

RESOLUTION NO. 168

**RESOLUTION AUTHORIZING AND APPROVING A SETTLEMENT
AGREEMENT IN CONNECTION WITH THE MATTER OF
COUNTY OF OSWEGO VS. PURDUE PHARMA ET AL.**

By Legislator David Holst:

WHEREAS, there is pending the matter of County of Oswego v. Purdue Pharma L.P., et al., was commenced under Oswego County Index Number ECF 2018-0022 and was transferred to Supreme Court Suffolk County under Index No. 400001/2017 in the Supreme Court, Suffolk County, regarding the opioid addiction crisis, in which the County of Oswego is the named plaintiff in the action (the "Action"); and

WHEREAS, the Action is against several defendants, including manufacturers of opioids, distributors of opioids and chain pharmacies; and

WHEREAS, the Action alleges several causes of action against defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. ("J & J") based on claims that J & J contributed to the opioid epidemic by falsely promoting prescription opioids it manufactured and sold and by falsely promoting the increased use of opioids directly and generally through various "front groups" and failing to implement measures to prevent diversion of prescription opioids in connection with distribution of its products, all of which contributed to a public health crisis in Oswego County; and

WHEREAS, J & J has offered to settle the County of Oswego's claims against it by paying the sum of between approximately Worst Case Scenario THREE HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED EIGHTEEN AND 24/100 DOLLARS (\$386,118.24) Dollars and Best Case Scenario NINE HUNDRED THREE THOUSAND ONE HUNDRED THIRTEEN AND 22/100 DOLLARS (\$903,113.22) Dollars over ten (10) years to be used for restitution and abatement and agreeing to not manufacture, sell or promote opioids; and

WHEREAS, the County Attorney has approved a settlement agreement and release ("Agreement") and the Agreement is attached hereto as Exhibit "A"; and

WHEREAS, it is in the best interest of the County of Oswego to resolve this matter with respect to J & J without further litigation and enter into the proposed Agreement as it shall settle all allegations against J & J and avoid protracted litigation,

NOW, THEREFORE, upon recommendation of the Government, Courts and Consumer Affairs Committee of this body and the County Attorney, it is hereby

RESOLVED, that the execution and delivery on behalf of and in the name of the County of Oswego by the Chair of the County Legislature, or his designee, of the proposed

Agreement attached hereto as Exhibit "A" is hereby authorized, and the Chair of the Legislature, or his designee, is hereby authorized, subject to County Attorney approval, and directed to execute the proposed Agreement in a form substantially similar thereto and execute such other documents as may be necessary and appropriate to effectuate the settlement with J & J; and be it further

RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this resolution constitutes a Type II Action pursuant to Section 617.5(c)(26) and (33) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management, and information collections, and the Oswego County Clerk of the Legislature is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

ADOPTED BY VOICE VOTE ON AUGUST 12, 2021:

YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

Exhibit A

jurisdiction of the Court where the Consent Judgment is filed for purposes limited to that Court's role under the Agreement.

Dated: _____

[NY SUBDIVISION]

By: _____

[COUNSEL]

[FIRM]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

Counsel for [NY SUBDIVISION]

- G. "Opioid Supply Chain Participant" shall mean any entity or person that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.
- H. "Parties" means the State of New York and the New York Subdivisions who execute this agreement.
- I. "Statewide Opioid Settlement Agreements" shall mean settlement agreements jointly entered into by the State of New York and New York Subdivisions with any Opioid Supply Chain Participant.
- J. "Opioid Settlement Fund" means the fund created by Section IV, which will be used or distributed in accordance with Section IV and this Agreement.

II. GENERAL FINANCIAL AND STRUCTURE TERMS

- A. **Scope of Agreement.** This Agreement applies to all Statewide Opioid Settlement Agreements entered into with an Opioid Supply Chain Participant on or after June 1, 2021.
- B. **Allocation and Distribution of Funds for Restitution and Abatement.** Opioid Settlement Funds from each Settlement shall be allocated and distributed as follows:
1. 17.5% to the State of New York, unless not in accordance with state. The Office of the Attorney General shall have the discretion to allocate a portion of these funds to local governments not listed in the annexed allocation chart.
 2. 16.39% to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending on Approved Uses. In combination, the amount of Regional Spending of the Opioid Settlement Fund committed to cities other than New York City with a 2020 population of more than 90,000 shall not be less than 1.89% of the total Opioid Settlement Funds.
 3. 20% to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses and for Administration of the Opioid Settlement Fund.
 4. 5.4% to the Direct Share Subdivisions as "Direct Unrestricted Funds."
 5. 5.4% to the Direct Share Subdivisions for spending on Approved Uses ("Direct Restricted Funds").
 6. 6.68% to the County of Nassau for spending on Approved Uses.

IV. THE OPIOID SETTLEMENT FUND

A. Establishment of the Opioid Settlement Fund.

1. Each year the Lead State Agency will allocate approximately 45% of the Opioid Settlement Fund (16.39% of the total Opioid Settlement Funds) for Approved Uses in the various regions and large cities of New York State, except New York City and the Counties of Nassau and Suffolk, pursuant to a commitment to spend in each such region and each city other than New York City with a population of more than 90,000 the corresponding percentages shown in Schedule B. Of this amount, at least 1.89% of the total Opioid Settlement Funds received by New York shall be set aside for cities other than New York City with a population of more than 90,000. Each New York Subdivision other than New York City and the Counties of Nassau and Suffolk may apply for and receive funds from the Opioid Settlement Fund, provided however, that each such Subdivision shall, as a condition to the receipt of these funds, certify at the end of each fiscal year during which it receives such funds that all funds provided to it under this provision of the Agreement were spent on projects and programs that constitute Approved Uses and provided that it complies with the reporting requirements set forth in Section IV.E.
2. Each year the Lead State Agency will set aside approximately 55% of the Opioid Settlement Fund (20% of the total Opioid Settlement Funds) for spending by the Lead State Agency to (a) fund State projects that constitute Approved Uses, and (b) carry out the duties of the Lead State Agency and Advisory Board under this Agreement, including oversight and administration of the Opioid Settlement Fund and the Advisory Board. No more than 5% of the total Opioid Settlement Fund may be used in any fiscal year for oversight and administrative costs of the Opioid Settlement Fund and the Advisory Board.

B. Approved Uses. The Approved Uses are set forth in Schedule C below. The Advisory Board may recommend to the Legislature adding or removing Approved Uses in response to changing substance use disorder needs in the state. The Advisory Board may not recommend that Approved Uses be removed from the list of Approved Uses without the vote of three-fourths of the present members of the Advisory Board.

D. Oversight and Auditing. The Lead State Agency will engage in oversight and audits of projects and programs funded through the Opioid Settlement Fund.

E. New York Subdivision Reporting. Each New York Subdivision that receives funds from the Opioid Settlement Fund under this Agreement will annually provide to the Lead State Agency and Advisory Board a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs it has funded. Such accounting shall be provided by August 1 of each year following the year in which such funds were spent. The

those that have been disproportionately impacted by the enforcement and criminalization of addiction.

- b. **Meetings of the Advisory Board.** The Advisory Board shall hold at least quarterly public meetings, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. The Advisory Board shall function in a manner consistent with New York's meeting, open government or similar laws, and with the Americans with Disabilities Act.
 - c. **Consensus.** Members of the Advisory Board shall attempt to reach consensus with respect to recommendations and other actions to the extent possible. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of the Advisory Board shall be effective if supported by at least a majority of its voting members, except where otherwise provided for by this Agreement or by law.
 - d. **Payment and Ethics.** Members of the Advisory Board will receive no compensation but will be reimbursed for actual and necessary expenses incurred in the performance of their duties. The members of the Advisory Board shall not take any action to direct funding from the Opioid Abatement Fund to any entity in which they or their family members have any interest, direct or indirect, or receive any commission or profit whatsoever, direct or indirect.
2. **Responsibilities.** On or before November 1 of each year, beginning November 1, 2021, the Advisory Board shall issue a written report of recommendations regarding specific opioid abatement priorities and expenditures from the Opioid Settlement Fund for Approved Uses. This report shall be provided to the Governor, the Temporary President of the Senate, the Speaker of the Assembly, and other legislative leaders as provided by law. In carrying out its obligations to provide such recommendations, the Advisory Board may consider local, state and federal initiatives and activities that have been shown to be effective in preventing and treating substance use disorders as well as maintaining recovery and assisting with the collateral effects of substance use disorders for individuals and their families or support system. Such recommendations may be Statewide or specific to Regions and recommend Statewide or Regional funding with respect to specific programs or initiatives. Such recommendations shall also incorporate mechanisms for measurable outcomes for determining the effectiveness of funds expended for Approved Uses; and monitor the level of permitted administrative expenses in paragraph IV.A.2. The goal is for a process that produces recommendations that are recognized as being an efficient, evidence-based approach to abatement that addresses the State's greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process will inform and assist the State in making decisions about spending from the Opioid Settlement Fund. To the extent the State chooses not to follow a recommendation of the Advisory Board's, it will make publicly available within 14 days after the decision is made a

written explanation of the reasons for its decision, and allow 14 days for the Advisory Board to respond. The Advisory Board shall have additional advisory responsibilities, including reporting on projects and programs related to addressing the opioid epidemic, developing priorities, goals and recommendations for spending on such projects and programs, working with the Lead State Agency to develop measurable outcomes for such projects and programs, and making recommendations for policy changes.

3. **Staff and Administration.** The Lead State Agency and any other relevant agency will provide staff, resources and technical assistance to the Advisory Board.
4. **Research.** The Advisory Board will recommend to the Lead State Agency research to fund and oversee related to addressing the opioid epidemic, including for outside grants.

VI. RECOVERIES OTHER THAN MONEY

In the event that any part of a Settlement is received other than in money, the Parties will negotiate in good faith to agree upon a method of sharing such Settlement in a manner as consistent as practicable with the sharing of Opioid Settlement Funds under this Agreement. In the event that the Parties are unable to reach an agreement, then the method of sharing shall be determined by the Advisory Board, whose decision shall be final and binding on the Parties.

V. RETENTION OF JURISDICTION

The Supreme Court, County of Nassau, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETITIA JAMES


Attorney General of the State of New York

By: _____
Jennifer Levy, First Deputy Attorney General
Office of the New York State Attorney General
28 Liberty Street, 23rd Floor
New York, NY 10006
Tel: 212-416-8450
Jennifer.Levy@ag.ny.gov

Date: _____

Counsel for The People of the State of New York

NAPOLI SHKOLNIK PLLC


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Napoli Shkolnik PLLC
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Date: 6/25/21

Melville, NY 11747
Phone: (212) 397-1000
sbadala@napolilaw.com

Counsel for Plaintiff Nassau County

SIMMONS HANLY CONROY LLC

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Ave 7th Floor
New York, NY 10016
Phone: (212) 257-8482
jconroy@simmonsfirm.com

Date: _____

Counsel for Plaintiff Suffolk County

ADDITIONAL SIGNATORIES:

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

Date: _____

Counsel for _____

Date: _____

Counsel for _____

| | |
|------------------------------------|----------------------------|
| Oneida | 2.826733181% |
| Otsego | 0.670962131% |
| Schoharie | 0.277769778% |
| <u>Mohawk Valley Region</u> | <u>5.349239592%</u> |

| | |
|------------------------------------|----------------------------|
| Clinton | 0.831513299% |
| Essex | 0.367293246% |
| Franklin | 0.457353060% |
| Hamilton | 0.030269643% |
| Jefferson | 1.273686826% |
| Lewis | 0.251124198% |
| St. Lawrence | 1.234262202% |
| <u>North Country Region</u> | <u>4.445502475%</u> |

| | |
|------------------------------|----------------------------|
| Albany | 2.791375201% |
| Columbia | 0.656790382% |
| Greene | 0.793267678% |
| Rensselaer | 1.270734936% |
| Saratoga | 1.679317072% |
| Schenectady | 1.217397796% |
| Warren | 0.612162823% |
| Washington | 0.479903545% |
| <u>Capital Region</u> | <u>9.500949434%</u> |

| | |
|---------------------------------|-----------------------------|
| Dutchess | 4.381104459% |
| Orange | 5.187725669% |
| Putnam | 1.184886753% |
| Rockland | 3.081816868% |
| Sullivan | 1.888626559% |
| Ulster | 2.462996041% |
| Westchester | 9.207894077% |
| <u>Mid-Hudson Region</u> | <u>27.395050426%</u> |

Schedule C – Approved Uses

1. TREATMENT

1. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

4. ADDRESS THE NEEDS OF CRIMINAL JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

II. PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

RESOLUTION NO. 169

**A RESOLUTION CREATING POSITION AND APPOINTING
A CORONER'S PHYSICIAN
IN AND FOR THE COUNTY OF OSWEGO
PURSUANT TO NEW YORK STATE COUNTY LAW §400(4-b)**

By Legislator Terry Wilbur:

WHEREAS, in the County of Oswego the District Attorney serves as coroner pursuant to Chapter 369 of the Session Laws of 1920; and

WHEREAS, as such, under County Law §400(4-b) this body is required to appoint one or more Coroner's Physicians duly licensed to practice medicine in this state; and

WHEREAS, Jay F. Sullivan, M.D. is a resident physician and both willing and qualified to serve as a Coroner's Physician in and for the County of Oswego on certain terms; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon the recommendation of the Public Safety Committee of this body, it is hereby,

RESOLVED, that position, Coroner's Physician, be created and that JAY F. SULLIVAN, M.D. of Pulaski, New York be and hereby is appointed as a Coroner's Physician in and for the County of Oswego with all of the rights, privileges and authority appurtenant to said office for a term to run concurrently with the term of this legislature; and, it is further

RESOLVED, that, pursuant to County Law §400(4-d), each Coroner's Physician appointed shall by virtue of his office also be a deputy coroner and shall possess the powers and perform the duties of the coroner, during the absence or inability of the Coroner to act, or in the event of a vacancy in the office of Coroner; and, it is further

RESOLVED, that an annual stipend for this office be and hereby is established at the rate of \$2,000 per year; and, it is further

RESOLVED, that certified copies of this resolution delivered to the County Treasurer, Budget Officer, and Director of Human Resources shall be their authority to make such changes.

ADOPTED BY CONSENT VOTE ON AUGUST 12, 2021:
YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 169 of 2021

A1165 511000
A1185 51100
A1185 590308

(\$2,153.00)
\$2,000
\$153.00

PUBLIC SAFETY CENTER
39 CHURCHILL ROAD
OSWEGO, NEW YORK 13126



TELEPHONE: (315) 349-3200
FAX: (315) 349-3212

Office of the District Attorney

MARK M. MOODY
CHIEF ASSISTANT
DISTRICT ATTORNEY

GREGORY S. OAKES
DISTRICT ATTORNEY / CORONER

JASON R. DELANO
INVESTIGATOR

DATE: July 23, 2021

TO: Gov't, Courts, and Consumer Affairs Committee
Public Safety Committee

FROM: Gregory Oakes, District Attorney / County Coroner

INFORMATIONAL MEMO

SUBJECT: Contract for Coroner Services

PURPOSE: To Provide Services to Coroner's Office

SUMMARY: The Oswego County Coroner's Office is responsible for determining the cause of death for unattended deaths that occur within Oswego County. The County contracts with the Onondaga County Medical Examiner's Office to perform forensic examination (autopsies) and other related services that are necessary to determine the cause of death.

Due to staffing and workload issues, the Onondaga County ME's Office has requested that cases involving deaths that are likely due to natural causes no longer be sent to them. The Coroner's Office must therefore find an alternative method for determining the cause of death for those cases.

The Coroner's Office is seeking to enter into a contract with Dr. Jay Sullivan to review deaths that are likely due to natural causes and issue a death certificate, consistent with the attached fee schedule.

RECOMMENDED

ACTION: It is respectfully recommended that the Government, Courts, and Consumer Affairs Committee, and/or the Public Safety Committee, give authority to the Legislative Chairperson to enter into a contract for services with Dr. Sullivan, consistent with the attached fee schedule.

Jay F. Sullivan, M.D., P.C.

Fellow of the American Academy of Family Physicians

4882B North Jefferson Street

Pulaski, NY 13142-4713

Phone: (315) 298-2768 Fax: (315) 298-2846

July 21, 2021

Office of the District Attorney
Public Safety Center
39 Churchill Road
Oswego, NY 13126

Dear Mr. Oakes,

I have developed a fee schedule for services to the county in the position of Oswego County Coroner's Physician.

| | |
|---|---------------------|
| EDR Completion: | \$150 |
| Telephone Consultation: | \$50 per 15 minutes |
| Medical Records Acquisition and Review: | \$50 per 15 minutes |
| On site investigation/external examination: | \$250 per hour |
| Contract Renewal: | Annually |

These rates will not apply to any of the patients that I see in my own medical practice. If you have any questions, please feel free to contact me any time.

Respectfully,



From

COMMITTEE SIGNATURES **DATE**

DATE _____

DATE _____

DATE _____

8/3/2021

DATE _____

RESOLUTION NO. 170

RESOLUTION EXECUTING A INTERGOVERNMENTAL MEMORANDUM OF AGREEMENT

By Legislator Terry Wilbur:

WHEREAS, it is desirable, in daily operations and during emergency incidents, to securely communicate and share critical information with resources within and outside the County; and

WHEREAS, New York State Division of Homeland Security and Emergency Services will loan to the County equipment and software to provide this resource; and

WHEREAS, this equipment and software is made available to the County at no cost;

NOW, THEREFORE, BE IT

RESOLVED, that upon the recommendation of the Public Safety Committee, that the County of Oswego enters into a Memorandum of Agreement with New York State Division of Homeland Security and Emergency Services for the temporary loan of interoperable communications resources.

ADOPTED BY CONSENT VOTE ON AUGUST 12, 2021:
YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

LEGISLATURE
COUNTY
OSWEGO



KEVIN B. POOLEY
Director

OSWEGO COUNTY
E-9-1-1 EMERGENCY COMMUNICATIONS DEPARTMENT

315-349-8215
Fax 315-349-8550

PUBLIC SAFETY CENTER

39 CHURCHILL ROAD

OSWEGO, NY 13126

Informational Memo

Mutualink MOA

7/22/21

Mutualink is an internet based interoperable suite of software and hardware that allows participants to invite other Mutualink users into a secure, shared video, voice and data environment.

New York State has funded a State wide rollout of this tool for the past 3 years and would like to renew the Memorandum of Agreement (MOA) with Oswego to provide, free of charge all necessary equipment to set our County up as a user.

Recommendation is to authorize the Chairman of the Legislature to sign this MOA and to designate this office as the continued Point of Contact for the project.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

| | Page |
|--|------|
| 1. Executory Clause | 3 |
| 2. Non-Assignment Clause | 3 |
| 3. Comptroller's Approval | 3 |
| 4. Workers' Compensation Benefits | 3 |
| 5. Non-Discrimination Requirements | 3 |
| 6. Wage and Hours Provisions | 3 |
| 7. Non-Collusive Bidding Certification | 4 |
| 8. International Boycott Prohibition | 4 |
| 9. Set-Off Rights | 4 |
| 10. Records | 4 |
| 11. Identifying Information and Privacy Notification | 4 |
| 12. Equal Employment Opportunities For Minorities and Women | 4-5 |
| 13. Conflicting Terms | 5 |
| 14. Governing Law | 5 |
| 15. Late Payment | 5 |
| 16. No Arbitration | 5 |
| 17. Service of Process | 5 |
| 18. Prohibition on Purchase of Tropical Hardwoods | 5-6 |
| 19. MacBride Fair Employment Principles | 6 |
| 20. Omnibus Procurement Act of 1992 | 6 |
| 21. Reciprocity and Sanctions Provisions | 6 |
| 22. Compliance with New York State Information Security Breach and Notification Act | 6 |
| 23. Compliance with Consultant Disclosure Law | 6 |
| 24. Procurement Lobbying | 7 |
| 25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors | 7 |
| 26. Iran Divestment Act | 7 |

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

RESOLUTION NO. 172

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S
OFFICE TO ACCEPT REVENUE FROM NOVELIS ALUMINUM MILL TO HELP
FUND A MOBILE MULTIPURPOSE DISPLAY UNIT**

By Legislator Terry Wilbur:

Upon recommendation of the Public Safety Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments

ADOPTED BY CONSENT VOTE ON AUGUST 12, 2021:
YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 171 of 2021

**A3110 427700
A3110 526000**

**(\$8,000.00)
\$8,000.00**



ADMINISTRATION
(315) 349-3307
FAX (315) 349-3483

ROAD PATROL
(315) 349-3411
FAX (315) 349-3303

CRIMINAL INVESTIGATION
(315) 349-3318
FAX (315) 349-3317

OSWEGO COUNTY SHERIFF'S OFFICE

DONALD R. HILTON
SHERIFF



39 Churchill Road, Oswego, New York 13126-6613

JOHN F. TOOMEY
UNDERSHERIFF
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR



CIVIL DIVISION
(315) 349-3302
FAX (315) 349-3373
1-800-582-7583

JAIL DIVISION
(315) 349-3300
FAX (315) 349-3349

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification Request

DATE: July 23, 2021

PURPOSE: To accept and transfer funding received from the Novelis Aluminum Mill.

SUMMARY: The Sheriff's Office requests permission to accept funds from the Novelis Aluminum Mill in the amount of \$8,000 into revenue line A3110.427700 (Miscellaneous Revenue) and to transfer the funds into expenditure line A3110.526000 (Equipment). The funds will be used towards the purchase of a mobile multipurpose display unit that can be towed to different areas in the county.

RECOMMENDED

ACTION: The Sheriff's Office respectfully recommends the approval of this budget modification.

RESOLUTION NO. 172

**RESOLUTION AWARDED PROFESSIONAL SERVICES CONTRACT FOR
INTERIM MEDICAL DIRECTOR FOR BOTH THE E-911 CENTER AND
EMERGENCY MANAGEMENT/EMS**

By Legislator Terry Wilber:

WHEREAS, the County of Oswego desires to obtain required Medical Director Services from a qualified entity: and

WHEREAS, Oswego County issued RFP #19-EM-001 and received no respondents ;and

WHEREAS, E-911 and Emergency Management identified an interested doctor and directly offered services and interviewed the interested Doctor and found all requirements were understood; and

WHEREAS, the Public Safety Committee recommended the execution of a Professional Services Contract with Joseph Markham, MD;

WHEREAS, Joseph Markham, MD has since retired as an Emergency Physician and no longer carries medical malpractice insurance and therefore cannot fulfill the remainder of his 2021 contract; and

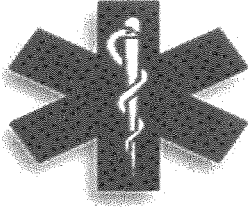
WHEREAS, E-911 and Emergency Management have now identified a qualified candidate and directly offered services and interviewed the candidate and found all requirements were understood under the current professional service contract issued to Joseph Markham, MD;

WHEREAS, the Public Safety Committee recommends the execution of a Professional Services Contract with Upstate Emergency Medicine Inc Physician, Jordan Holliday, MD;

NOW, THEREFORE, BE IT RESOLVED, that the County of Oswego award the Professional Services Contract for Interim Medical Director Services to Jordan Holliday, MD of Upstate Emergency Medicine Inc, of 750 Adams St. Department of Emergency Medicine, Syracuse, NY for the purpose of providing this required service to both the E-911 Center and the Emergency Management/EMS Departments for the remainder of the 2021 calendar year for the total sum of \$7,500.

ADOPTED BY CONSENT VOTE ON AUGUST 12, 2021:

YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0



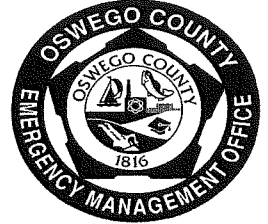
Oswego County EMS

200 North Second St., Fulton, NY 13069

(315) 591-9110 (office) (315) 591-9176 (fax)

Cathleen Palmitesso - Director of Emergency Management

Renee L Fox, MA, EMT - EMS Field Coordinator



Informational Memorandum

Date: July 26, 2021

To: Members of the Public Safety Committee, Oswego County Legislature

From: Renee Fox, EMS Coordinator

Subject: New EMS and E911 Medical Director

Summary:

The current Medical Director for EMS and E-911 is retiring from his physicians' position at Well Now Urgent Care and scaling back some of his responsibilities. Therefore, he no longer has the medical malpractice insurance required by the contract. While he has enjoyed working with Oswego County, it is cost prohibitive for him to purchase the insurance to stay on as our medical director. Our Course Sponsor agreement with New York State Bureau of EMS to run EMS education courses requires that we have a medical director. Likewise, the Priority Dispatch system that E-911 utilizes requires oversight by a physician well versed in pre-hospital emergency medical services. We have an immediate need for an interim physician to fulfill the remainder of the 2021 contract. EMO and E911 met with a qualified physician, Dr. Jordan Holliday. He currently works at Upstate Hospital and has a desire to work more closely with the EMS community and Oswego County. In the fall we will initiate the Request for Proposal (RFP) process for a new Medical Director starting in the 2022 calendar year.

Fiscal Impact:

For this budget year there will be no additional fiscal impact. Dr. Holliday agreed to finish the remainder of the year for the remaining \$7500.00 budgeted amount allotted for Medical Director in 2021. Currently, we have budgeted \$15,000.00 per year for this service. It is unknown at this time, what the RFP bids will come in at, but it is a definite possibility it may cost more. With all agencies who provide EMS services being required to have a Medical Director, their services are in high demand.

Recommended Actions:

It is the recommendation of the EMO and E-911 departments that the Public Safety Committee and Oswego County Legislature approve the appointment of Jordan Holliday, MD as Interim Medical Director from August 2021- December 2021 for the sum of \$7,500.

COUNTY OF OSWEGO PURCHASING DEPARTMENT VENDOR AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of AUGUST, 2021 by and between the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York, hereinafter referred to as the "**COUNTY**," with principal offices at the Oswego County Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126; and **UPSTATE EMERGENCY MEDICINE, INC.**, a corporation organized and existing under the laws of the State of NEW YORK with principal business offices located at 750 East Adams Street, Dept. of Emergency Medicine, Syracuse, New York 13201, hereinafter referred to as "**VENDOR**."

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the Services and/or provide goods identified in **Schedule A – Oswego County Emergency Services Interim Medical Director** (the "Services/Goods"), which is attached to and is part of this Agreement. Vendor agrees to perform the Services/Goods and/or supply goods in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Services and/or Goods provided not within the scope of this Agreement as specifically identified in **Schedule A** without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the Chairman of the Legislature of the County after consultation with the County Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Services and/or supply Goods beginning August 1st, 2021 and ending December 31, 2021. Unless otherwise stated, all prices and discounts are to be quoted firm against increase on an F.O.B. destination, and freight pre-paid basis.

ARTICLE 3. COMPENSATION

For satisfactory performance of the Services and/or receipt of conforming Goods or as such Services or Goods may be modified by mutual written agreement, the County agrees to compensate Vendor in accordance with the fees and expenses as stated in **Schedule A** which is attached to, and is part of this Agreement. As this is an interim medical director contract, the fees shall be adjusted to reflect the start date hereinabove and shall be \$7,500, inclusive, of all work and services to be performed hereunder. Vendor shall submit to the County a monthly-itemized invoice for Services rendered during the prior month, or as otherwise set forth in **Schedule A**, and prepared in such form and supported by such documents as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of a County Claimant's Certification form or invoice, and, if the

either is objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the invoice submitted by Vendor. **A not-to-exceed cost of \$7,500 has been established for the scope of Services and/or supply of Goods rendered by Vendor.** Costs in excess of such not-to-exceed cost if any, may not be incurred without prior written authorization of the County Purchasing Director, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional costs or costs in excess of the above-noted not-to-exceed cost if the County's authorization by the Chairman of the Legislature is not given in writing prior to the performance of the Services or the provision of additional Goods giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or selling agent has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which

such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Oswego County Ethics Law as amended from time to time, to submit a Disclosure Form to the Oswego County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Oswego County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the Services and/or supplying Goods and incurring expenses under this agreement Vendor shall operate as, and have the status of, an independent contractor

and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services to be performed by it under this Agreement, without the prior express written consent of the Chairman of the Legislature of the County. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any Services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This agreement may be assigned by the County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

Vendor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

All Claimant's Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request. All books Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, the Vendor covenants and certifies that it will comply, in all respects, with all federal, state and county laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York Finance Law § 139-L, the Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement contract **SHALL BE VOID** and of no effect unless the Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy naming the County of Oswego as an additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.
- The County of Oswego shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.

IV. Required Insurance **MINIMUMS**:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- **Automobile Liability**
\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- **Professional Liability/Malpractice** \$1,000,000 aggregate (If commercially available for your profession), \$1,000,000 per claim.

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this bid/contract. The Vendor is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.

Vendor shall attach to this Agreement certificates of insurance evidencing Vendor's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede Vendor's start of the performance of the Services (including subsequent policies purchased as renewals or replacements);

B. Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Services;

C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for the County; and

D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed and/or goods supplied pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its Employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all

equipment, appurtenances and property purchased by Vendor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Goods or Services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Services procured by the County to complete the Goods or Services herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The County of Oswego shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in

writing by the Chairman of the Legislature of County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Oswego County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Services are rendered.

ARTICLE 21. ACCEPTANCE OF SUBSTITUTED SERVICE

The Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 22. TAXES

The County of Oswego is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any contract or bid price. A Tax Exempt Certificate will be executed upon Vendor's request.

ARTICLE 23. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the Services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the COUNTY without the express written permission of the County of Oswego. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it

constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 24. SOLID WASTE COMPLIANCE

Pursuant to Oswego County Legislature Local Law, the Vendor agrees to deliver exclusively to the facilities of Oswego County Solid Waste Division, all waste and recyclables generated within the service area by performance of this Agreement by the Vendor and any subcontractors. Upon awarding of this Agreement, and before work commences, the Vendor will be required to provide Oswego County with proof that Oswego County Local Law has been complied with, and that all wastes and recyclables in the Oswego County Solid Waste's service area which are generated by the Vendor and any subcontractors in performance of this Agreement will be delivered exclusively to Oswego County Solid Waste.

ARTICLE 25. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. **Debarment, Suspension and other Responsibility Matters.** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Vendor certifies that it is its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. **Drug-Free Workplace (Vendors other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

- 2. The Vendor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. **Drug-Free Workplace (Vendors who are individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- 1. As a condition of the contract, the Vendor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 26. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the NYS Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any person because of an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Vendor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Vendor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 27 WAGE AND HOUR PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, the Vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

ARTICLE 28. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitted a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Vendor, any person signing on behalf of any Bidder/ Vendor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Vendor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Vendor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Vendor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that the Bidder/Vendor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Vendor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Vendor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility to review with respect to any Bidder/Vendor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

ARTICLE 29. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

The Vendor certifies and warrants that all woods products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision of public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Vendor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Vendor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of

tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Vendor to meet with the approval of the County.

ARTICLE 30 COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT.

The Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 31 GRATUITIES AND KICKBACKS PROHIBITED.

a. Gratuities. It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

b. Kickbacks. It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 32. APPRENTICESHIP PROGRAM - NYS Labor Law §815

(For construction contracts over \$100,000 only) To the extent allowed by law and federal funding streams the County of Oswego requires that all county contractors and subcontractors, prior to entering into any county-let construction contracts over \$100,000, to show that they offer apprenticeship agreements appropriate for the type and scope of work to be performed and that have been registered with and approved by the NYS Commissioner of Labor pursuant to the requirements found in the NYS Labor Law. Any apprenticeship agreement shall follow as a template the Suggested Standards for Apprenticeship Agreements under NYS Labor Law §815.

ARTICLE 33. TITLE VI - Required Language

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (Title of Modal Operating Administration) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (Title of Modal Operating Administration), as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (Title of Modal Operating Administration) may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter

into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 33. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including **Schedule A** which supersede any other understandings or writings between or among the parties.

BALANCE OF PAGE LEFT BLANK.

ARTICLE 34. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Services or specifications of Goods covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services or the delivery of any Goods, the Chairman of the Legislature of the County, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional Services and the amount of compensation and the extension of the time for performance, if any, for any such Services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with all force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF OSWEGO

UPSTATE EMERGENCY
MEDICINE, INC.

Name and Title of Signatory to be printed
beneath.

Schedule A – Define Scope of Work

Oswego County Emergency Services Medical Director Duties

- 1) Maintain oversight of the National Academy Emergency Medical Priority Dispatching (MPDS) Protocol for use in Emergency Medical Dispatch in Oswego County, including:
 - a) Review current protocols, edit as needed.
 - b) Suggest new protocols.
 - c) Review suggestions from field providers.
- 2) Approve Response Determinants and Configurations as used by the E-911 Center, including:
 - a) Review coordination of response determinants, resources, current state protocols and County operations.
 - b) Approval of changes to the MPDS.
- 3) Participate in County Emergency Medical Service Advisory (EMSAC) Continuous Quality Improvement (CQI), including:
 - a) Attendance and participation in six (6) County meetings per year; County CQI meetings, 911 CQI, or EMS Advisory Counsel. If unable to attend, a substitute may be named and attend in place of the Medical Director. The replacement must have similar credentials (MD/DO).
 - b) Provide timely review and consultation with regard to medical records or incidents.
 - c) Participate by providing or reviewing information on EMS topics to meet the continuing education needs of Oswego County EMS and E-911
- 4) Act as interface to Central NY Regional Medical Advisory Council (REMAC) as requested.
- 5) Approve EMS course applications (DOH-782).
- 6) Approve certification for students prior to moving to an advanced level (DOH-3379).
- 7) Assist in resolving problems or situations that may arise during County EMS certification and recertification courses.
- 8) Meet quarterly with E-911 Director and EMS Coordinator (via telephone or in person).
- 9) Function as the primary liaison between County EMS and the local medical community, ascertaining and being responsive to the needs of each.
- 10) Maintain all medical licensure and certifications in good order.
- 11) Where appropriate, consult with medical directors of adjoining counties to streamline care across county lines and consolidate policies.
- 12) Assist in the planning and training for disaster preparedness.
- 13) Respond to requests for assistance from EMS Coordinator, E-911 director, or his/her designee within 24 hours from request for assistance.

RESOLUTION NO. 173

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
DEPARTMENT OF SOCIAL SERVICES
TO PURCHASE AN ENTERPRISE CONTENT MANAGEMENT SYSTEM AND
RELATED EQUIPMENT**

By Legislator Roy Reehil:

WHEREAS, the Social Services Commissioner has identified the need to purchase an Enterprise Content Management System and related scanning equipment for implementation within the Oswego County Department of Social Services, and

WHEREAS, the total cost the project is estimated to be \$80,280 with State share of \$60,210 and local share of \$20,070, with all required funds being transferred from within the Department's 2021 existing budget,

Now, upon recommendation of the Human Services Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request, and be it further

RESOLVED that the County be authorized to enter into a contract with General Code for software subscriptions and professional implementation services in the amount of \$69,780, and be it further

RESOLVED that the Department of Social Services purchase scanning equipment as required for the implementation of the project, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments

ADOPTED BY CONSENT VOTE ON AUGUST 12, 2021:
YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

Authorized Budget Modification

Res. 173 of 2021

A6010 511000

(\$80,280.00)

A6010 543800

\$69,780.00

A6010 526000

\$10,500.00

OSWEGO COUNTY LEGISLATURE



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5435 • fax 315.963.5477

INFORMATIONAL MEMORANDUM

To: Human Services Committee and Oswego County Legislature

Subject: Enterprise Content Management System (Laserfiche Avante)

Purpose: To seek approval for DSS to purchase and subscribe to on-going maintenance/support of an Enterprise Content Management System through General Code.

Summary: DSS is requesting approval for the purchase of an Enterprise Content Management System proposed for our purposes by General Code. This system will allow DSS to fully digitize records in Services Eligibility, Adoption, Child Support, Child Care and Administration using Laserfiche Avante. Laserfiche Avante is already being used by the Treasurer's Office and County Clerk's Office to digitize some of their records.

The Laserfiche Avante system will simplify the storage, management, and ready access to our records at a reasonable cost. The records in the work units that will use Laserfiche Avante require a simple storage system that is tailored to the units' needs. The system allows us to work with General Code's technicians to customize the "filing system" for each unit's records, making management and retrieval much more efficient and considerably less time-consuming. Digitizing records will also result in a savings in paper, printing and copying costs, as well as minimize physical storage needs, freeing up floor space throughout the building. By adding the Laserfiche Avante system, DSS will become virtually paperless once all scanning is complete. In addition to this system, the Department intends to purchase scanning equipment to digitize the additional records.

The Department respectfully requests approval of this request. The cost of start-up/implementation is \$69,780. The scanning equipment cost is \$10,500. The Department will receive 75% reimbursement of all expenses. **25% local share is \$20,070. Using funds remaining in 2021 salaries, this purchase is budget neutral.**

Note: On-going maintenance/support for second year is estimated at \$8,105.

**Recommended
Action:**

The Social Services Department recommends the Human Services Committee and the Finance & Personnel Committee authorize DSS to purchase the Enterprise Content Management System as proposed by General Code, and the scanning equipment required to digitize records.

County of Oswego

New York

Enterprise Content Management System

June 28, 2021

Valid for 3 months



Liz Mistretta

Solutions Account Executive

585-705-7412

LMistretta@generalcode.com

CONTENTS

INTRODUCTION 3

LASERFICHE AVANTE SYSTEM OVERVIEW 4

PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN 5

DESCRIPTION OF RECOMMENDED COMPONENTS 6

INVESTMENT DETAIL & OPTIONS 9

AUTHORIZATION & AGREEMENT 11

APPENDIX A – RECOMMENDED SERVER/WORKSTATION SPECIFICATIONS 12

APPENDIX B – INSTALLATION, TRAINING AND SUPPORT 13

APPENDIX C – SAMPLE DSS FOLDER STRUCTURE 16

APPENDIX D – SAMPLE INDEX FROM CURRENT ONBASE SYSTEM 17

INTRODUCTION

Based on the County's current needs and looking to the County's potential future uses of electronic content management, General Code recommends implementation of Laserfiche Avante.

Laserfiche Avante is a robust system that provides the flexibility to configure the system to your specific way of doing business without your having to "shoehorn" your processes to fit the mandates of a software solution. Laserfiche is also easily expanded – to different departments, different types of documents, and many other users in the future as you see other uses.

ABOUT GENERAL CODE

General Code provides a variety of information management solutions to more than 2,700 local governments, educational and commercial organizations throughout the United States. We set the standard for improving document management processes and are on the cutting edge of technology, providing new and reliable tools to our customers to better serve their clients. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

General Code is a top 5 government reseller of Laserfiche in the United States, offering more than 14 years of experience, coupled with an industry-leading service, integration, training and helpdesk team.

With Laserfiche at the center of your Enterprise Content Management Solution, you get what nearly 30,000 other public and private organizations are already getting – the most powerful combination of electronic capture, storage and business process automation tools available today. We selected Laserfiche as our technology platform because of its open architecture, integration capabilities and the capacity to scale up as your demand for information sharing and access grows.

Every system designed and implemented by General Code fits your specific needs and requirements. Configuration of your Enterprise Content Management Solution to your situation reduces the time and additional resources required to "adjust" or "optimize" a one-dimensional system.

As a values-based company we adhere to the principles outlined in our "General Code." These guides for conduct are integral to building a comprehensive content management solution – one that leverages our 50+ years of service to public organizations and governments of all sizes.

Elements of our "code":

Digital information must be designed and implemented in ways that support the success of the entire organization.

Our content management solutions must run on a platform that we believe in.

The quality of our service and support determines the ultimate value of the solution we develop.

Our content management solutions are based on the practical—if there is a better way to do something we will design and implement it.

LASERFICHE AVANTE SYSTEM OVERVIEW

Today, successful organizations need more than document management; they need to optimize the decision-making process by getting the right content – whether structured or unstructured, paper or electronic, audio or video, photograph or e-mail – into the right hands at the right time.

Laserfiche Avante is a cutting-edge solution that combines comprehensive content management functionality with business process management (BPM) tools to both manage and process information – turning it into an asset that enables efficiency and smart decision making organization-wide. Laserfiche Avante provides all of the elements for today's comprehensive needs:

- **Document Imaging** – Converts paper documents or film into an electronic or digital format.
- **Document Management** – Manages documents (physical or digital) through their lifecycles.
- **Business Process Management** – Applies workflow technology to content-related processes in order to standardize and optimize them.
- **Integrative Middleware** – Provides many ways to interface with other business-specific applications to enable you to have one document repository that can be accessed from other applications and to enable “sharing” of data between other applications and Laserfiche.

The Laserfiche workflow engine gives you a platform to map, model and manage your business processes in order to obtain a better understanding of how to achieve your overall goals by:

- **Increasing productivity** by automating manual, repetitive processes.
- Modeling, executing and managing business processes **without writing code**.
- Triggering workflows based on **actions taken in Laserfiche or in 3rd party applications**, such as CRM, GIS, ERP and more.

Laserfiche Avante readily fits into your existing networked environment, without requiring custom programming or extensive hardware and software updates. Laserfiche is developed to support close integration with industry-standard operating systems and database management systems. See specifications in Appendix A for more detail.

Technology represents one of the most significant investments you make in your organization's success, and General Code and Laserfiche are committed to providing a comprehensive framework for delivering value quickly, easily and without the need to bring in expensive experts at every turn. General Code has seasoned professionals to guide you through the planning and implementation process and will be there to provide on-going support.

PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

- I. Upon finalization of the agreement, General Code's Project Manager will call you to review the Project Plan and discuss the following:
 - Designate the main contacts for the project from General Code and your organization
 - Discuss the proposed schedule and set dates
 - Determine any necessary hardware purchases, installation or configuration that must take place prior to the system installation, and set a date for completion of that work
 - Confirm availability of required personnel, equipment and facilities
 - Address any outstanding questions, concerns or issues
- II. The Initial Design and System Implementation Phase will include the following:
 - Installation and configuration of the main server components
 - Installation and configuration of the named user licenses, including Laserfiche client software, Snapshot Plug-In and E-mail functionality, as well as scanner configuration and testing, if applicable
 - Complete system testing of all installed components
 - A file structure review and creation of a hierarchical tree structure designed to maximize efficient use of the document management system
 - Discussion of file-naming conventions to be used in the document management system
 - Establishment of an initial set of templates (electronic index cards)
 - Configuration of users, groups and user rights (security)
 - Training for users
 - Administrator training for up to two (2) people who will be responsible for administration of the system

DESCRIPTION OF RECOMMENDED COMPONENTS

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|---|--|
| Laserfiche Avante™ Server Software | <p>Laserfiche Avante MS SQL server software is a complete electronic content management solution with <u>fully integrated</u> business process management. Laserfiche Avante includes the Laserfiche Automated Workflow Module and other important business-process functionality “baked into” the core software.</p> <p>The Laserfiche Automated Workflow Module is a robust component that facilitates the flow of documents, auto-files and auto-names folders and documents and enforces time schedules, where desired, by providing e-mail reminders or notifications to backups or supervisors or by re-assigning documents to others’ folders. By automating processes, you can ensure that proper process is followed, and work can be distributed to users in an orderly and predetermined manner.</p> <p>Laserfiche’s robust security enables you to limit both access and functional rights of users. Your IT staff will appreciate the ability to set security by user or group, as well as the option to use Windows Authentication for single log-in.</p> <p>System administrators have access to the Laserfiche Administrator Console either in a client or a web format.</p> |
| Named Users | <p>Laserfiche named users have the ability to utilize all of the features of the software, including scanning, importing, file and volume management, search and retrieval, annotations, e-mail routing and workflow participation, as applicable and as security rights permit. Additional named user licensees can be added at any time, in any increment.</p> <p>SnapShot Functionality: The SnapShot functionality allows designated users the ability to “print” existing electronic files into the Laserfiche system directly and automatically convert them to inalterable Laserfiche images rather than having to print them out and then scan them into the system.</p> <p>E-Mail Functionality: The E-Mail Plug-in allows users to send Laserfiche documents as e-mail attachments to anyone using a MAPI-compatible E-mail system. All or part of a document can be e-mailed; multiple files can be “zipped” into one e-mail; and you can choose the format in which the documents will be sent (e.g., PDF, TIFF, JPEG, etc.).</p> <p>Web Access: Laserfiche Web Access is a browser-based thin client offering virtually all of the document management capabilities of the thick client interface. Authorized users organization-wide can simultaneously access documents, whether they are accessing Laserfiche from their desks or a remote location. IT can add new</p> |

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|------------------------------------|--|
| | <p>users without installing software on individual workstations. Users access Laserfiche through a Web browser. Authorized users scan, index and otherwise manage documents with Web Access. Staff can also search, retrieve, create, move, rename and annotate documents from the Web, as well as participate in workflow processes. Web Access has real-time access to the Laserfiche repository, which means that information input into Laserfiche is instantly available to all users, whether connected directly to your server, or using Web Access. Also included with Web Access is the Laserfiche SharePoint integration. Laserfiche was the first electronic records management solution to obtain joint Department of Defense records management certification with SharePoint. Laserfiche Web Access also provides real-time access to your Laserfiche repository through the use of mobile devices. The Laserfiche iPad and iPhone apps provide impressive access, and Web Access Light is very useful for other tablets and mobile phones. Laserfiche mobile and Web Access Light are included with Web Access.</p> <p>Laserfiche Mobile/App is an app that lets you capture, upload, and securely access and work with documents in and outside your Laserfiche repository while on the go. You can review and submit forms from the app as well. You can browse for documents in a folder structure; search the entire repository or a specific folder; create, copy, move, rename, sign, download, print, and delete documents; modify document fields; view annotations; submit and approve forms; view and work with offline documents and forms; and start and view business processes. Additionally, you can add documents to your repository from other apps, the mobile device's gallery, or its camera. Gallery and camera images can be processed and enhanced for easier viewing.</p> <p>Laserfiche Forms Essentials comes with all Laserfiche Rio and Avante 10.2.1 installations and upgrades. All full named users can sign in to Laserfiche Forms, submit forms, access tasks, and perform any other action in Laserfiche Forms that their Laserfiche Forms security settings allow them (e.g., creating or administering business processes). These users are automatically retrieved from the Laserfiche Server and are managed on the System Security page in Laserfiche Forms. Forms Essentials Full Users have access to the core features necessary to design processes and forms. Essential Users also have access to the Operational Dashboard where they can view statistics on process in progress.</p> |
| Standard Audit Trail Module | <p>The Standard Audit Trail Module provides you with the ability to track activity within your Laserfiche database (e.g., who accessed which document when, who input a document, who added pages, or moved a</p> |

| | |
|---|---|
| | <p>document, etc.). Standard Audit Trail also tracks failed attempts to access or change content and allows custom auditing by trustee. A built-in Report Wizard guides you through creating auditing reports and enables you to save frequently viewed reports. If you wish to create more advanced reports, you can also use 3rd party reporting software, such as Crystal Reports, with Audit Trail. Audit Trail is an excellent tool for an added level of security and/or for monitoring staff productivity.</p> |
| <p>Laserfiche Forms Automation* <i>*limited to installation on one server</i></p> | <p>Laserfiche understands that forms are a key component of many organizational business processes. If the base ECM application is considered the “engine,” many consider automated forms the “transmission” that drives paperless business processes.</p> <p>Therefore, Laserfiche has designed forms automation solutions to help you integrate this key element into your overall ECM strategy:</p> <ul style="list-style-type: none"> • PDF Forms Automation through Laserfiche Workflow. Built into the core Laserfiche Workflow are activities specifically designed around automating PDF forms. Some of these workflow/process activities include: retrieving values from a PDF form and storing them as tokens; pre-filling portions of a PDF form; verify PDF signatures, and more. • Laserfiche Forms Professional is a product that provides a solution for organizations to build web forms and manage their business processes. Laserfiche Forms has a drag and drop graphic user interface which allows business users to easily model their processes and design the forms associated with the process. The web based application provides out-of-the-box integration with the Laserfiche ECM suite, as well as the ability to automate complicated processes and integrate with external systems. You can set security levels to designate administrators or users for each process. Also, you can assign a form to a specific user or group, making team collaboration easy and secure. |

INVESTMENT DETAIL & OPTIONS

Hardware or any applicable taxes are not included in price, unless otherwise noted.

| Line Item Description | Model # | Quantity | Unit Price | Total |
|---|---------|----------|------------|--------------------|
| Base Software | | | | |
| Avante Server for MS SQL with Workflow | MSE30 | 1 | \$5,000.00 | \$5,000.00 |
| Avante Named Full User with Snapshot, Web Access & Email | MNF16 | 49 | \$600.00 | \$29,400.00 |
| Base Software Subtotal | | | | \$34,400.00 |
| Add-Ons/Plug-Ins | | | | |
| Avante Standard Audit Trail | MATM16 | 49 | \$75.00 | \$3,675.00 |
| Avante Forms | MFRM16 | 49 | \$50.00 | \$2,450.00 |
| Add-Ons/Plug-Ins Subtotal | | | | \$6,125.00 |
| Support | | | | |
| LSAP Avante Server for MS SQL with Workflow | MSE30B | 1 | \$1,000.00 | \$1,000.00 |
| LSAP Avante Named Full User with Snapshot, Web Access & Email | MNF16B | 49 | \$120.00 | \$5,880.00 |
| LSAP Avante Standard Audit Trail | MATM16B | 49 | \$15.00 | \$735.00 |
| LSAP Avante Forms | MFRM16B | 49 | \$10.00 | \$490.00 |
| Support Subtotal | | | | \$8,105.00 |
| Professional Services | | | | |
| Workflow Requirement Gathering-Development On-Site Days | | 4 | \$1,950.00 | \$7,800.00 |
| Laserfiche Installation and Training On-Site Days | | 3 | \$1,950.00 | \$5,850.00 |
| Laserfiche Project Management | | 1 | \$500.00 | \$500.00 |
| OnBase to Laserfiche Data Conversion | | 1 | \$7,000.00 | \$7,000.00 |
| Professional Services Subtotal | | | | \$21,150.00 |
| Grand Total | | | | \$69,780.00 |

**This development work is to create an automated way of creating base folder structures using the taxonomy supplied by the Oswego DSS department. See Appendix C for additional information.*

***The data conversion from OnBase to Laserfiche include a single doctype (Child Services) and uses a single index. See Appendix D for additional information. Data Conversion capped at 40 hours.*

Anticipated annual LSAP fees after the included 1st year for the above configuration would be \$8,105.00

Note: This estimate is subject to change based upon the then-current support prices for that year.

Automated Workflow Module and Electronic Forms (software) is included with Laserfiche Avante. If/when the client wishes to implement Automated Workflow and Electronic Forms, there will be additional development, configuration and training time required. We will be happy to assess any Workflow implementation desires with you and provide any relevant fees at your request. (Fees will be based on the number and complexity of the desired workflows to be implemented.) These additional service fees would not apply until you are ready to implement this component.

1. Adjustments to Performance Schedule; Rescheduling.

Adjustments to Schedule. Upon the mutual consent of the County and General Code, the "Performance Schedule" may be changed or extended as outlined below.

Rescheduling. The County must notify General Code, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay.

Travel-related penalties incurred by General Code due to a change in the Installation / Training schedule by the County may be charged directly to the County unless the delay is a result of a state of emergency.

2. Contract Cancellation Policy.

If the County chooses to cancel this contract, it must do so in writing. The County will be billed for the following contract-related expenses incurred and services provided up to the receipt of written contract cancellation, including:

- Any and all travel-related expenses incurred by General Code,
- Any and all consultation, installation and training services performed by General Code,
- Any and all software-related expenses incurred by General Code as per the Laserfiche Software Return Policy.

3. Laserfiche Software Return Policy:

- Unopened and not activated products can be returned within 30 days from the date of purchase at no charge.*
- Unopened and not activated products returned between 31 days to 120 days from the date of purchase will incur a 15% restocking fee on the original purchase price.*
- There is no return of products over 120 days from the date of purchase.
- There is no return of products that have been opened or activated.

**Return Credit, less applicable charges, will only be given after Laserfiche receives a letter of confirmation that the software was not opened or activated.*

AUTHORIZATION & AGREEMENT

The County of Oswego, New York hereby agrees to the procedures outlined above, to General Code's Content Management Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at <http://cms.generalcode.com/terms-conditions>, and are incorporated herein by reference, and authorizes General Code to proceed with the project.

Electronic Document Management Project

\$69,780.00

Estimated Annual support fee second year forward (LSAP): \$8,105.00

Note: This estimate is subject to change based upon the then-current support prices for that year.

SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE

All software components will be ordered approximately three weeks prior to installation and shipped to customer. The software maintenance (annual support) will start 30 days after software order.

- \$48,630.00 of the project price shall be invoiced upon the order of the software and support.
- \$6,350.00 of the project price shall be invoiced upon completion of the installation and training.
- \$7,800.00 of the project price shall be invoiced upon completion of the development work.
- \$7,000.00 of the project price shall be invoiced upon completion of OnBase data conversion.

(Client please fill out) Invoice for this Project to be sent to:

Department: _____ Contact Name: _____

COUNTY OF OSWEGO, OSWEGO COUNTY, NEW YORK

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, CMS, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

In order to authorize the project:

1. *Sign the Proposal*
 2. *Fax or email the Authorization & Agreement Section only to: ICCCDS@generalcode.com • fax (585) 328-8189*
 3. *Mail the signed Proposal to General Code at: 781 Elmgrove Road • Rochester, NY 14624*
- Upon request General Code can sign and mail a copy of this agreement back to the Municipality for its records.*

APPENDIX A – RECOMMENDED SERVER/WORKSTATION SPECIFICATIONS

Please click on the below links to view current specifications:

[Laserfiche Avante Minimum Recommended Hardware Specs](#)

[Laserfiche Default Ports](#)

[Virtualization Considerations for Laserfiche](#)

APPENDIX B – INSTALLATION, TRAINING AND SUPPORT

Pre-Installation Teleconference and Technical Review

Prior to the on-site installation and training, one of General Code's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda for the on-site days.

Customized, Hands-On Training

General Code provides practical hands-on training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Our training experts will come on-site to your facility and provide thorough training for your staff with manuals customized to your specific system and needs. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

Our standard Laserfiche user training covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

Administrator Training covers the system administrative functions and typically takes place throughout the on-site sessions, as appropriate.

Laserfiche Software Assurance Plan (LSAP)

LSAP is renewable on an annual basis and was created to deliver critical program updates and provide on-going technical support for your Laserfiche document management system. With LSAP you will always be confident that you are receiving the very best performance and quality possible.

TECHNICAL SUPPORT

Technical Support covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades, as appropriate.

The first line of technical support is via telephone, using our toll-free number (855-436-5500) or via e-mail at lfsupport@generalcode.com. With Basic LSAP service, technical support requests not immediately addressed will be acknowledged within 8 business hours, with the majority of response times within 2 hours. General Code's support technician will discuss the issue with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you. You will also receive a Case number for future reference. By

providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running.

SOFTWARE PATCHES AND UPGRADES:

In addition to receiving technical support, customers with a current LSAP contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche is continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer after a period of additional General Code in-house testing, as applicable. These patches and software upgrades are available for download at our FTP site. Customers are given the option of applying the patches themselves or having one of our Laserfiche technicians apply the patch remotely.

There is no additional cost for the installation of minor software updates or patches (typically called 'point releases'). Major software updates (typically called 'version releases') may have associated service charges to install, upgrade, or to migrate your Laserfiche software to the new major release level. Related training on new functionality of the upgraded software may also have associated service charges. Any additional charges will be outlined and quoted to you in advance.

LASERFICHE OFF-HOURS SYSTEMS UPGRADES:

At times it is a requirement that Laserfiche systems upgrades are done during off hours or over the weekend to minimize operational interruptions. General Code is happy to work with our customers to accommodate these requirements. With changes in the law regarding payment of overtime for non-exempt helpdesk staff that are involved in doing work after hours or over the weekend, they must be paid overtime. General Code is going to begin charging a nominal fee for the off-hours work to cover this new expense. The charge will not exceed \$500.00 for the time involved.

Services covered under LSAP:

- Remote troubleshooting and repair to the best of our ability of any errors generated by Laserfiche
- Remote troubleshooting and repair to the best of our ability any Laserfiche functionality that is not working
- Provide and remotely apply minor patches/point releases on an as needed basis
- Respond to request calls within 8 business hours, if not immediately
- Provide technical support between the hours of 8:00 AM - 5:00 PM EST
- Provide access to all major and minor patches provided by Compulink Laserfiche
- Access to TIPS and FAQs on the General Code website
- User group meetings
- Access to Laserfiche's knowledgebase
- Regular newsletters - Laserfiche & The Decoder
- Access to webinars

Services not covered under LSAP:

- Training - New user or refresher training - either on-site or remote
- Repair of damaged databases
- Establishment of SQL maintenance plan
- Addition of custom features or functionality to the software
- Support or troubleshooting of third party software
- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Installation, Migration, Upgrading of software related to major software releases
- Problems or faults caused by use of the product outside its normal operating conditions.
- On-site technical support, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.
- On-site consulting or training, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.

Customer's Obligation:

- To maintain appropriate backups of the Laserfiche database and associated files.
- To contact General Code prior to implementing significant network changes that has the potential to impact the Laserfiche system. Some examples are, operating system changes on either the server or PC, replacement of existing PCs or server(s), and changes in network configurations, such as server name, IP address or workgroup on PCs.
- To have Internet access on the Laserfiche server and all workstations where the Laserfiche client is installed and be willing to allow our Support Technicians remote access to the Customer's Laserfiche system via GoToAssist or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number and e-mail address on the registration form.
- To describe technical issues completely in order to provide General Code's Support Technician sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.

APPENDIX C – SAMPLE DSS FOLDER STRUCTURE

General Code recommends the County use a Laserfiche folder structure organized by Case Number with subsequent sub-folders included within the DSS taxonomy. Note that these folders are subject to change depending on the County's needs.

- ☐ Case Number
 - ☐ CS Accounting Examiners
 - ☐ CS Accounting SCU
 - ☐ CS Client/Child
 - ☐ CS Correspondence
 - ☐ CS Court Data Sheets
 - ☐ CS Court Orders
 - ☐ CS Employer
 - ☐ CS Enforcement
 - ☐ CS Family Court
 - ☐ CS Legal
 - ☐ CS Paternity
 - ☐ CS Respondent
 - ☐ CS UIFSA/Intrastate
 - ☐ CS Vital/Permanent

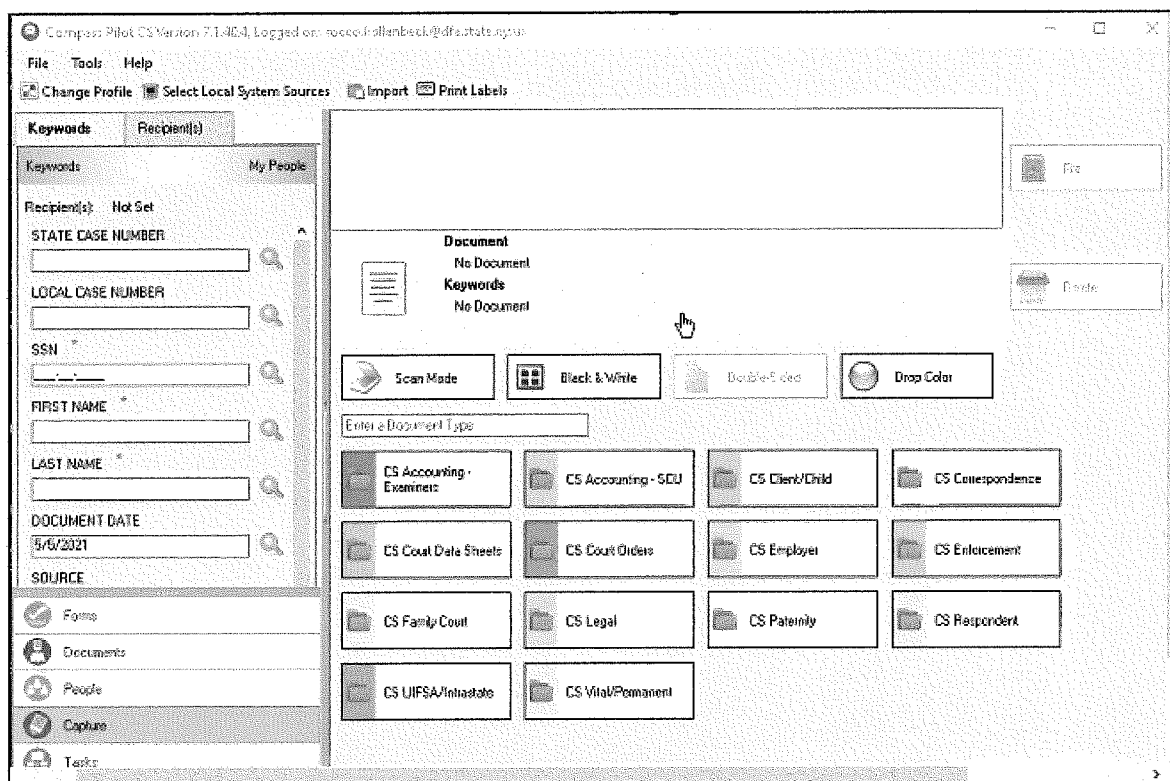


Figure – current folder structure/taxonomy within the OnBase System


APPENDIX D – SAMPLE INDEX FROM CURRENT ONBASE SYSTEM

General Code will extract the indexing information from the current OnBase system:

State Case Number
 Local Case Number
 First Name
 Last Name
 SSN
 Compass Number (might not need)
 Birth Date
 SIS Number
 State ID

Figure - the section in red denotes the index that will be extracted along with the images.

7/19/2021

| | |
|--|------|
| COUNTY TREASURER | DATE |
| | |
| HUMAN RESOURCES DIRECTOR | DATE |
|  | 8/21 |
| COUNTY ADMINISTRATOR | DATE |
| | |
| DEPARTMENT HEAD | DATE |
| | |

RESOLUTION NO. 174

**RESOLUTION AUTHORIZING RECLASSIFICATION OF FIVE (5) POSITIONS
IN THE DEPARTMENT OF SOCIAL SERVICES**

By Legislator Roy Reehil:

Upon recommendation of the Human Services Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, the Social Services Commissioner has identified the need to reclassify five (5) existing Clerk positions to Typist positions to align with current job duties and to facilitate reassignment of work duties across the Department, and

RESOLVED, that five (5) full time Clerk positions, 601005201, 601005203, 601005204, 601005205, and 601005206, Grade one (1) in the CSEA Oswego County Local 838, be reclassified to Typist, Grade three (3) in the CSEA Oswego County Local 838, and be it

RESOLVED, that the salary increase due to the reclassification of these five (5) positions will not require a budget modification as it will be absorbed by Salaries/Wages which are underspent for 2021, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Office and Human Resources Director shall be their authority to make such adjustments.

ADOPTED BY VOICE VOTE ON AUGUST 12, 2021:

YES: 18 NO: 1 ABSENT: 6 ABSTAIN: 0



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5435 • fax 315.963.5477

INFORMATIONAL MEMORANDUM

To: Human Services Committee and Oswego County Legislature

Subject: Reclass Clerk Titles to Typist

Purpose: To reclassify Clerk positions to title of Typist, as discussed at the February 2020 Finance & Personnel Meeting.

Summary: DSS is requesting that 5 vacant Clerk titles within the Department be reclassified to the title of Typist. This reclassification will allow for much improved flexibility in the assignment of duties to meet the needs of our department. Many of the duties that the Clerks currently perform are contained within the Typist position description. The reclassification of the title to Typist would level the playing field for all of our base-level clerical staff in Assistance Programs, allowing for extensive cross-training and more flexible, reliable coverage for priority duties across the Department as needed and better efficiency as we continue to streamline Department programs & services.

Oswego County Human Resources is in support of this reclassification. HR has deemed the Clerk and Typist qualifications comparable, as their corresponding Civil Service Exams are exactly the same, effectively rendering the Clerk title obsolete. As 4 current DSS Clerk titles will now be vacant as of 7/12/2021, with the 5th Clerk eligible for change in title to Typist, we are bringing them forward to be reclassified to the Typist title, as discussed when our first Clerk vacancy was reclassified in February 2020.

The Department respectfully requests approval of this request. The increase in annual wages will be \$1,617 if all 5 positions are reclassified. **Local share increase is \$404.**

**Recommended
Action:**

DSS recommends the Human Services Committee and the Finance & Personnel Committee to authorize the reclassification of all 5 Clerk titles to Typist, effective 8/13/2021.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS

DIVISION/UNIT (NUMBER): 6010

A. NEW POSITION REQUEST

1. Position Title Requested:

2. Bargaining Unit: ☐ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: _____ Grade: _____

b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

6. Complete New Position Duties Statement (p. 3 & 4).

B. RECLASSIFICATION REQUEST

1. Present Title: Clerk 2. Position #: 601005201, 5203, 5204, 5205, 5206

3. Present Salary/Hourly Rate: \$13.22 Grade: 1

4. Requested Title: Typist (5 positions) - see attached for current & new hourly rates/annual salaries

5. Requested Salary:

a. Bargaining Unit: CO-OP Hourly Rate: \$14.12 Grade: 3

b. Management or OCPA – Salary Requested: _____ Grade: _____

6. Percent of Federal and/or State Reimbursement: 75% Fringe Reimbursed: ☒ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): *Clerks in the Assistance Programs Unit provide various support functions to the Assistance Programs Team. Specific job duties include review and copying of incoming documentation requested for eligibility, completing document requests received by law firms, assigning and verification of case numbers, imaging electronic records and filing of paper case records, coverage of front desk and mail room. Typists would be able to provide additional support to the Assistance Programs team on a broader scale, as needed. This would allow us greater flexibility in meeting the demands of the Unit by assigning the higher level Typist duties to all of the Unit's support staff. The title of Clerk has become obsolete; the civil service exam for Clerk and for Typist are exactly the same, so all Clerks will be able to move to Typist position without further exam.*

C. POSITION DELETION

1. Title to be Deleted:

2. Position #

3. Salary Savings:

4. Reason for Deletion:

8. Complete New Position Duties Statement (p. 3 & 4).

| Position # | Title | 2021 hrly | 2021 Salary (MUNIS) | Salary - remainder of 2021 | New Title | New Hourly | New Salary | New salary remainder of 2021 | Total Change 2021 | Total Annual Change |
|------------|-------|---------------|---------------------------|----------------------------------|--------------|---------------|------------------|---------------------------------------|-------------------------|---------------------------|
| *601005201 | CLERK | \$13.06 | \$23,861 | \$9,142 | Typist | \$14.12 | \$25,698 | \$9,884 | \$742 | \$1,838 |
| 601015203 | CLERK | \$16.72 | \$30,542 | \$11,704 | Typist | \$14.12 | \$25,698 | \$9,884 | (\$1,820) | (\$4,844) |
| 601015204 | CLERK | \$17.05 | \$31,151 | \$11,935 | Typist | \$19.10 | \$34,762 | \$13,370 | \$1,435 | \$3,611 |
| 601015205 | CLERK | \$13.48 | \$24,628 | \$9,436 | Typist | \$14.12 | \$25,698 | \$9,884 | \$448 | \$1,070 |
| 601015206 | CLERK | \$14.37 | \$26,254 | \$10,059 | Typist | \$14.12 | \$25,698 | \$9,884 | (\$175) | (\$556) |
| | | Totals | \$136,436 | \$52,276 | | | \$137,556 | \$52,906 | \$630 | \$1,120 |

*Position previously approved to fill, but as a Clerk. Requesting that the title be changed to Typist prior to filling.

Civil Service Law: Section 22. Certification for positions. Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

**OSWEGO COUNTY HUMAN RESOURCES
DEPARTMENT**

NEW POSITION DUTIES STATEMENT

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

| | | |
|---|---|---------------------------------------|
| 1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE DSS | DIVISION, UNIT, OR WORK SECTION Assistance Programs | LOCATION OF POSITION Mexico |
| 2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. Title requested: <i>Typist</i> | | |
| PERCENT OF WORK TIME | | |
| 10% | <i>Managing incoming documentation from clients to be used for eligibility</i> | |
| 10% | <i>Assigning program case numbers and verifying them for use with the associated case</i> | |
| 25% | <i>Imaging of all program case-related documents, checking for document quality and indexing all records to the appropriate case record categories within the digital archive.</i> | |
| 5% | <i>Preparing documents to fulfill case record requests from law firms, individual clients and FOIL requests</i> | |
| 20% | <i>Providing coverage of all mail room duties, including receiving, processing and distributing mail to entire Department, as well as preparing all out-going mail.</i> | |
| 5% | <i>Preparing all documents for mass mailings to clients and processing them for US mail.</i> | |
| 20% | <i>Greeting all clients and visitors to the building, processing their identification within our PeopleTrack system, notifying appropriate teams/staff of appointments or walk-ins, providing building & community information and notifying staff of security risk notations</i> | |
| 5% | <i>Operate office machinery to prepare any large copying jobs for mailing or to fulfill other staff requests</i> | |
| | | |
| | | |
| | (Attach additional sheets if more space is needed) | |

3. Names and titles of person supervising (general, direct, administrative, etc.).

| NAME | TITLE | TYPE OF SUPERVISION |
|----------------|-----------------------------|---------------------|
| Deborah Dudley | Sr. Social Welfare Examiner | Direct |

4. Names and titles of persons supervised by employee in this position.

| NAME | TITLE | TYPE OF SUPERVISION |
|------|-------|---------------------|
| | | |
| | | |

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

| NAME | TITLE | LOCATION OF POSITION |
|---------------|--------|----------------------|
| Kathy Nolting | Typist | Mexico |
| Kelly Munger | Typist | Mexico |

6. What minimum qualifications do you think should be required for this position?

Education: ☒ High School _____ years
☐ College _____ years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type):

Essential knowledge, skills and abilities: *Knowledge of office terminology, practices, and procedures. Ability to set up forms, charts, and tabular listings; perform detail work involving visual effort and strain; understand and follow oral and written instructions; organize and maintain records and files; deal effectively with the public; use computer software effectively.*

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 7/19/2021

Title: Commissioner

Signature:

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

7/23/19

(page 4 of 4)

RESOLUTION NO. 175

**RESOLUTION AUTHORIZING CREATION OF ONE TEMPORARY POSITION
IN THE DEPARTMENT OF SOCIAL SERVICES**

By Legislator Roy Reehil:

Upon recommendation of the Human Services Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, the Social Services Commissioner has identified the need to create one (1) Sr. Accountant (temporary – 4 months) position in Employment & Training to allow for training in anticipation of the current Sr. Accountant's retirement, and

RESOLVED, that one (1) Sr. Accountant – Temporary, Grade 13 in the CSEA Oswego County Local 838 be created effective 11/29/21, and be it

RESOLVED, that the salary increase due to the creation of this position will not require a budget modification as it will be absorbed by Salaries/Wages which are underspent for 2021, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Office and Human Resources Director shall be their authority to make such adjustments.

ADOPTED BY CONSENT VOTE ON AUGUST 12, 2021:
YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5435 • fax 315.963.5477

INFORMATIONAL MEMORANDUM

To: Human Services Committee and Oswego County Legislature

Subject: Create one (1) Sr. Accountant position (temporary – 4 mos)

Purpose: To create one (1) Sr. Accountant position (temporary – 4 mos) to allow for training in preparation of sole Sr. Accountant responsible for Employment & Training Budget

Summary: DSS has identified the need to create a 4-month temporary Sr. Accountant position for Employment & Training to begin 11/29/21 – 3/31/22. The current Sr. Account is and has been for many years the sole employee responsible for the fiscal management of all funding streams and grants utilized to fund Employment & Training activities. He intends to retire in March 2022. The various funding streams to be managed are complex, and many have stringent reporting requirements and outcome measures that must be met to maintain current funding levels. The new Sr. Accountant, depending on work history, may also have to learn MUNIS from the bottom up along with all E&T program-related fiscal regulations. This employee will work closely with the Director of Employment & Training in carrying out their role and will report directly to the Director of Fiscal Management. The temporary position will be deleted upon the retirement of the current Sr. Accountant.

The Department respectfully requests approval of this request. The increase in wages & fringe will be \$7,170 for the remainder of 2021. This position will be reimbursed at 91% federal. **Local share increase is \$645. The creation of this new position will be budget neutral for 2021 with all costs absorbed by unspent 2021 salary/wages & fringe.**

Recommended Action: DSS recommends the Human Services Committee and the Finance & Personnel Committee to authorize the creation of one (1) temporary Sr. Accountant position, effective 11/29/21.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS

DIVISION/UNIT (NUMBER): 6292

A. NEW POSITION REQUEST

1. Position Title Requested: Sr. Accountant - temporary (4 mos)

2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: \$26.81 Grade: 13

b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: 91% Fringe Reimbursed: ☒ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

This Senior Accountant is the sole Accountant responsible for all of the budgeting, payments and claiming for the Employment & Training Division. This employee has 30 years of experience as of the end of this year and plans to retire in March 2022. Because he is the sole employee with the knowledge of all of the fiscal detail of managing the multiple programs, funding streams and grants attached to them, we are in need of a few months of shadowing/training for his successor. This temporary Sr. Accountant may also need to learn MUNIS from the ground up.

6. Complete New Position Duties Statement (p. 3 & 4).

B. RECLASSIFICATION REQUEST

1. Present Title: _____ 2. Position #: _____

3. Present Salary/Hourly Rate: _____ Grade: _____

4. Requested Title: _____

5. Requested Salary: _____

a. Bargaining Unit: _____ Hourly Rate: _____ Grade: _____

b. Management or OCPA – Salary Requested: _____ Grade: _____

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

8. Complete New Position Duties Statement (p. 3 & 4).

| |
|-----------------------------|
| C. POSITION DELETION |
| 1. Title to be Deleted: |
| 2. Position # |
| 3. Salary Savings: |
| 4. Reason for Deletion: |

NEW POSITION DUTIES STATEMENT

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

7/23/19

3. Names and titles of person supervising (general, direct, administrative, etc.).

| NAME | TITLE | TYPE OF SUPERVISION |
|------|-------------------------------|---------------------|
| TBA | Director of Fiscal Management | Direct |

4. Names and titles of persons supervised by employee in this position.

| NAME | TITLE | TYPE OF SUPERVISION |
|-------------|---------------|---------------------|
| Diane Gates | Account Clerk | Direct |

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

| NAME | TITLE | LOCATION OF POSITION |
|------------|----------------|----------------------|
| Cheryl Rox | Sr. Accountant | Mexico |

6. What minimum qualifications do you think should be required for this position?

Education: ☐ High School _____ years
☒ College 4 years, with specialization in Accounting, Business Admin or related
☐ Other _____ years, with specialization in _____

Experience (list amount and type): *3 years experience in auditing, municipal budgeting, or financial planning and analysis, 1 year of which must have been supervisory.*

Essential knowledge, skills and abilities: *Knowledge of principles, practices and terminology of general and governmental accounting; financial administration including budgeting and reporting; computerized application of accounting systems, both mainframe and personal computers; ability to analyze and evaluate accounting problems and devise solutions; analyze complex financial and statistical documents*

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 7/22/2021

Title: Commissioner

Signature:

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

PART-TIME/TEMPORARY BUDGET REQUEST FORM

DEPARTMENT:

DIVISION/UNIT (NUMBER):

1. Please provide the following information for positions which you intend to employ on a part-time/temporary basis:

| TITLE | POSITION NUMBER | HOURS/ WEEK | HOURLY RATE | NO. WEEKS | JUSTIFY THE NEED FOR EACH TITLE | DOLLARS REQUESTED |
|-------|--------------------|----------------|----------------|--------------|------------------------------------|----------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

(Add pages as needed.)

-OVER-

PART-TIME/TEMPORARY BUDGET REQUEST FORM

| | |
|---|----|
| 2. Total Part-time/Temporary dollars requested for next year: | \$ |
| 3. Total Part-time/Temporary dollars budgeted in current year: | \$ |
| 4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested. | |

OTHER HOURS BUDGET REQUEST FORM

DEPARTMENT: _____

DIVISION/UNIT (NUMBER): _____

| CATEGORY: | AMT IN CURRENT BUDGET: | AMT BUDGETED NEXT YEAR: | POSITIONS AFFECTED: | JUSTIFICATION: |
|---|------------------------------|-------------------------------|---------------------|----------------|
| Retention & Recruitment Incentive (511000) | | | | |
| Overtime (512000) | | | | |
| Shift Differential (514100) | | | | |
| Vacation Buy Back (514200) | | | | |
| Additional Hours (514300) | | | | |
| Holiday Premium (514400) | | | | |
| Call Time (514500) | | | | |
| 207-C Wages (514600) | | | | |

RESOLUTION NO. 176

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
DEPARTMENT OF SOCIAL SERVICES
TO MOVE CODE BLUE FUNDS TO THE CARES FUNDING ALLOCATION LINE**

By Legislator Roy Reehil:

Upon recommendation of the Human Services Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY CONSENT VOTE ON AUGUST 12, 2021:
YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 176 of 2021

| | |
|---------------------------|----------------------|
| A6010 545500 CODBL | (\$99,927.00) |
| A6010 436890 CODBL | \$99,927.00 |
| A6010 545500 CARES | \$99,927.00 |
| A6010 44610 | (\$99,927.00) |



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5435 • fax 315.963.5477

INFORMATIONAL MEMORANDUM

TO: Human Services Committee, Oswego County Legislature

FROM: Stacy Alvord, MSW, Commissioner

DATE: July 21, 2021

SUBJECT: Budget Modification for CARES/Code Blue funds

SUMMARY: Per request by New York State, Oswego County is moving its Code Blue funding allocation (accepted in February 2021) to the CARES funding allocation line.







All funds for Code Blue will be claimed under Grants Gateway along with ESG-CV funds.

This budget modification is budget neutral.

RECOMMENDED

ACTION: The Department of Social Services recommends that the Human Services Committee, the Finance and Personnel Committee, and the Oswego County Legislature approve this Budget Modification.

2021
7/20/2021

| COMMITTEE SIGNATURES | DATE |
|---|--------|
|  | 8/2/21 |
|  | 8/2/21 |
|  | 8/2/21 |
|  | 8/2/21 |
|  | 8-2-21 |
|  | 8-2-21 |

| DEPARTMENT HEAD | DATE |
|-----------------|------|
|-----------------|------|

RESOLUTION NO. 177

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
YOUTH BUREAU- ADDITIONAL NYS AID YOUTH DEVELOPMENT**

By Legislator Roy Reehil:

Upon recommendation of the Human Services Committee of this body, with the approval of Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and he hereby is authorized to transfer the funds from and to the accounts as shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer and Budget Officer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY CONSENT VOTE ON AUGUST 12, 2021:
YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 177 of 2021

**A7310 438200
A7310 545500**

**(\$17,765.00)
\$14,761.00**

Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX
70 BUNNER STREET
OSWEGO, NY 13126

(315) 349-3451
FAX (315)-349-3231



Brian Chetney Executive Director
brian.chetney@oswegocounty.com

July 21, 2021

Informational Memorandum

| | |
|---------------------|---|
| Purpose: | Additional New York State Aid Youth Bureau Youth Development |
| Summary: | Bring back line amounts to designated totals without the 20% withholding |
| Recommended Action: | The department recommends the budget modification bringing back line amounts without the 20% withholds be approved. |

BUDGET MODIFICATION REQUEST

Send form to County Administrators Office for approval

RESOLUTION NO. 178

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
YOUTH BUREAU- ADDITIONAL NYS AID PARKS & RECREATION**

By Legislator Roy Reehil:

Upon recommendation of the Human Services Committee of this body, with the approval of Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and he hereby is authorized to transfer the funds from and to the accounts as shown on the attached budget modification request for additional New York State Aid Parks & Recreation, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer and Budget Officer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY CONSENT VOTE ON AUGUST 12, 2021:
YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 178 of 2021

| | |
|------------------|--------------|
| A7020 438200 | (\$900.00) |
| A7020 438200 REC | (\$5,200.00) |
| A7181 438200 | (\$400.00) |
| A7180 438200 | (\$270.00) |
| A7020 545500 | \$120.00 |

Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX
70 BUNNER STREET
OSWEGO, NY 13126

(315) 349-3451
FAX (315)-349-3231



Brian Chetney Executive Director
brian.chetney@oswegocounty.com

July 21, 2021

Informational Memorandum

| | |
|---------------------|---|
| Purpose: | Additional New York State Aid Parks & Recreation |
| Summary: | Bring back line amounts to designated totals without the 20% withholding |
| Recommended Action: | The department recommends the budget modification bringing back line amounts without the 20% withholds be approved. |

DATE: 7/2
COUNTY C. OSWEGO
BUDGET MODIFICATION REQUEST

FROM TO
(OR REVENUE) (OR APPROPRIATION)

| ACCOUNT NUMBER | | | ACCOUNT NUMBER | | REASON FOR REQUEST | DOLLAR AMOUNT |
|----------------|--------|------|----------------|--------|--|---------------|
| DEPT. | OBJECT | SUB. | DEPT. | OBJECT | | |
| A7020 | 438200 | | | | State Aid Youth Programs | (\$900.00) |
| A7020 | 438200 | REC | | | State Aid Youth Programs | (\$5,200.00) |
| A7181 | 438200 | | | | State Aid Youth Programs | (\$400.00) |
| A7180 | 438200 | | | | State Aid Youth Programs | (\$270.00) |
| | | | A7020 | 545500 | Other Supplies & Exp. - General | \$120.00 |
| | | | | | | |
| | | | | | | |
| | | | | | This is to reverse the 20% withholding from NYS SA from 2021 | |
| | | | | | BUDGET YEAR: 2021 | |
| TOTAL AMOUNT | | | | | | (\$6,650.00) |

COMMITTEE SIGNATURES

COUNTY TREASURER DATE

PERSONNEL DIRECTOR

(Personnel Services Only)

DATE

COUNTY ADMINISTRATOR

DATE

DEPARTMENT HEAD - DATE

3.13 /Form/Budget Mod

Send form to County Administrators Office for approval

RESOLUTION NO. 179

**RESOLUTION AUTHORIZING THE COUNTY OF OSWEGO TO ACCEPT THE
DONATION OF A CLIBING TOWER/WALL, A MULTIUSE PLAYGROUND
STUCTURE, AND A NEW SWING SET FROM FRIENDS OF CAMP HOLLIS**

By Legislator Roy Reehil:

WHEREAS Camp Hollis is in need of replacing its outdated playground. Friends of Camp Hollis would like to donate a new playground. There are three phases to the new playground project: Phase One will build a climbing tower/wall. Phase Two will add a multiuse playground structure. Phase Three will install a new swing set.

NOW, upon recommendation of the Human Service Committee, be it

RESOLVED, that the County accept the donation of a climbing tower/wall, a multiuse playground structure, and a new swing set from Friends of Camp Hollis for Camp Hollis.

ADOPTED BY CONSENT VOTE ON AUGUST 12, 2021:

YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

LEGISLATURE

COUNTY

OSWEGO

Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX
70 BUNNER STREET
OSWEGO, NY 13126

(315) 349-3451
FAX (315)-349-3231



Brian Chetney Executive Director
brian.chetney@oswegocounty.com

July 26, 2021

Informational Memorandum

| | |
|---------------------|---|
| Purpose: | To accept the donation from Friends of Camp Hollis of a climbing wall, multi-structure playground, and swing set for Camp Hollis. |
| Summary: | Camp Hollis is need of replacing its outdated playground. Friends of Camp Hollis would like to donate a new playground. There are three phases to the new playground project: Phase One will build a climbing tower/wall. Phase Two will add a multiuse playground structure. Phase Three will install a new swing set. The total cost is \$59,589. |
| Recommended Action: | The department recommends the county accept the donation from Friends of Camp Hollis of a climbing wall, multi-structure playground, and swing set for Camp Hollis. |

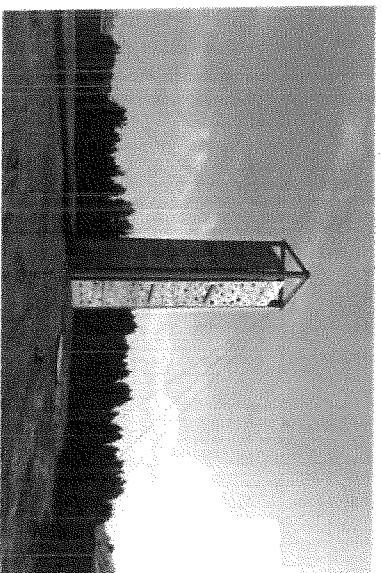
Phase 1
\$19,000



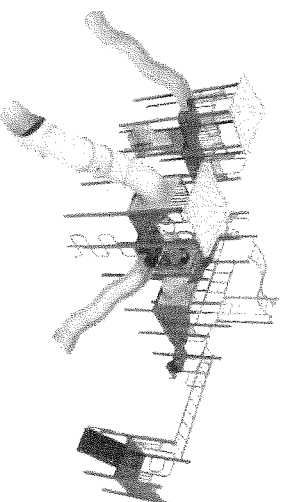
Phase 2
\$32,407



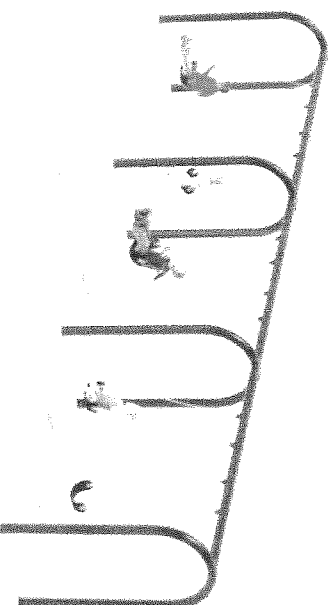
Phase 3
\$6,035



**30ft climbing
tower equipped
with 3 sides of
climbing fun**



**A brand new
playground design
that will welcome
children of all
abilities to outdoor
recreation**



**Brand new
playground swing
set that will
upgrade one of the
most popular
elements of the
playground**



A Catalyst for Change

August 3, 2021

Friends of Camp Hollis
Attn: Aimee Glerum
PO Box 291
Oswego, NY 13126

Dear Aimee,

It is my pleasure to enclose a check in the amount of \$25,000 in full payment of the grant awarded to Friends of Camp Hollis by the Richard S. Shineman Foundation. These funds are to be used for the project, *Playground Improvement Plan*, in accordance with the budget included with your proposal.

A condition of this grant is that you agree to submit a fiscal and narrative report. Your report is an opportunity to reflect upon the Project's challenges and successes. Evaluation is the key to program improvement and problem solving.

Your final report will be due on or about December 15, 2021. You will receive an email reminder 14 days in advance of this due date.

If, in the future, deviations from the project budget are foreseen, please contact me as soon as possible to discuss this. **No substantial changes in the budget or the grant period may be made without prior written approval from the Foundation.** If the project is delayed, you must request an extension of time or return the funds.

We request that in any publicity given this grant, acknowledgment be made that funds were received from the Richard S. Shineman Foundation. See enclosed guidelines, "Acknowledging Your Grant and Publicizing Your Work." All press releases must be approved by the Foundation prior to release.

The Shineman Foundation is proud to support Friends of Camp Hollis for the project, *Playground Improvement Plan*. Congratulations, and keep up the good work!

If you have any questions, do not hesitate to get in touch with me.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen S. Goetz".

Karen S. Goetz
Executive Director

Cc: Jim Farfaglia

Ropes Course Inspectors

Safety Is No Accident

P. O. Box 1082
Amarillo, Texas 79105-1082
806-290-8895
ropescourseinspectors@hotmail.com

Date: June 21st, 2021

To: Camp Hollis
% Zach Grulich

Subject: Invoice: Deposit for Outdoor Climbing Wall/Tower – August 21st, 2021

Bid for Climbing Wall/Tower:

Ropes Course Inspectors will on Saturday, August 21st, 2021 start building an Outdoor Climbing Wall/Tower. Climbing Tower (3 poles) will have two outside climbing walls that are 8' x 26' & two inside bouldering walls 10' x 8'. Price is \$13,950.00. Please look at the Scope of Work stated on page 2

Deposit Payment:

One-half (\$7000.00) of the total fee is payable before July 21st, 2021. The remaining balance is due on the day the work is finish.

Booking Date:

RCI will not book the above date until the deposit has been received. It will be made Permanent when RCI receives the above Deposit. We will mail out the Report after we have received full payment.

| | | |
|--|---|-------------|
| <u>Fee Climbing Tower</u> | = | \$13,950.00 |
| Deposit due before July 21 st , 2021 | = | \$ 7000.00 |
| Balance to be paid on or before August 31 st , 2021 | = | \$ 6950.00 |

Thank you for allowing us the opportunity to be your Challenge/Ropes Course provider.
We at Ropes Course Inspectors believe that: **Safety has NO room for compromise!**

Sincerely,

Bill Mundell

Association of Challenge Course Technology (ACCT)
Professional Ropes Course Association (PRCA)

26' Climbing Wall/Tower

(Triangle shape Tower)

Ropes Course Inspectors (RCI) will do the following:

- Build 26' climbing tower which will have two outside climbing walls that are 8' wide x 26' tall. One side will be open so as to have the boulder wall.
 - a. One Climbing route per side. Two climbers at a time can climb.
 - b. People Belay Dynamic Belay System
 - c. Deck on top of Tower
 - d. Stable type ladder to climb to the deck when need be
- Build 10' bouldering walls which will have two inside bouldering walls that are 8' wide x 10' tall.
 - a. Ten foot walls that will be build inside the tower and that a person can traverse the inside wall and go around the outside climbing walls. Boulder can traverse the perimeter of the Tower's 34'.
- It will have a People Belay System Dynamic Belay System (26' walls, one climber per side)
- Includes belay rope, carabiners (no ATC)
- Time to build is 6 to 7 days (depending on the weather)
- NOT Included in the Bid is:
 - *Belay Device – ATC
 - *Helmets
 - *Harnesses
 - *Poles (3 @ 40')

Camp Hollis will do the following:

- Will provide 3 poles that are 40' tall
- Will set the 3 poles seven feet into the ground at a place set aside by RCI (RCI has set a mark on the ground on/around May 4th, 2021 to where the poles must go.)
- Will set the 3 ground anchors (RCI has set a mark on the ground on/around May 4th, 2021 to where the poles must go.)

Brian Chetney

From: WillyGoat Toys & Playgrounds <fun@willygoat.com>
Sent: Friday, June 18, 2021 7:55 AM
To: sjimf903@twcny.rr.com
Subject: WillyGoat Equipment Quote #D2822



QUOTE #D2822

WillyGoat Quote

Hi Jim,

Thanks for your interest in WillyGoat playground equipment. You can check out more information about play systems here: Commercial Playgrounds & Playsets. Please see below for your quote and don't hesitate to contact us if you have any further questions!

Thanks and have a great weekend!

Ced

Here is your quote. You can pay via credit card below, but it will be subject to a 3.5% credit card fee or void the discount we can offer. To keep the pricing below and be invoiced to pay via wire or check, please give us a call or reply to this email at fun@willygoat.com

Quote summary



Bryce WillyGoat Playground Climber 11
4898 VALUE

\$32,407.99

Discount  GOOD THROUGH
07/30/21

-\$1,999.99

Subtotal

\$30,408.00

Shipping

\$5,583.00

Total

\$35,991.00 USD

You saved \$1,999.99

[Complete your purchase](#)

or [Visit our store](#)

Customer information

Shipping address

Jim Farfaglia
Friends of Camp Hollis



PLAY... It's What We Do Best!

Prepared By Angela Roberts
Email angela.roberts@apcplay.com
Phone (888) 401-6446 Ext 109
Fax

Contact Name Jim Farfaglia
Email sjimf903@twcny.rr.com
Phone (315) 402-6164

Quote Number 062116618
Quote Name Camp Hollis Swing Set
Created Date 06/10/2021
Expiration Date 08/06/2021

Bill To Name Camp Hollis
Bill To PO Box 291
Oswego, NY 13126
United States

Ship To Name Camp Hollis
Ship To 40 Health Camp Road
Oswego, NY 13126
United States

| Product | Product Code | Line Item Description | List Price | Sales Price | Quantity | Total Price |
|--|--------------|--|-------------|-------------|----------|-------------|
| 5" Arch Swing Frame 3-Bay | EFR0118XX | GREEN Frame Safety Use Zone: 48' x 32'; Includes (3) SII-AP00024XX Full Bay Package w/ seats, chains, and hardware | \$ 6,799.00 | \$ 6,799.00 | 1.00 | \$ 6,799.00 |
| 5-12 Made-for-Me Swing Seat-5 in.-8 ft.-Galvanized-Beige | 67914 | BEIGE Seat Brace, GREEN Seat Top Bar Diameter: 5 in., Top Bar Height: 8 ft., Chain Type: Galvanized, Seat Brace Color: Beige | \$ 642.00 | \$ 642.00 | 1.00 | \$ 642.00 |
| Tot Half Bucket Rubber Seat [SRP equivalent: S-24] | S150 | TAN Seat [SRP equivalent: S- 24] Made in USA - (.0301 pieceinsert5/16thick EPDMrubber) | \$ 58.00 | \$ 58.00 | 1.00 | \$ 58.00 |



PLAY... It's What We Do Best!

Prepared By Angela Roberts
Email angela.roberts@apcplay.com
Phone (888) 401-6446 Ext 109
Fax

| | | | |
|----------|-------------|-----------------------|-------------|
| Subtotal | \$ 7,499.00 | Shipping and Handling | \$ 2,149.00 |
| | | Tax | \$ 0.00 |
| | | Grand Total | \$ 9,648.00 |

Items to Note & Special Instructions

Product normally ships within 5-6 weeks from when your order is processed. Quote includes price for materials and delivery. Price EXCLUDES: off-loading, lift gates, and assembly. Customer is responsible for any taxes that may apply and specific vendor registration and/or insurance requirements may result in additional fees. If order is cancelled a 25% fee may be assessed.

I APPROVE THIS PROJECT. LET'S GET STARTED!

Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, payment of equipment due in full upon receipt of invoice . By signing below, you agree to the terms and conditions found here: <https://apcplay.com/terms-conditions/>.

Company:

Date:

Authorized Purchaser:

Title:

RESOLUTION NO. 180

**RESOLUTION AUTHORIZING THE COUNTY OF OSWEGO TO APPLY
TO NYS HOMES AND COMMUNITY RENEWAL, HOUSING TRUST FUND
CORPORATION, OFFICE OF COMMUNITY RENEWAL FOR THE NYS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(CDBG) -COVID CARES ACT 21 FOR VARIOUS ACTIVITIES TO ASSIST
COMMUNITIES BY PROVIDING DECENT HOUSING AND SUITABLE LIVING
ENVIRONMENTS**

By Legislator Tim Stahl:

WHEREAS The State of New York has made available funds for various related activities under the New York State Office of Community Renewal, Notice of Funding Availability; through the New York State Housing Community Development Block Grant (CDBG) – COVID (CV) funds program, referred to as CDBG -CV -21

WHEREAS Oswego County Department of Community Development, Tourism and Planning seeks to apply for \$1,006,840 of funding from the NYS Community Development Block Grant Program (CDBG) – COVID Cares Act 21 Program funds for Housing Repair and Related Activities promoting suitable living environments: Air quality improvements for congregate living environments and small rural affordable housing complexes (8 units or less and owned by Not for Profit), housing improvements for increasing housing shelter beds, rental housing repairs for landlords participating in government subsidized rental programs in Oswego County,

WHEREAS The Oswego County Legislature held a public hearing on July 15, 2021, concerning the CDBG COVID CARES ACT 21 application and,

WHEREAS Oswego County recognizes the need to create suitable living environments for those living in congregate care environments, and by addressing air quality in congregate and rural affordable housing complexes, residents are able to remain in their homes and less likely to be hospitalized or need to relocate during a public health crisis or pandemic,

WHEREAS Oswego County recognizes the need to provide additional shelter beds for homeless individuals that are more vulnerable to disease and in need of a suitable living environment,

WHEREAS Oswego County program funding for these program activities are directed towards for low- and income moderate income eligible persons residing in Oswego County and,

WHEREAS Oswego County is supportive of partnering with the following agencies: Oswego County Opportunities (OCO), The Oswego Housing Development Council (OHDC) and Victory Ministries to implement the activities identified in the CDBG – CV-

21 grant program to create additional housing stability by increasing the quality of the housing stock and which would have a positive impact on subsequently reducing the strain of a public health crisis, such as COVID – 19 pandemic and will add to the overall quality of life for Oswego County Residents; then therefore be it and it is hereby

RESOLVED that the Oswego County Legislature authorizes and supports submitting an application to the New York State Office of Community Renewal, Notice of Funding Availability; for \$1,006,840 through the NYS CDBG COVID CARES Act 2021 program; referred to as CDBG -CV -21, and be it further

RESOLVED that the Chairman of the Legislature is hereby authorized to execute any and all documents that may be necessary to apply for and subsequently accept and disburse these funds.

ADOPTED BY VOICE VOTE ON AUGUST 12, 2021:

YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0



David R. Turner
Director

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8292
FAX (315) 349-8279

Janet W. Clerkin
*Office of Promotion
And Tourism*

Donna B. Scanlon
*Office of Community
Development Programs*

Scott Smith
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Authorize the Chairman to execute any and all documents that may be necessary to apply for and subsequently accept and expend funds from the NYS Office of Community Renewal Community Development Block Grant (CDBG) – Covid Cares Act 21 Program.

PURPOSE: The NYS Homes and Community Renewal Office is managing the Community Development Block Grant Covid Cares Act 21 Program funding and we are proposing a group of projects that will bring in local Not-for-profit human service providers to help address community needs. The application includes various housing activities. Specifically, homeowner septic replacement, rapid rehousing, installation of air purifying systems in congregate care facilities.

FISCAL IMPACT: The County will receive around \$27,000 for the administration of the grant and its related programs.

RECOMMENDED ACTION: The Economic Development & Planning Committee recommends that the legislature authorize the grant application to the NYS Office of Community Renewal, CDBG-CV-21 Program.

RESOLUTION NO. 181

**RESOLUTION AUTHORIZING THE ADOPTION AND IMPLEMENTATION OF
THE OSWEGO COUNTY COORDINATED TRANSPORTATION PLAN FOR
MOBILITY SERVICES**

By Legislator Tim Stahl:

WHEREAS, this body in concert with the Oswego County Transportation Advisory Board and the Oswego County Mobility Management team has prepared an update to the Human Services Transportation Plan, and

WHEREAS, the Oswego County Transportation Plan, reflects the objectives as presented in the New York State Department of Transportation (NYSDOT) State Management Plan, (SMP) and

WHEREAS, this effort has involved a review of Oswego County's existing public and private transportation resources, the surveying of Oswego County agencies, educators, and resident's transportation needs, and

WHEREAS, this effort lead by the Oswego County Mobility Management team received input from a wide variety of stakeholders both public and private and a series of public meetings were held throughout the County and

NOW, upon recommendation of the Economic Development and Planning Committee of this body, be it

RESOLVED, that the official name of the document be changed to Oswego County Coordinated Transportation Plan for Mobility Services and

RESOLVED, that Oswego County approves and adopts the updated Oswego County Coordinated Transportation Plan for Mobility Services.

ADOPTED BY VOICE VOTE ON AUGUST 12, 2021:

YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0



David R. Turner
Director

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8292
FAX (315) 349-8279

Janet W. Clerkin
*Office of Promotion
And Tourism*

Donna B. Scanlon
*Office of Community
Development Programs*

Scott Smith
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Coordinated transportation plan

PURPOSE: This resolution will accept and adopt a new transportation plan addressing the provision of rural transit services throughout Oswego County

SUMMARY: The Oswego County Transportation Advisory Committee, in concert with a wide variety of stakeholder groups, including but not limited to the human service agencies and the general public, has developed a new coordinated plan for public transit services. Much work has been done to ensure that that this was a thorough and comprehensive effort and that the needs of all classes of county residents were addressed. This will be a living document that from time-to-time will need to be modified to reflect the changing needs of our residents and businesses but the plan presented is a solid foundation to grow upon. It also meets the expectations and requirements of our state and federal funding partners.

FISCAL IMPACT: None to the County.

**RECOMMENDED
ACTION:**

On the recommendation of the Economic Development and Planning committee and as proposed by the County's Transportation Advisory Committee, the Oswego County Legislature adopts the proposed plan

RESOLUTION NO. 182

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
COMMUNITY DEVELOPMENT, TOURISM AND PLANNING DEPARTMENT**

By Legislator Tim Stahl:

Upon recommendation of the Economic Development and Planning Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON AUGUST 12, 2021:

YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 182 of 2021

**A8020 427700 PLOAN
A8020 545500 PLOAN**

**(\$15,000.00)
\$15,000.00**



David R. Turner
Director

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING
46 EAST BRIDGE STREET
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Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Accept and Disburse repayments from previous community development programs.

PURPOSE: This resolution proposes to modify certain budget lines.

SUMMARY: The Community Development office has run a number of grant-funded programs over the years. Some of those require the recipient to pay back a portion of the grant under certain circumstances. When this occurs, the funds received are deposited into a revolving loan fund and used later to assist other residents with similar needs. Such is the case with this budget modification.

FISCAL IMPACT: None to the County except the staff time necessary for administration.

RECOMMENDED ACTION: The Committee on Economic Development & Planning in concert with the Committee on Finance & Personnel authorize these actions.

BUDGET MODIFICATION REQUEST

DATE _____

COMMITTEE SIGNATURES _____

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 183

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
TO INCREASE AUTHORIZATION LEVEL OF CAPITAL PROJECT #134
SILK ROAD ACTION**

By Legislator James Karasek:

WHEREAS, this body has heretofore established Capital Reserve No. 195 – Silk Road Remediation, and

WHEREAS, the Health Department has identified various maintenance needs at the Silk Road Landfill.

NOW, on recommendation of the Health Committee, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that a Treasurer is hereby authorized to make transfers from Capital Reserve No. 195 according to the attached budget modification and that the authorization level of Capital Project No. 134 – RD/RA-Silk Road Action be increased by \$125,000.

ADOPTED BY VOICE VOTE ON AUGUST 12, 2021:

YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 183 of 2021

**H450310 134
H52900 134
A599014 195**

**(\$125,000.00)
\$125,000.00
\$125,000.00**

OSWEGO COUNTY

JIANCHENG HUANG, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545



HEALTH DEPARTMENT

70 BUNNER STREET, OSWEGO, NEW YORK 13126-3357
FAX 315.349.3435

INFORMATIONAL MEMORANDUM

Subject: Budget modification for Silk Road Landfill.

Purpose: To increase the authorization level of CP#134.

Summary: The Silk Road Landfill falls under the jurisdiction of the USEPA. Maintenance is needed for the site to stay compliant with the EPA O&M guidelines. Itemized tasks below with detailed cost estimates in the attached:

1. Annual engineering contract for reviewing monitoring data, quarterly site inspections, drafting reports to the EPA, RFP/contract development, etc.
2. Well sampling materials, equipment, and lab testing.
3. Leachate monitoring and disposal.
4. EPA fees.
5. Site maintenance for mowing, drainage/erosion repairs, vector/vermin control, fence repairs and parts, etc.

The estimated total cost of the above is \$139,000, while CP#134 currently has \$15,900 available in the account.

Recommended

Action: The Health Committee recommends a budget modification that authorizes CP#134 to be increased by \$125,000 for annual maintenance needs.

| Task | Task Description | Cost |
|------------------|--|--|
| Engineering | Review site monitoring data, write reports, quarterly site inspections, RFP/contract development, Project Coordinator, EPA liaison, etc. | Barton & Loguidice, D.P.C. 2021 Contract = \$38,500 |
| EPA Fees | Annual charge for oversight Emerging Contaminant Sampling 5 Year Review (includes site visit) | (\$5,000) Unknown (est. \$10,000) Unknown (\$10,000) Total \$25,000 |
| Sampling | Collect all necessary samples, prep for shipment *Material/equipment for sampling Includes all sampling | Laboratory Services under 2021 contract \$21,000 *Supplies \$3,000 |
| Leachate | Leachate tank must be pumped annually | \$8,000 |
| Site Maintenance | All on-site structures, flares, pumps & pumping systems (including monitoring wells), mowing, drainage/erosion repairs, vector/vermin control, fence repairs as needed, etc. | **\$43,500 |
| | Total | \$139,000 |

*Various supplies typically required include:

| | |
|--------------|-----------------------|
| Paper towels | Water/Distilled Water |
| Ice | Soap |
| Gloves | Batteries |

*Equipment & maintenance needs typically include:

Small engine repairs (Honda compressor, generators, string trimmers, chainsaws)
UTV (Mule) maintenance such as oil change, filters etc.
John Deere tractor upkeep/maintenance
General building upkeep
2 replacement batteries for sampling control units in 2021 (already purchased)

**In 2021:

As the EPA required, a seep pumping system was installed in 2014 as a "temporary solution" to a water issue on the west slope of the landfill. It has been determined that any "permanent" solution would be cost prohibitive. This system has prevented the situation from worsening however maintenance issues have developed. System is not currently operational and if EPA requires it to be brought back on-line it will need upgrades to system components. These upgrades will require an RFP etc. These costs do not appear in the chart above.

07/07/2021

BUDGET MODIFICATION REQUEST

FROM TO

| ACCOUNT NUMBER | | ACCOUNT NUMBER | | REASON FOR REQUEST | DOLLAR AMOUNT |
|----------------|------------|----------------|------------|--|------------------|
| Dept. | Sub. | Dept. | Sub. | | |
| H | 450310 134 | | | INTERFUND TRANSFERS | -\$125,000.00 |
| | | H | 529000 134 | EQUIPMENT COST | \$125,000.00 |
| | | | | | |
| | | A | 599014 195 | RESERVE #195 TRANSFER TO CP#134 | \$125,000.00 |
| | | | | Increase authorization of CP#134-RD/RA Silk Road Action | |
| | | | | by \$125,000 in order to cover the cost of various maintenance | |
| | | | | projects at the Silk Road Landfill. Funded through a | |
| | | | | transfer from CR#195 - Silk Road Remediation Reserve. | |

COMMITTEE SIGNATURES

DATE

8-3-21

8-3-21

Norman S. Kelly 8-3-21

Richard P. Greene 8/3/21

Mike Greene 8/3/21

William Greene 8/3/21

COUNTY TREASURER

DATE

PERSONNEL DIRECTOR

DATE

8-3-21

COUNTY ADMINISTRATOR

DATE

8/20/21

DEPARTMENT HEAD

DATE

RESOLUTION NO. 184

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
FOR COVID-19 EXPENSES**

By Legislator James Karasek:

WHEREAS, to increase expenses and revenues associated with the Health Department's COVID-19 Response and Vaccination activities from Supplies to Additional Hours and Overtime; and

WHEREAS, Oswego County Health Department has been very active in the County's COVID response from the outset. The first quarter of 2021 saw the start of multiple COVID vaccine clinics; and

WHEREAS, The Health Department was recently advised that Article 6 State Aid must be claimed prior to CARES Act funding for COVID-19 expenses. To maximize potential reimbursement, the Health Department will recognize and claim for COVID-related expenses associated with the department prior to being claimed against CARES Act funding; and

WHEREAS, This budget modification represents the estimated expenses and revenues for Health Department COVID-related response and vaccination activities through December 31, 2021; and

NOW, on the recommendation of the Health Committee, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to effect such a transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON AUGUST 12, 2021:

YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

Authorized Budget Modification

Res. 184 of 2021

| | |
|---------------------------|-----------------------|
| A4035 545500 COVID | (\$350,000.00) |
| A4035 514300 COVID | \$175,000.00 |
| A4035 512000 COVID | \$175,000.00 |

OSWEGO COUNTY

JIANCHENG HUANG, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545



HEALTH DEPARTMENT

70 BUNNER STREET, OSWEGO, NEW YORK 13126-3357
FAX 315.349.3435

INFORMATIONAL MEMO

SUBJECT: Oswego County Health Department COVID-19 Expenses

PURPOSE: Budget modification to move funds associated with the Health Department's COVID-19 Response and Vaccination activities from Supplies to Additional Hours and Overtime.

SUMMARY: Oswego County Health Department has been very active in the County's COVID response from the outset. The first quarter of 2021 saw the start of multiple COVID vaccination clinics. After various discussions at the state level, the initial determination was reversed, and the Health Department was recently advised that Article 6 State Aid must be claimed **prior** to utilizing CARES Act/FEMA funding for COVID-19 expenses. To maximize potential reimbursement, the Health Department has transferred past eligible expenses from the County's Covid (A1230) department. The Health Department will also recognize and claim for future COVID-related expenses associated with the department, prior to being claimed against CARES Act/FEMA funding.

This budget modification simply moves the funding for salary costs which would be eligible under Article 6 to the proper budget lines. This will allow for maximizing potential reimbursements through the end of 2021.

RECOMMENDED

ACTION: The Health Committee recommends that the Legislature approve the associated budget modification.

From
To

[illegible]

COMMITTEE SIGNATURES DATE

DATE _____

COUNTY TREASURER

DATE _____

HUMAN RESOURCES DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

RESOLUTION NO. 185

**A RESOLUTION AUTHORIZING A FEASIBILITY STUDY
SANDY ISLAND BEACH STATE PARK ALTERNATE BRIDGE
LOCATION - County Route 15 REDI**

By Legislator Walpole:

WHEREAS, the County of Oswego has, heretofore, been awarded a Lake Ontario Resiliency and Economic Development grant award to replace the County Route 15 (Ford Drive/YMCA) Bridge leading to Sandy Island Beach State Park; and

WHEREAS, the new bridge as proposed would require the acquisition of lands on both sides; and

WHEREAS, there is significant landowner opposition to same; and

WHEREAS, upstream there are remnants of former bridge location to the park, including visible bridge abutments and remnants of the road surface; and

WHEREAS, said alternate location, if feasible, would still be eligible for REDI funding including engineering costs; and

WHEREAS, it is necessary to hire an engineering firm to conduct a feasibility study in furtherance of same,

NOW, THEREFORE, upon motion of the Infrastructure & Facilities Committee of this body, it is hereby,

RESOLVED, that the Oswego County Highway Department be and is hereby authorized to contract with a pre-qualified engineering firm, _____NAME_____ to conduct a feasibility study of the alternate bridge location for a sum not to exceed _____PREQUALIFIED LIMIT_____ dollars.

ADOPTED BY VOICE VOTE ON AUGUST 12, 2021:

YES: 19 NO: 0 ABSENT: 6 ABSTAIN: 0

Authorized Budget Modification

Res. 185 of 2021

H529000 B0621

\$3,100,000.00

H439890 B0621

(\$2,945,000.00)

H450310 B0621

(\$155,000.00)

LEGISLATURE
COUNTY
OSWEGO



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project to replace a culvert on County Route 15 in the Town of Sandy Creek near the Sandy Island Beach State Park, CIN 111200, in Oswego County, New York.

SUMMARY: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize to establish Capital Project No. B0621 with an authorization level of \$3,100,000.

SUMMARY: This project is necessary due to deterioration due to age and high waters from Lake Ontario and has been awarded a New York State Resiliency and Economic Development Initiative grant to fund 95% of the project with a 5% local match.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project B0621.

Kurt P. Ospelt
Highway Superintendent

Date

COUNTY OF OSWEGO

| ACCOUNT NUMBER | | | ACCOUNT NUMBER | | | | DOLLAR AMOUNT |
|----------------|--------|-------|----------------|--------|-------|---|----------------|
| ORG | OBJ | PROJ | ORG | OBJ | PROJ | DESCRIPTION | |
| H | 529000 | B0621 | | | | Establish CP B0621 - Culvert Replacement - CR15 - Town of | 3,100,000.00 |
| | | | H | 439890 | B0621 | Sandy Creek near the Sandy Island Beach State Park | (2,945,000.00) |
| | | | H | 450310 | B0621 | CIN 111200 with a maximum authorization of \$4,000,000. | (155,000.00) |
| | | | | | | This project will be funded 95% through a NYS REDI Grant with | |
| | | | | | | the 5% local match coming from a transfer of funds from the | |
| | | | | | | Development Efficiency Fund (A1010_543700_DEVEF) | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL AMOUNT | | | | | | | - |

| COMMITTEE SIGNATURES | DATE |
|----------------------|--------|
| <i>[Signature]</i> | 8-3-21 |
| <i>[Signature]</i> | 8-3-21 |
| Genda S. Lockwood | 8-3-21 |
| <i>[Signature]</i> | 8-3-21 |

COMMITTEE SIGNATURES

DATE

DATE _____

COUNTY TREASURER

DATE _____

~~HUMAN RESOURCES DIRECTOR~~

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____