

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
JULY 15, 2021**

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RESOLUTION NO. 139

**RESOLUTION APPROVING AND CONFIRMING THE SALE AND TRANSFER
OF CERTAIN FORECLOSED TAX PROPERTY PURSUANT TO RPTL §1166**

By Legislator David Holst:

WHEREAS, the Enforcing Officer of the County of Oswego has, heretofore, foreclosed against certain delinquent tax property within the county pursuant to Article 11 of the New York State Real Property Tax Law for delinquent property taxes; and

WHEREAS, the county has obtained a Final Judgment from Supreme Court, Oswego County, under Index Number C-2020-0534; and

WHEREAS, the county has executed a deed pursuant to that Final Judgment vesting title in the name of the County of Oswego; and

WHEREAS, County Property No.: 2021-28-10, Tax Map No.: 236.00-01-10 in the Town of Granby, off of Batvia Ave., is a landlocked parcel comprised of a shed, part of a pool deck and part of a yard adjoining a home in the City of Fulton, and the municipal boundary line divides the yard; and

WHEREAS, Leonard Langdon and Wanda Landgon are in the process of purchasing the adjoining home which is in the City of Fulton and have expressed an interest to acquire this tax property in the Town of Granby by paying the county all back taxes, penalties and interest owing; and

WHEREAS, the sale of this tax property to an adjoining owner helps stabilize and promote the highest and best use of property and improves property values; and

WHEREAS, the tax district of the County of Oswego enjoys a right of sale under RPTL§1166 either at public auction to the highest bidder or by approval and confirmation of the sale by a majority vote of this body; and

WHEREAS, the Langdons have offered to pay the county tax district, in full, for all delinquent taxes penalties and interest as part of this purchase thereby making the county whole; and

WHEREAS, a resolution is necessary and desirable,

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

RESOLVED, the County Treasurer be, and is hereby, authorized to sell and transfer the following delinquent tax property to Leonard Langdon and Wanda Langdon, as husband and wife, of 837 Emery Street, Fulton, New York 13069 for the consideration stated hereinbelow:

Total taxes penalties and interest owed as of 6/24/2021: \$784.22
and, it is further,

RESOLVED, that the foregoing sale is hereby approved and confirmed by this body.

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 1

County of Oswego Parcel Status Report

NOT A RECEIPT

06/24/2021

County Prop#2021-28-10
Smith George E
46 E Bridge St
Oswego NY 13126

Town of Granby

Swis; Parcel ID: 352800; 236.00-01-10
Assessment: 400
Property class: 314 Rural vac <10
School district: 350400 Fulton

Location: OFF Batavia Ave
Acreage: 0
Frontage: 165.15
Depth: 30

Known parcel history

Tax year and type	Base tax	Interest	Penalty	Total due	Total paid	Status	Date Paid	Date Due
2016 Town/County Taxes	\$221.53	\$11.84	\$5.00	\$238.37	\$0.00	Delinquent		
2017 County/City School Taxes	\$19.02	\$8.18	\$0.00	\$27.20	\$0.00	Delinquent		
2018 County/City/School Taxes	\$21.24	\$6.58	\$5.00	\$32.82	\$0.00	Delinquent		
2019 County/City/School Taxes	\$426.43	\$5.02	\$5.00	\$436.45	\$0.00	Delinquent		
2020/2021 Fulton City School Tax	\$12.20	\$0.37	\$0.61	\$13.18	\$0.00	Unpaid		
2020 County/City/School Taxes	\$21.52	\$1.51	\$5.00	\$28.03	\$0.00	Delinquent		
2021 Town/County Tax	\$7.78	\$0.39	\$0.00	\$8.17	\$0.00	Unpaid		
Parcel totals as of: 6/24/21	\$109.74	\$33.89	\$20.61	\$784.22				

Statement of taxes if paid by the end of June 2021

Tax payer is responsible for any new penalties and legal charges due on the date of redemption.

Respectfully Yours,
Oswego County Treasurer

Make Payable To:
Oswego County Treasurer
46 East Bridge Street
Oswego, New York 13126

Please Return This Statement with Remittance

RESOLUTION NO. 140

**RESOLUTION APPOINTING A DIRECTOR TO THE BOARD OF DIRECTORS
OF THE WESTERN REGIONAL OFF-TRACK BETTING CORPORATION
PURSUANT TO RACING, PARI-MUTUEL WAGERING AND BREEDING LAW
§502**

By Legislator David Holst:

WHEREAS, the Western Regional Off-Track Betting Corporation is a body corporate and politic constituting a public benefit corporation which encompasses a region which includes the County of Oswego; and

WHEREAS, pursuant to Racing, Pari-Mutuel Wagering and Breeding Law §502, and according to the last federal census, the County of Oswego may appoint one (1) member to the board of directors of said corporation; and

WHEREAS, the candidate for appointment has successfully passed a background investigation as required by 9 N.Y.C.R.R. 4407.1 and is a resident of the County of Oswego; and

WHEREAS, the incumbent representative member from the County of Oswego has indicated that he wishes to resign from said Board of Directors; and

WHEREAS, it is in the best interests of the County of Oswego to appoint another qualified member to the board immediately to represent this county in light of same,

NOW, THEREFORE, upon recommendation of the Government Courts Committee of this body it is hereby,

RESOLVED, that Mark Bombardo a resident of the Town/City of Hastings be and is hereby appointed as a member of the Board of Directors of the Western Regional Off-Track Betting Corporation effective immediately to serve at the pleasure of this Legislature pursuant to Racing, Pari-Mutuel Wagering and Breeding Law §502(1); and, it is further

RESOLVED, that the Clerk of the Legislature be, and hereby is, authorized to forward a certified copy of this resolution to: Western Regional Off-Track Betting Corporation, 700 Ellicott Street, Batavia, New York 14020.

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 1

Mark Bombardo

239 Hungary Lane
Central Square, New York 13036

BIO

I am a 1984 graduate of Mexico Academy and Central Schools with a Regents Diploma. My wife of 23 years Shelley and I built our house at 239 Hungry Lane Road, Town of Hastings in 1999 and currently still reside there. I was hired by the Town of Hastings June 1, 2000, as a Code Enforcement Officer. Since that time, my responsibilities have increased to include the additional appointment as the Director of Community Planning & Development for the Town of Hastings, which includes the securing of grants/funding and supervising the town's capital and infrastructural projects, which to date have a combined value of approximately \$35M-\$40M. We have successfully formed, funded, and constructed over 14 public water/sewer districts, a sewer plant and its expansion (doubling the size), 2 water towers and 2 water pump stations. Working with the New York State Canal Corporation, we created the Lighthouse Park and the management of the Brewerton Pier. These projects required the cooperation of numerous State, Federal, Local Agencies as well as the private sector. I was responsible to create and follow budgets, plans, and adhere to all laws and policies. I am a member of several local community service organizations.

RESOLUTION NO. 141

**RESOLUTION SETTING STANDARD WORKDAYS AND REPORTING FOR
ELECTED AND APPOINTED OFFICIALS**

By Legislator David Holst:

BE IT RESOLVED, that the County of Oswego hereby establishes the following as standard workdays for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Standard Work Day Hrs/Day	Term Begins/Ends	Days/ Month based on Record of Activities
ELECTED				
Legislator	Weatherup, James S.	6	01/01/20 - 12/31/21	20.9
APPOINTED				
Administrator – Indigent Defendants	Davis, Sara	7	01/01/20 - 12/31/21	11.57
Support Attorney	Dator, Rachael	7	01/01/20 - 12/31/21	11.70
Medical Director, Hospice	Christina Liepke	7	01/01/2020-12/31/21	12.24
Acting County Clerk	Matthew Bacon	7	01/01/21 – 12/31/21	24.48

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 1

RESOLUTION NO. 142

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. T0121 E911 PHONE
SYSTEM UPGRADE**

By Legislator Terry Wilbur:

WHEREAS, E911 is utilizing phone system equipment that is no longer supported by the vendor and needs to be upgraded; and

WHEREAS, this project is necessary to meet public safety standards and the expectations of the people that call E911; and

WHEREAS, the estimated cost of the project is \$500,000.00; and

NOW, THEREFORE, Upon, recommendation of the Public Safety Committee of this Legislature, with the approval of the Finance and Personnel Committee: it is hereby

RESOLVED, that the Treasurer is hereby authorized to execute the attached budget modification establishing Capital Project T0121 E911 Phone System Upgrade for the maximum expenditure as indicated.

Capital Project

Total Authorization

CP#T0121 E911 PHONE SYSTEM UPGRADE

\$500,000.00

ADOPTED BY VOICE VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 143 of 2021

H450310.T0121
H529000.T0121
A599014.145

(\$500,000.00)
\$500,000.00
\$500,000.00



Kevin B. Pooley
Director

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

315-349-8215
Fax 315-349-8500

PUBLIC SAFETY CENTER

39 CHURCHILL ROAD

OSWEGO, NY 13126

Informational Memo

E911 Phone System Upgrade Capital Project request

The E911 phone system is rapidly passing its end of support at the end of 2020. The 911 call processing equipment (CPE) will no longer be able to be repaired and will need to be replaced. The current vendor, Intrado, has provided a quote to upgrade the hardware and the initial costs can not be included in the 2021 department budget without requesting a significant budget increase.

The equipment that is being requested to be upgraded is the hardware and network equipment that receives the 911 calls and processes the location data to tell the call taker where the caller is. It also passes this information off to the CAD system so the initial call information is captured in CAD to be forwarded to first responders and stored in the local database.

The current CPE hardware was last upgraded 6 years ago and that helped to keep Oswego County E911 current with rapidly changing technology back then. A lot has changed in 6 years and the hardware we currently have is not Next Generation 911 capable. It can receive text messages, but we can't send them proactively and there is no video or picture capabilities available with the current hardware. This upgrade would position us better technologically to allow for these functions that we will soon be mandated to be able to receive.

The main reason for the CPE hardware upgrade is to replace the aging equipment though. Most of the existing equipment has been in use 24/7 for 6 years. This equipment is some of the most vital equipment to the E911 Center and we need to keep it fully operational.

I am requesting a capital project be created for E911 in 2021 to pay for year 1 costs \$500,000. The annual maintenance costs would be \$77,000 for years 2-7. Currently we pay \$79,000 annually for maintenance of the existing equipment. This upgrade commitment will slightly reduce our maintenance costs for the next 6 years.

One alternate to performing this upgrade is to put out a bid to replace the phone system all together. This could cost more than double the amount requested for the capital project and require training along with setup time that would add to overtime and other personnel costs. The other alternate is to wait until the equipment breaks and then try to find parts to repair what has broken. This is not a viable alternate because of the essential service this equipment provides to the 911 process.

This hardware upgrade would also put us in a better position to be able to connect to Cayuga County 911 to be able to share workload if the need was identified. This could be a good start to a shared services idea between the 2 counties.

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER					DOLLAR AMOUNT
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.	DESCRIPTION		
H	450310	T0121				INTERFUND TRANSFERS	\$	(500,000.00)
			H	529000	T0121	CAP PROJECT EXPENSE		500,000.00
A	599014	145				R#145 TRANSFER		500,000.00
						TOTAL AMOUNT	-	-

COMMITTEE SIGNATURES

DATE

COMMITTEE SIGNATURES

DATE

COUNTY TREASURER

DATE _____

HUMAN RESOURCES DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 143

**RESOLUTION APPOINTING FIRE COORDINATOR
FOR THE COUNTY OF OSWEGO**

By Legislator Terry Wilbur:

WHEREAS, there presently exists a vacancy for Fire Coordinator for the County of Oswego.

NOW, on recommendation of the County Administrator and the Public Safety & Emergency Services Committee, with the approval of the Finance and Personnel Committee of this body, be it

RESOLVED, that Shane Laws be, and he hereby is, appointed Interim Fire Coordinator for the County of Oswego commencing Aug 17, 2021 at salary grade 40, step 4 (\$54,846), and be it further

RESOLVED, that the duties of said Coordinator shall be in accordance with the provisions of state law and related duties as authorized by the County Legislature.

ADOPTED BY VOICE VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

SHANE P. LAWS

H: (315) 598-9528 / C: (315) 243-5677

112 West 7th Street N / Fulton, NY 13069

Email: slaws18@gmail.com

OBJECTIVE

I am interested in obtaining the position of **Fire Coordinator** for Oswego County. With my 33 years of experience mitigating emergencies and extensive up-to-date educational background in the fire service & code enforcement, I believe this makes me a leading candidate for this integral part of our County's Fire Service System.

FIRE SERVICE EXPERIENCE

- **City of Fulton Fire Department – Chief** *January 2020 to Present*
 - ✓ Ranking Officer of the fire department in charge of 39 members.
 - ✓ Responsible for the discipline, efficiency and training of all members assigned to the department.
 - ✓ Responsible for the condition of the apparatus and firefighting equipment through conducting inspections and surveys of same.
 - ✓ Responsible for the supervision, direction and control of operations necessary to carry out all functions relating to fire operations and fire prevention and code inspection activities.
 - ✓ Responsible for submitting policies, reports and necessary recommendations on all matters of major importance relative to the functions of the department to the Fire & Police Commission.
 - ✓ Responsible for calling in off-duty members as required during extraordinary emergencies.
 - ✓ Responsible for strictly enforcing the Fire Prevention Code of the City of Fulton and the NYS Uniform Fire Prevention and Building Code.
 - ✓ Responsible for overseeing and working within a department budget of \$3.2 million.
 - ✓ Mitigate emergency scenes as Incident Commander.
- **City of Fulton Fire Department – Assistant Chief** *June 2017 to December 2020*
 - ✓ Attend morning meeting with Officer in Charge and plan daily itinerary for duty crew.
 - ✓ Manage apparatus and equipment maintenance; address any issues.
 - ✓ Manage personnel movements/swaps/calendar.
 - ✓ Perform Daily Log checks and enter data into FH software.
 - ✓ Oversee the following: Training Facilitation/Training Schedule Compliance, Fit Testing, MTO Certification, Pre-Planning, Supervise Fire Inspections, OSHA/PESH Compliance, NFRIS, Recreational Fire Permits, Personnel Physicals
 - ✓ Enforce Policies & Procedures
- **Captain** *January 2016 to June 2017*
 - ✓ Assume full command/control of duty crew members, apparatus and equipment in the station as well as handle administrative matters affecting such.
 - ✓ Maintain proper discipline of assigned duty crew members.
 - ✓ Responsible for training/drills/inspection activities of duty crew as required.
 - ✓ Responsible for any clerical or other duties assigned by a Chief Officer pertaining to the Fire Department.
 - ✓ Until relieved by a senior/ranking officer, respond to emergencies as required and assume duties of Incident Commander.
 - ✓ Current Supervisor of Fire Department Investigation Unit

FIRE SERVICE EXPERIENCE (Continued)

Captain (continued)

January 2016 to June 2017

- ✓ Committee member assisting with specifications and purchase of the 2016 FEMA grant Rescue-Pumper.
- ✓ Aided Assistant Chief Eiffe in the acquisition of the used Pierce Ladder Truck; i.e. review/inspection of the apparatus prior to purchase to determine use for our Department now and going forward.

Lieutenant

May 2013 to January 2016

- ✓ Supervisor of Fire Department Investigation Unit
- ✓ Assisted with Implementation and Design of Photo ID & Accountability Tags
- ✓ Wrote/Submitted 2014 Grant to FEMA for Aerial Replacement
- ✓ Review & Update Existing Pre-Plans

Firefighter

1999 to May 2013

- ✓ Member of Fire Department Investigation Unit
- ✓ Assisted with the Design, Specification and Inspection of the New Engine
- ✓ Past Union President, Local 3063 Executive Board
- ✓ Member of previous Hiring Committees and Negotiation Teams

▪ Granby Center Volunteer Fire Department

1987 to Present

- ✓ Current Office – 2nd Assistant Chief

2017 to Present

- ✓ Chief of Department

1999 to 2004, 2008 to 2010

Duties include: Act as Incident Commander at all emergencies, handle all personnel issues, delegate departmental duties to Line Officers, responsible for departmental incident reporting, equipment maintenance and all departmental operations.

- ✓ Other Offices held within the GCVFD: Executive Board President, 1st & 2nd Assistant Chief and Captain.

▪ Oswego County Deputy Fire Coordinator – OS-500

2010 to Present

- ✓ Duties include: Assist nine Fire Departments in Battalion I with mutual aid, special operations, fire investigations, mitigation at large or small-scale incidences, perform various roles in the Incident Command structure as needed.
- ✓ Participated in numerous State and Federal nuclear plant emergency drills in the capacity of Deputy Fire Coordinator.
- ✓ Assisted with the creation and implementation of Engine 91 in Battalion I.

2009

▪ Oswego County Cause & Origin Team – Investigator

1994 to Present

- ✓ Chairman of Team

2017 to Present

- ✓ Team Training Coordinator

2009 to Present

- ✓ K-9 Handler

2001 to 2013

Duties include K-9 care, training, in-service, respond to and investigate at fire scenes when requested.

- ✓ Assisted with fire investigations for the City of Syracuse Fire Department and our neighboring Cayuga, Jefferson and Lewis Counties.

▪ Oswego County Ambulance Service – Ambulance Driver

1994 to 2010

- ✓ Duties included operating ambulances and all EMT-D related duties.

EDUCATION & PROFESSIONAL DEVELOPMENT

- **Hannibal High School, Hannibal, New York, Graduate** 1989

- **Corning Community College** 1997
 - ✓ Currently have 44.5 Credit Hours accumulated toward a Fire Protection Technician Degree

- **Cayuga Community College, Fulton Campus** 2001
 - ✓ Psychology
 - ✓ Criminal Civil Law I

- **MAGLEOCLEN (Mid Atlantic-Great Lakes Organized Crime Law Enforcement Network)** 2006
 - ✓ Interview & Interrogation for Patrol Officers and Investigators

- **Federal Certification** 2008
 - ✓ NFA Incident Safety Officer

- **National Certification** 2013 / 2018
 - ✓ Fire Service Instructor I & II
 - ✓ Fire Officer I & II 2015 / 2018

- **Onondaga Community College** 2017
 - ✓ Program in Supervision & Management
 - ✓ Dealing with Difficult People

- **Microsoft EXCEL 2010, Level 1** 2017
- **Microsoft EXCEL 2010, Level 2** 2018

- **NYS Code Enforcement Officer** 2020
- **NYS Code Compliance Technician** 2018-2019

- **PROBOARD Certified Fire Investigator** 2019

- **Chairman of Fire Investigation Committee, NYS Fire Chiefs Association** 2019

- **Board Member, NYS International Association of Arson Investigators, Chapter 23** 1994 to Present

- **Fire Training Courses, NYS Academy of Fire Science, Montour Falls, NY** 1989 to Present
 - ✓ See attached list.

AWARDS & RECOGNITION

- Oswego County EMSAC
Life Saving Award – 2018
Exceptional EMS Service Award – 2010

- City of Fulton Fire Department
Chiefs Achievement Award – 2019
Life Saving Award – 2019, 2012, 2006
Meritorious Service Award – 2019, 2011
Firefighter of the Year – 2007
Exceptional Duty Award – 2007

- New York State Assembly
Life Saving Award – 2019, 2014, 2012
Meritorious Service Award – 2019, 2011
Exceptional Duty Award – 2007

- New York State Senate
Chief's Achievement – Honorable Service – 2019

REFERENCES

References are available upon request.

COMPLETED FIRE TRAINING COURSES

(1989 – Present)

- ACCIDENT VICTIM EXTRICATION TRAINING - 1997 & 1999
- ADVANCED FIREFIGHTER TRAINING COURSE - 1999
- BASIC FIREFIGHTER TRAINING (229) - 1999
- BASIC PUBLIC INFORMATION OFFICER - 2018
- BASIC STRUCTURAL COLLAPSE OPERATIONS - 2002
- BASIC WILDLAND FIRE SUPPRESSION - 1999
- CANINE ACCELERANT DETECTION CERTIFICATION - 2001
- CANINE ACCELERANT DETECTION RECERTIFICATION – Yearly 2002 through 2012
- CAUSE AND ORIGIN DETERMINATION - 1992
- CFC ORIENTATION - 2010
- CODES: INSPECTION OF EXISTING STRUCTURES - 1999
- COURAGE TO BE SAFE; FIREFIGHTER LIFE SAFETY INITIATIVES - 2010
- DECONTAMINATION - 2007
- EFFECTIVE FIRE DEPARTMENT LEADER - 2011
- ELECTRICAL FIRE CAUSE DETERMINATION I - 1992
- EMERGENCY RESPONSE TO TERRORISM: BASIC CONCEPTS - 2000
- EMERGENCY VEHICLE OPERATIONS COURSE - 2002
- FIREFIGHTER SAFETY AND SURVIVAL FOR THE COMPANY OFFICER - 1998
- FIRE ARSON INVESTIGATION SEMINAR - Yearly 1994 through 2019
- FIRE BEHAVIOR AND ARSON AWARENESS - 1992 & 1997
- FIRE INVESTIGATOR LEVEL I CERTIFICATION - 1997
- FIRE INVESTIGATOR LEVEL II CERTIFICATION - 2000
- FIREFIGHTER RECRUIT CLASS II CERTIFICATION - 1996
- FIREFIGHTER SURVIVAL - 1999
- FIREFIGHTING ESSENTIALS - 1989
- FIRST LINE SUPERVISOR TO FIRE OFFICER 1 BRIDGE COURSE –2015
- FLAMMABLE GAS EMERGENCY RESPONSE WORKSHOP – 1997 & 1999
- HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONS - 1999
- HAZARDOUS MATERIALS INCIDENT SAFETY OFFICER - 2008
- HAZARDOUS MATERIALS TECHNICIAN - 1994 & 2000
- HAZARDOUS MATERIALS TECHNICIAN BASIC REFRESHER – 2007 & 2013
- HM FIRST RESP OPS ANNUAL REFRESHER – 2004 & 2009
- IAAI CHAPTER 23 IN-SERVICE PROGRAM – 2005 - 2016
- INCIDENT COMMAND SYS (NFA) - 1991
- INCIDENT SAFETY OFFICER (NFA) - 2008
- INITIAL FIRE ATTACK – 1990 & 1991
- INSTRUCTIONAL TECH FOR COMPANY OFFICERS (NFA) - 1996
- INTERMEDIATE FIREFIGHTER TRAINING COURSE - /1999
- INTRODUCTION TO AIRCRAFT FIREFIGHTING - 2019
- LADDER CPNY OPS (NOW TRUCK COMPANY OPS (1F)) - 1997 & 1999
- LIVE FIRE CLASS B FOAM OPERATIONS - 2015
- MASK CONFIDENCE (NOW SCBA CONFIDENCE (7Y)) - 1999
- MEDIUM CONSTRUCTION RELATED TO BUILDING FAILURE - /2002
- ONEIDA COUNTY ARSON TASK FORCE ANNUAL FALL SEMINAR –2015
- OSWEGO COUNTY WEEKEND, Various Courses – Yearly through 2019
- PUMP OPERATOR - 1999
- RADIATION SAFETY FOR FIREFIGHTERS – 1999

COMPLETED FIRE TRAINING COURSES

(1989 – Present)

- RECOGNIZING CLANDESTINE DRUG LAB OPERATIONS - 2006
- RECRUIT FIREFIGHTER TRAINING - 1999
- REGIONAL FIRE ADMINISTRATORS CONFERENCE – 2010 & 2011
- RESCUE OPERATIONS - 1999
- SCHOOL BUS RESCUE - 2018
- SELECTED LEGAL ISSUES FOR THE VOL FIRE SERVICE - 2004
- STRUCTURAL COLLAPSE - 2018
- THE ROLE OF THE CHAPLAIN IN EMERGENCY SERVICES - 2006
- TRENCH RESCUE-AWARENESS LEVEL - /2010
- VEHICLE FIRE INVESTIGATION - 2011
- WATER SUPPLY OPERATIONS - 2019

RESOLUTION NO. 144

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
DEPARTMENT OF SOCIAL SERVICES
TO ACCEPT NYS OMH STATE AID FOR COLA AND SUPPORTED HOUSING
FUNDING ADJUSTMENTS**

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 JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 145 of 2021

A4310.434900 MHCON

(\$40,437.00)

A4310.545500 MHCON

\$40,437.00



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: June 22, 2021

SUBJECT: Mental Hygiene Division budget modification to accept and expend additional State Aid from NYS Office of Mental Health (OMH) to support existing local services.

SUMMARY: NYS OMH has provided additional revenue for provider salaries and salary related fringe benefits for COLA adjustments as well as program increase for Supported Housing Program.

The Division respectfully requests to increase OMH revenue and expense lines, in the amount of \$40,437. The modification will allow the Division to accept and expend funds exceeding the current budgeted amounts in support of existing local services. All funding is 100% NYS OMH funding. There is no local share.

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.

21-15-L

2021 BUDGET
6/22/2021

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
A4310	434900	MHCON				OMH State Aid	\$ (40,437.00)
			A4310	545500	MHCON	Contractual Expenses	\$ 40,437.00
					</		

COMMITTEE SIGNATURES

DATE _____

DATE 7/9/21

12/1

7-21

221

121

121

1000/2

COUNTY TREASURER

DATE _____

PERSONNEL DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 145

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
DEPARTMENT OF SOCIAL SERVICES
TO ACCEPT NYS OASAS STATE AID FOR COLA AND MINIMUM WAGE
ADJUSTMENTS**

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 JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 146 of 2021

**A4310.434900 OASAS
A4310.545500 OASAS**

**(\$32,608.00)
\$32,608.00**



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: June 22, 2021

SUBJECT: Mental Hygiene Division budget modification to accept and expend additional State Aid from NYS Office of Addiction Services and Supports (OASAS) to support existing local services.

SUMMARY: NYS OASAS has provided additional revenue for provider salaries and salary related fringe benefits for Minimum Wage and COLA adjustments.

The Division respectfully requests to increase OASAS revenue and contractual expense lines, in the amount of \$32,608. The modification will allow the Division to accept and pass-through funds exceeding the current budgeted amounts to local providers Farnham (including COCOAA) and OCO. All funding is 100% NYS OASAS funding. There is no local share.

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 BUDGET
6/22/2021

COMMITTEE SIGNATURES	DATE
<i>RKL</i>	7/7/21
<i>Brendy E. Linder</i>	7/7/21
<i>[Signature]</i>	7-7-21
<i>[Signature]</i>	7.7.21
<i>[Signature]</i>	7/7/21
<i>Herbert B. Gordon</i>	7/7/21
<i>Michael B. Gordon</i>	07/07/2021

COUNTY TREASURER	DATE
PERSONNEL DIRECTOR	DATE
COUNTY ADMINISTRATOR	DATE
DEPARTMENT HEAD	DATE

RESOLUTION NO. 146

RESOLUTION APPOINTING MEMBERS TO THE COMMUNITY SERVICES BOARD

By Legislator Roy Reehil:

WHEREAS, The Community Services Board is a statutory body created in accordance with provisions of the New York State Mental Hygiene law,

WHEREAS, the Board is responsible for overseeing all Mental Health, Developmental Disability and Addictions programs,

WHEREAS, the membership is appointed by the Oswego County Legislature,

NOW, on recommendation of the Human Services Committee of this body, be it

RESOLVED, that the following individuals be, and hereby are appointed to the Oswego County Community Services Board for term to expire as outlined below:

Mr. Kevin Velzy, term expiration 7/31/2025

Mr. James Karasek, term expiration 7/31/2025

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0



COUNTY OF OSWEGO
Division of Mental Hygiene

Department of Social Services
Stacy Alvord, MSW Commissioner

Nicole Kolmsee, MS
Director of Community Services
nicole.kolmsee@oswegocounty.com

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5361 • fax 315.963.5530
www.oswegocounty.com/mentalhygiene

INFORMATIONAL MEMORANDUM

DATE: June 23, 2021

SUBJECT: Appointment of members to the Community Services Board

PURPOSE: To recommend the appointment of members to the Community Services Board

SUMMARY: The Community Services Board is a statutory body of fifteen members created in accordance with provisions of the New York State Mental Hygiene Law. The Board oversees all Mental Health, Developmental Disability, and Addictions programs. Appointments are by the County legislature for a term of four years.

Community Services Board Nominates:

Kevin Velzy (Appointment)

Term to Expire 07.31.2025

Kevin is the current Chief of Police at the State University of Oswego. Kevin has 32 years of experience working with the New York State University Police. He currently acts in the role as liaison between law enforcement and the counseling center on campus and has worked with individuals of various backgrounds with varying degrees of mental health concerns. He also has had experience in working with individuals with substance use disorders and their families. Kevin received his MBA from SUNY Oswego in 2014. He graduated from the SUNY Police Academy at the New York State Police Academy in Albany in 1983. Kevin has received many honors throughout his years of service with the New York State University Police including receiving the John Kimball O'Neill Certificate of Achievement Award for being the person responsible for obtaining Agency Accreditation from the Department of Criminal Justice Services in 2016. Kevin is a resident of Oswego County, residing in the Town of Oswego.

James (Jim) Karasek (Appointment)

Term to Expire 07.31.2025

Jim is employed as an Outreach Liaison for ARISE, covering Oswego, Madison, and Cayuga Counties. In his current position he presents on the various programs offered through ARISE and works to develop relationships between ARISE and the community. Jim also continues to advocate for those with a disability that wish to live and work independently of institutional settings. In addition, Jim is a current Oswego County Legislator and has served as Legislator for the past 11 years. He is the Chair the County Health Committee, Vice Chair of the County Board of Health, Committee member on the New York State Association of Counties (NYSAC) "Children with Special Needs", and Committee member on the NYSAC "Public Health Mental Health". Jim has been certified as an Aging in Place Specialist and ADA consultant, has Grant Writing certification, Syracuse Planning certification and continues to participate in training on changes that would affect those with a disability. Jim is a resident of Oswego County, residing in the Town of Granby.

**RECOMMENDED
ACTION:**

The Human Services Committee recommends that the Legislature appoints the above-named persons to the Community Services Board for the statutory term.

RESOLUTION NO. 147

**RESOLUTION AUTHORIZING RECLASSIFICATION OF SIX (6) 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, that three (3) full time Typist positions, 607024703, 607024705, and 607024706, Grade three (3) in the Services Unit within the Department of Social Services, CSEA Oswego County Local 838, be reclassified to Community Service Workers, Grade four (4) in the CSEA Oswego County Local 838

RESOLVED, that three (3) full time Caseworker Aide positions, 601004701, 607004607, 607004605, Grade five (5) in the Services Unit within the Department of Social Services, CSEA Oswego County Local 838, be reclassified to Community Service Workers, Grade four (4) in the CSEA Oswego County Local 838

RESOLVED, that the reclassification of these six (6) positions will be at a net budget savings, and be it further

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

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 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, Oswego County Legislature

FROM: Stacy Alvord, MSW, Commissioner

DATE: June 22, 2021

SUBJECT: Reorganization of the support staff in the Services division of DSS including three (3) upgrades of Typist positions to Community Service Workers and three (3) downgrades of Caseworker Aide positions to Community Service Workers.

PURPOSE: This resolution supports a reorganization of the support staff in the Services division of DSS to titles and roles more fitting the needs in the division. With historically high turnover in the Caseworker title, DSS seeks to support our Caseworkers with Community Service Worker staff to handle more routine client contact and office tasks currently being performed by Caseworkers. With the Community Service Workers embedded in Services, much as they are in Assistance Programs, it will free up Caseworkers to have more time to effectively focus on their intensive work with individuals and families. Caseworkers are carrying heavier caseloads than recommended by New York State due to our turnover and the effects of the hiring freeze.

The time to reorganize is now, as five (5) of the positions to be reclassified are vacant due to the hiring freeze.

FISCAL SUMMARY: **There is no budget modification needed as this request is an overall budget savings.**

The increased hourly wage of upgrading the three (3) Typist positions to Community Service Workers totals \$1.65 per hour for all 3 positions. However, the savings of downgrading the three (3) Caseworker Aides to Community Service Workers totals \$2.76 per hour for a total NET savings of \$1.11 per hour to reclassify these six (6) positions. All six positions are in the Services division and receive 62% reimbursement on salary and fringe.

RECOMMENDED ACTION: The Department of Social Services recommends that the Human Services Committee, Finance & Personnel Committee, and the Legislature approve the reclassification of these six (6) positions in the Services division of DSS.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS

DIVISION/UNIT (NUMBER): 6070

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: Caseworker Aide (3 FT) 2. Position #: 601004701,607004607,607004605

3. Present Salary/Hourly Rate: 15.59 Grade: 5

4. Requested Title: Community Service Worker

5. Requested Salary: _____

a. Bargaining Unit: CO-OP Hourly Rate: 14.67 Grade: 4

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

6. Percent of Federal and/or State Reimbursement: 62% Fringe Reimbursed: ☒ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): *The greater need for these 3 Caseworker Aide positions is to be in the office performing duties of a Community Services Worker and supporting Casework staff. This is a cost savings of 92 cents per hour per worker. With the contracting of Volunteer Transportation Center for transportation coordination, the need for these Caseworker Aide positions as transporters is less than the need for the office support of Community Services Workers.*

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:

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

6070

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: *Community Services Worker*

**PERCENT OF
WORK TIME**

10% *Interviews clients face-to-face or through phone assessments to obtain information related to various programs administered by the Department of Social Services*

5% *May make home visits to follow up on cancelled appointments or gather routine information*

15% *Assists in communication between agency, client, and the community by clarifying agency programs to individuals*

15% *Gathers routine data, completes data-entry forms and inputs or uses information from computer databases such as the Welfare Management System (WMS);Connections and Northwoods*

10% *May schedule clients for appointments, prepare folders by including necessary information and forms, and prepare form letters or phone clients regarding appointments;s*

30% *Support caseworkers by compiling information for preparation of court reports/documents*

15% *May provide clerical support to staff by assisting in an assigned project area including document scanning in to Northwoods repository*

(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Kathy DelGuercio	Grade B Supervisor	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
NA		

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
Jennifer Binner	Community Services Worker	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): 2+ years Customer Service experience (this position will have constant contact with our Services team, Caseworkers, vendors and external partners); 2+ years computer experience with unique or proprietary computer software, 2+ years handling/safeguarding sensitive and confidential information

Essential knowledge, skills and abilities: Customer service; computer skills (proprietary software, MS Office); experience working with sensitive information, demonstrated organizational skills and timeliness

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 6/23/2021

Title: Commissioner

Signature: Stacy Alvord

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:

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS

DIVISION/UNIT (NUMBER): 6070

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: Typist (3 FT) 2. Position #: 607024703,607024705,607024706

3. Present Salary/Hourly Rate: 14.12 Grade: 3

4. Requested Title: Community Service Worker

5. Requested Salary: _____

a. Bargaining Unit: CO-OP Hourly Rate: 14.67 Grade: 4

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

6. Percent of Federal and/or State Reimbursement: 62% Fringe Reimbursed: ☒ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): *The Typist positions in the Services Support team frequently perform duties above their title. The Community Service Worker title is more in line with the support needed in the Services division and for the Casework staff.*

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:		

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

6070

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: *Community Services Worker*

**PERCENT OF
WORK TIME**

10% *Interviews clients face-to-face or through phone assessments to obtain information related to various programs administered by the Department of Social Services*

5% *May make home visits to follow up on cancelled appointments or gather routine information*

15% *Assists in communication between agency, client, and the community by clarifying agency programs to individuals*

15% *Gathers routine data, completes data-entry forms and inputs or uses information from computer databases such as the Welfare Management System (WMS); Connections and Northwoods*

10% *May schedule clients for appointments, prepare folders by including necessary information and forms, and prepare form letters or phone clients regarding appointments;s*

30% *Support caseworkers by compiling information for preparation of court reports/documents*

15% *May provide clerical support to staff by assisting in an assigned project area including document scanning in to Northwoods repository*

(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Kathy DelGuercio	Grade B Supervisor	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
NA		

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
Jennifer Binner	Community Services Worker	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): 2+ years Customer Service experience (this position will have constant contact with our Services team, Caseworkers, vendors and external partners); 2+ years computer experience with unique or proprietary computer software, 2+ years handling/safeguarding sensitive and confidential information

Essential knowledge, skills and abilities: Customer service; computer skills (proprietary software, MS Office); experience working with sensitive information, demonstrated organizational skills and timeliness

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 6/23/2021

Title: Commissioner

Signature:

Stacy Plourd

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:

RESOLUTION NO. 148

**RESOLUTION AUTHORIZING RECLASSIFICATION OF ONE (1) 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, that new mandates and program requirements set forth by the New York State Office of Temporary and Disability Assistance require additional oversight of homeless and housing services, so be it

RESOLVED, that one (1) full time Senior Social Welfare Examiner, 601021614, Grade nine (9) in the CSEA Oswego County Local 838, be reclassified to Principal Social Welfare Examiner, Grade ten (10) in the CSEA Oswego County Local 838, and be it

RESOLVED, that the salary increase due to the reclassification of this one (1) 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 Officer, and Human Resources Director shall be their authority to make such adjustments.

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

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, Oswego County Legislature

FROM: Stacy Alvord, MSW, Commissioner

DATE: June 24, 2021

SUBJECT: DSS is requesting to upgrade one (1) Senior Social Welfare Examiner to Principal Social Welfare Examiner

PURPOSE: This reclassification request will provide a middle management position within Assistance Programs to focus on Homeless and Housing Services. Over the past few years, the NYS Office of Temporary and Disability Assistance (OTDA) has prioritized homelessness prevention across the state and implemented new mandates and program requirements that have created additional workload currently being absorbed by the Director of Assistance Programs.

These new requirements include:

- County Homeless Services Plan – Required to coordinate with community partners and create a county-wide plan that identifies services across all agencies. DSS is required by OTDA to take the lead on coordination to ensure efforts to reduce Temporary Assistance funds. This includes a semi-annual gathering of data and reporting to OTDA.
- Code Blue Plan and Budget for cold weather months
- Oversight of Certified Shelter annual monitoring – Inspections, operating budgets, program reviews, and security and operations plans
- Participation in regional homeless housing collaboratives to help ensure funding for housing is received within Oswego County
- ESG-CV (Cares Act) Planning
- ERAP (Emergency Rental Assistance Program) Planning
- Interpretation and implementation of new policies
- Act as data administrator for Homeless Management Information System

FISCAL

SUMMARY: There is no budget modification required for 2021 as the increased salary will be absorbed into Salaries/Wages which is underspent.

RECOMMENDED

ACTION: The Department of Social Services recommends that the Human Services Committee, Finance & Personnel Committee, and the Legislature approve the reclassification of this one (1) position within DSS.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS	DIVISION/UNIT (NUMBER): 6010
A. NEW POSITION REQUEST	
1. Position Title Requested: _____	
2. Bargaining Unit: <input type="checkbox"/> CO-OP <input type="checkbox"/> Highway <input type="checkbox"/> Silver Star <input type="checkbox"/> Deputies <input type="checkbox"/> OCPA <input type="checkbox"/> 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: <input type="checkbox"/> Yes <input type="checkbox"/> 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: Senior SWE	2. Position #: 601021614
3. Present Salary/Hourly Rate: \$21.56	Grade: 9
4. Requested Title: Principal Social Welfare Examiner	
5. Requested Salary: \$23.28	
a. Bargaining Unit: CO-OP	Hourly Rate: \$23.28
b. Management or OCPA – Salary Requested: _____	Grade: 10
6. Percent of Federal and/or State Reimbursement: 75%	Fringe Reimbursed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Justification of Need (use additional sheets as necessary): <i>The Principal Social Welfare Examiner is responsible to oversee specific program needs for the Assistance Programs (AP) Team. In addition to overseeing the work of and provide training and support to Senior Social Welfare Examiners and their teams, Principal SWE's assist the Director of Assistance Programs in ensuring the completion of assigned projects with positive outcomes. Over the last 2 years Housing and Homeless Services have been a primary focus of the NYS Office of Temporary and Disability Assistance creating increased work responsibilities for Homeless and Housing Services oversight. This Principal SWE position would provide assistance to the Director of Assistance Programs to ensure compliance with new mandates.</i>	
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:

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>Principal Social Welfare Examiner</i>			
PERCENT OF WORK TIME			
35%	<i>Assists the Director of Assistance Programs in interpreting and implementing Federal and State regulations around Temporary Housing Assistance. Compiles data and assists in completion of state required plans including the Homeless Services and Code Blue Plan. Assist in interpretation and implementation of temporary housing and shelter regulations..</i>		
25%	<i>Works directly with the Office of Temporary and Disability Assistance along with local homeless shelters and hotel/motels to create and ensure efficiencies in our Temporary Housing process. Responsible for assisting with Shelter Operational Plans and Quarterly Reviews</i>		
20%	<i>Creates and analyzes data received from our Homeless Management Information System which assists in approved HUD funding for our community. Works directly with local partners to create collaborations within our homeless housing system</i>		
10%	<i>Work with community partners to ensure service coordination across community resources around Homelessness and Housing Services. Act as a liaison for the agency for necessary advisory councils and committees</i>		
10%	<i>Supervise Seniors SWEs responsible for Housing Services consisting of internal and contracted staff to address the housing vulnerable within the community. Monitors efficiencies and identifies ways to improve processes to assist in cost savings for Temporary Housing.</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
Ridget Stevens	Director of Assistance Programs	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
TBD	Senior SWE staff	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
Eric Cronk	Principal SWE	Assistance Programs
Julie Barry	Principal SWE	Assistance Programs

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

Education: ☐ High School _____ years
☒ College 2 years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type): 4 yrs experience in examining, investigating, or evaluating claims for assistance, veterans or unemployment benefits, insurance or a similar program operating under established criteria for eligibility, 2 years of which must have been supervisory

Essential knowledge, skills and abilities: Thorough knowledge of federal, State, & local social service laws and programs as they affect eligibility for financial assistance; community resources and programs; State & local database systems related to DSS; principles & practices of supervision; programs, policies, & procedures of the agency; communicate clearly; interpret laws, regulations, & policy

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: _____ Title: _____ 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: _____



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

DATE: June 21, 2021
TO: Human Services Committee, Oswego County Legislature
FROM: Nicole Kolmsee, Director of Community Services
RE: Informational Updates

- I **Habor Lights Chemical Dependency Services**, operating as a for-profit entity in Mexico, NY, serving Oswego County residents for the past 28 years, has transferred ownership of the NYS OASAS licensed operations for outpatient treatment to Farnham Family Services effective June 23, 2021.
- II **COCOAA (County of Oswego Council on Alcoholism and Addictions)** operating as a non-profit provider of substance abuse prevention and treatment services, has merged with Farnham Family Services. The effective date of the merger is July 1, 2021. Resolution #172 of the Oswego County Legislature dated September 10, 2020, previously approved the necessary contract revisions as pertains to the NYS OASAS State Aid allocated to COCOAA.
- III **Mental Health Transportation Service** – pending RFP for existing service as per County Purchasing Policy. Award recommendation expected to come to committee September or October 2021 for January 2022 start date.
- IV **Jail MAT Pending NYS Legislation** – Legislation mandating Medication Assisted Treatment for addictions to be available in all county jails and prisons. Legislation has passed in both houses and is pending with the Governor. Currently unfunded.

RESOLUTION NO. 149

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 21-CD-004 – FAMILY FIRST PREVENTION SERVICES**

By Legislator Roy Reehil:

WHEREAS, the County issued a request for proposal for a vendor to provide Family First Prevention Services; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Onondaga County Division of Purchase solicited Requests for Proposals (RFP 21-CD-004) from multiple qualified vendors for Family First Prevention Services; and

WHEREAS, the Department of Social Services and Onondaga County Division of Purchase have reviewed the proposals received and determined the proposals from Catholic Charities of Oswego County, Oswego County Opportunities, Inc., and Liberty Resources, Inc. meets the County's needs;

WHEREAS, the Department of Social Services has determined the need for Family First Prevention Services broad enough in scope that all three (3) vendors should be awarded a professional services contract;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Human Services Committee that the County of Oswego awards the professional services contract for providing Family First Prevention Services to the following organizations as outlined below for five-year terms effective 8/1/2021-7/31/2026:

Catholic Charities of Oswego County - \$827,743 annually (subcontracts for Farnham Family Services and Huntington Family Centers are included in the annual amount)

Oswego County Opportunities, Inc. - \$236,875 annually year 1, \$243,609 annually year 2, \$246,166 annually year 3, \$248,594 annually year 4, and \$253,636 annually year 5

Liberty Resources, Inc. - \$290,296 annually

And be it further,

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

ADOPTED BY VOICE VOTE ON JULY 15, 2021:

YES: 21 NO: 2 ABSENT: 2 ABSTAIN: 0

LEGISLATURE
OSWEGO COUNTY

OSWEGO COUNTY PURCHASING



Administered by Onondaga County Division of Purchase

421 Montgomery Street, 13th Floor, Syracuse, NY 13202

Phone (315)435-3458 Fax (315)435-3424

Daniel Hammer
Purchasing Director

RFP #21-CD-004 – Family First Prevention Services

Name of Company	Location	Proposed Price	Est. Timeline	Required Documentation VC/PRCS/PIS/NCC/RFC				
Catholic Charities	Fulton	\$827,743		x	x	x	x	x
Oswego County Opportunities	Oswego	\$253,636		x	x	x	x	x
Liberty Resources, Inc	Fulton	\$290,296		x	x	x	x	x

VC=Vendor Qualifications; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Company #1	Pro
Catholic Charities of Oswego County	<ul style="list-style-type: none"> ➤ Strong Collaborative Proposal that includes Catholic Charities (CC), Huntington Family Center (HFC), and Farnham. (3rd party contracts with CC as the lead) ➤ CC offices in Fulton are a hub for Child and Family Services – including a food pantry and emergency services to meet basic needs. ➤ CC presently hosts successful Supervised Visitation program under contract with DSS and builds upon the strengths of the existing program. Capacity increases by 25%. ➤ New proposal provides for use of evidenced based programs in keeping with new federal Family First Preventive Services Act and provides transition to less restrictive visiting venues over time. ➤ Transportation for foster children and bio families is addressed in this proposal. The Volunteer Transportation Center, Inc. (VTC) is co-located at the CC offices in Fulton. CC has contracts with DSS and Mental Hygiene for transporters of “specialized populations”. CC uses VTC Dispatch services to coordinate all transportation resources. ➤ Farnham will provide peer advocate as part of a Multi Disciplinary Team strategy to meet the needs of parents with Substance Abuse Disorders. ➤ HFC will provide professional level staff to address the coordination of services and mental health needs of foster children and their bio families. ➤ CC to increase visit rooms available for worker / foster children & their bio families. CC to increase staffing in order to serve more families. ➤ CC and HFC are users of NYS OCFS CONNECTIONS – web based uniform case recording network. Both currently enter their caseworker /
“Family Time Program”	

	<p>clinical contacts and other critical documents to the state case management system.</p> <ul style="list-style-type: none"> ➤ Although this is an increase from last contract – this proposal expands the scope of work and use of strategies to achieve better outcomes for the parents and children DSS serves. Outcomes include a return of a child(ren) to their families from foster care within current statutes. (DSS has 15 months to achieve permanency for foster children.) ➤ Supervised Visits increased with Saturday and evening visit schedule. ➤ Catholic Charities hosts a large contract with DSS for Parent Educators who work in the homes of high-risk families. There is a step down strategy for a smooth transition to home based services once children are returned from foster care. ➤ Appropriate Quality Assurance systems are in place / corporate compliance component. ➤ Budget is reasonable given collaborative strategy proposed. Three separate and distinct providers are being budgeted in this collaborative. <p>Con</p> <ul style="list-style-type: none"> ➤ None noted by Review Committee
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<p>Company #2</p> <p>Oswego County Opportunities, Inc.</p>	<p>Pro</p> <ul style="list-style-type: none"> ➤ Oswego County Opportunities (OCO) presently hosts a successful Supervised Visitation program under contract with DSS and builds upon the strengths of the existing program. This proposal increases the programs capacity by 30%. ➤ Transportation for foster children and bio families is addressed in this proposal. Staff of the program will be a back up to transport when no other resources are available. ➤ OCO are users of NYS OCFS CONNECTIONS – web based uniform case recording network. ➤ Although this is an increase from last contract – this proposal expands schedule of visits, adds staff, and opens visitation center on Saturdays. ➤ Appropriate Quality Assurance systems are in place / corporate compliance component. ➤ Budget is reasonable. <p>Con</p> <ul style="list-style-type: none"> ➤ None noted by Review Committee
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<p>Company #3</p> <p>Liberty Resources, Inc. (LRI)</p> <p>“Multi-Systemic Therapy” (MST)</p>	<p>Pro</p> <ul style="list-style-type: none"> ➤ This is the only proposal received that focuses on the prevention of youth from out of home placement with a well-supported evidenced based program. ➤ Multi-Systemic Therapy (MST) is a widely implemented evidenced based program in CNY with programs in all surrounding counties to Oswego County. Liberty Resources, Inc. (LRI) will braid funding together for shared supervisory duties with the MST program they administer for Onondaga County. The overall cost of the contract is more cost effective given the mandates of MST to retain credential as an evidenced based program. ➤ MST targets youth who are at risk of out of home placement. These are youth who present behaviors that can’t be managed in a foster boarding home and often are placed in residential treatment programs. The efficacy
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	<p>of the program will reduce costs and lead to better outcomes for the youth and their family.</p> <ul style="list-style-type: none"> ➤ LRI therapists are also trained on MST Substance Abuse (SA). All youth will be screened and if SA is evidenced, MST SA will be provided for that youth and any other youth in the family. ➤ Liberty Resources has extensive experience and stellar performance to adherence of deadlines in documenting casework / counseling contacts in CONNECTIONS web-based recording system. ➤ LRI clinicians are available 24 hours per day, 7 days a week. ➤ Appropriate Quality Assurance systems are in place / corporate compliance component. ➤ Budget is reasonable with plan in 2022 to diversify funding through Medicaid funds in order to expand program. <p>Con</p> <ul style="list-style-type: none"> ➤ No cons noted by Review Committee
--	--

Proposal Review Committee:

Marti Babcock, Deputy Commissioner of Social Services

Sara Finley, Director of Services

Rachel Pelow, Grade B Supervisor / Child and Family Services

Melisa Verdoliva, Grade B Supervisor / Child and Family Services

Consulting Members:

Veronica Turner, Director of Financial Manager / DSS

Stacy Alvord, Commissioner of Social Services

Recommend:

- All three vendors be awarded contracts effective on or after August 1, 2021. This is budget neutral with costs covered within existing funding sources and 2021 budget lines.

For More Information on Federal Family First Prevention Services Act of 2018 and the mandate to use well supported evidenced based services for federal funding see: IVE Clearinghouse for Prevention Services at <https://preventionservices.abtsites.com/>

RESOLUTION NO. 150

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
OFFICE FOR THE AGING
TO ACCEPT SENIOR HEALTH IMPROVEMENT AND NUTRITION
EDUCATION SNAP-Ed FUNDING**

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 JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 151 of 2021

A6772.447720	(\$108,184.00)
A6772.511000	\$15,699.00
A6772.542500	\$2,000.00
A6772.543600	\$7,500.00
A6772.543800	\$60,000.00
A6772.544400	\$1,500.00
A6772.544500	\$500.00
A6772.545500	\$15,985.00
A6772.526000	\$5,000.00



Sara Sunday
Aging Services Administrator

Oswego County Office Complex
70 Bunner Street, Oswego NY 13126

INFORMATIONAL MEMORANDUM

From: Sara Sunday

Date: June 17, 2021

Subject: Budget Modification Request – Senior Health Improvement and Nutrition Education (SHINE) Grant

Purpose: To amend the Office for the Aging budget to allocate \$108,184 of SHINE grant funding to the Office for the Aging 2021 Operating Budget.

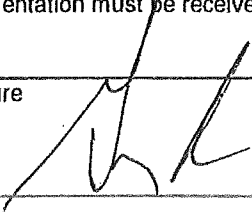
Background: The New York State Office for the Aging (NYSOFA) has awarded the Oswego County Office for the Aging (OFA) funds to address the to educate seniors on nutrition across Oswego, Jefferson and Lewis County.

The funding will be used to contract with a Registered Dietician (RD) to provide state authorized nutrition education through workshops, food distributions and health fairs.

Fiscal Impact: There will be no negative effect to the budget.

Recommended Action: The Office for the Aging respectfully recommends the Human Services Committee, the Personnel and Finance Committee and the Oswego County Legislature authorize the transfer of this grant funding to operating accounts as listed. The SHINE grant program is funded 100%. There will be no local share.

NOTIFICATION OF GRANT AWARD UNDER THE SENIORS' HEALTH IMPROVEMENT AND NUTRITION EDUCATION (SHINE)

Name & Address of Area Agency: Oswego County Office for the Aging P.O. Box 3080 County Office Complex - 70 Bunner Street Oswego, NY 13126-3080		Name and Address of Sponsoring Agency/Payee: Oswego County																											
Fiscal Year from which funds awarded:	2019	Beginning:	10/01/19 Ending: 09/30/20																										
Federal CFDA No.:	10.561	This Award is: New																											
Section I - Cost Categories <table border="1"> <thead> <tr> <th></th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td>\$59,900</td> </tr> <tr> <td>Fringe Benefits</td> <td>35,922</td> </tr> <tr> <td>Equipment</td> <td>3,362</td> </tr> <tr> <td>Travel</td> <td>1,500</td> </tr> <tr> <td>Maintenance & Operations</td> <td>0</td> </tr> <tr> <td>Other Expenses</td> <td>7,500</td> </tr> <tr> <td>Contracts</td> <td>0</td> </tr> <tr> <td>APPROVED COSTS</td> <td><u>\$108,184</u></td> </tr> </tbody> </table>			Amount	Personnel	\$59,900	Fringe Benefits	35,922	Equipment	3,362	Travel	1,500	Maintenance & Operations	0	Other Expenses	7,500	Contracts	0	APPROVED COSTS	<u>\$108,184</u>	Section II - Grantee Budget - Grant Funding: <table border="1"> <tbody> <tr> <td>Grant Share (see remark 1)</td> <td>\$108,184</td> </tr> <tr> <td>Net Cost</td> <td>\$108,184</td> </tr> </tbody> </table> Section III - Federal Funds Ceiling: <table border="1"> <tbody> <tr> <td>Base Allocation</td> <td>108,184</td> </tr> <tr> <td>Grants Funds Ceiling (see remark 1)</td> <td>\$108,184</td> </tr> </tbody> </table>		Grant Share (see remark 1)	\$108,184	Net Cost	\$108,184	Base Allocation	108,184	Grants Funds Ceiling (see remark 1)	\$108,184
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<p>REMARKS: In addition to the conditions contained in the Four Year Plan, Annual Update and approved Application for Funding, the conditions checked below apply to this award:</p> <p>[XX] 1. Reimbursement is limited to the <u>lower</u> of the Grant Share of net cost or the "Grant Funds Ceiling"</p> <p>[XX] 2. Receipt of federal funds, either through advance or reimbursement, does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid.</p> <p>[XX] 3. A separate audit trail is to be maintained for these funds and copies of all receipts and other pertinent documentation are to be maintained by the recipient for subsequent audit.</p> <p>[XX] 4. The final claim with all required supporting documentation must be received within sixty (60) days of the end of the program period.</p>																													
Name & Title of Authorizing Official: Greg Olsen, Acting Director		Signature 	Date 1-23-20																										

Sara Sunday

From: Keneston, Matthew (AGING) <Matthew.Keneston@aging.ny.gov>
Sent: Thursday, June 17, 2021 3:16 PM
To: Beckman, Wendy (AGING)
Cc: Sara Sunday
Subject: RE: Oswego County SHINE NGA

Hi Wendy

We sent out the application package, there is no 2020-21 NGA sent out, she can use the 2019-20 NGA as long as she stays within the budget.

Thanks
Matt

From: Beckman, Wendy (AGING) <Wendy.Beckman@aging.ny.gov>
Sent: Thursday, June 17, 2021 2:37 PM
To: Keneston, Matthew (AGING) <Matthew.Keneston@aging.ny.gov>
Subject: Oswego County SHINE NGA

Matthew

Sara Sunday from Oswego County is wondering if the Oswego County SHINE NGA was ever sent to her office? She was able to find the one from 2019-2020. They did not end up starting their SHINE program in 2019. Should they just use the NGA from 2019?

Wendy Beckman, MS, RD
Aging Services Nutrition Consultant

New York State Office for the Aging
2 Empire State Plaza, 6th Floor, Albany, NY 12223
(518)474-4204 | Fax: (518)473-5177
Wendy.Beckman@aging.ny.gov

www.aging.ny.gov

Coronavirus is still spreading in New York. New Yorkers are required to wear a mask and maintain 6 feet distance in public. Get the facts.

Take the New York CV19 CheckUp, a free, anonymous, personalized online tool that evaluates an individual's risks associated with COVID-19 based on their life situation and individual behavior and provides recommendations and resources to reduce those risks.

COUNTY OF OSWEGO

COMMITTEE SIGNATURES

7/7/21

André Zampieri

1992

County Treasurer

Date _____

Personnel Director

Date _____

County Administrator

Date _____

Department Head

Date _____

RESOLUTION NO. 151

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
OFFICE FOR THE AGING
TO ACCEPT EXPANDING ACCESS TO COVID19 VACCINES VIA THE AGING
NETWORK AND ADRC VACCINE ACCESS FUNDING**

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 VOICE CONCET ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 152 of 2021

A6772.447720	(\$14,091.00)
A6772.447720	(\$14,219.00)
A6772.542500	\$7,500.00
A6772.543600	\$1,810.00
A6772.543800	\$11,500.00
A6772.545500	\$1,500.00
A6772.542400	\$6,000.00



Sara Sunday
Aging Services Administrator

Oswego County Office Complex
70 Bunner Street, Oswego NY 13126

INFORMATIONAL MEMORANDUM

From: Sara Sunday

Date: July 7, 2021

Subject: Budget Modification Request – Expanding Access to COVID-19 Vaccines

Purpose: To amend the 2021 Office for the Aging budget to accept and allocate an additional \$14,219 in Federal funding from the VAC5 of the Expanding Access to COVID-19 Vaccines Via the Aging Network and \$14,091 in COVID-19 ADRC Vaccine Access for a total of \$28,310 in Federal Funding.

Background: The New York State Office for the Aging (NYSOFA) has allocated additional funds to the Oswego County Office for the Aging (OFA) to be used for Expanding Access to COVID-19 Vaccines to be used during the time period of April 1, 2021 – September 30, 2022.

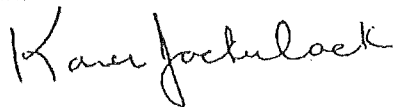
The funding will help cover the cost of outreach efforts and accessibility of aging, disabled, and homebound residents of Oswego County to obtain the COVID-19 vaccine. Plans include a mass mailing to all Oswego County households with contact information as well as paid advertising and individual, door to door transportation.

The Department respectfully requests acceptance of this funding allocation. The attached budget modification reflects this request. Services are funded at 100%.

Fiscal Impact: There will be no negative impact to the budget.

Recommended Action: The Office for the Aging respectfully recommends the Human Services Committee, the Personnel and Finance Committee and the Oswego County Legislature to authorize the transfer of this grant funding to operating accounts as listed.

**NOTIFICATION OF GRANT AWARD UNDER VACS OF THE EXPANDING
ACCESS TO COVID-19 VACCINES VIA THE AGING NETWORK**

Name and Address of Area Agency: Oswego County Office for the Aging P.O. Box 3080 County Office Complex - 70 Bunner Street Oswego, NY 13126-3080	Name and Address of Sponsoring Agency/Payee: Oswego County																																																				
Program Year - Beginning: 4/1/2021 Ending: 9/30/2022																																																					
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() 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.																																																					
() 5. Other:																																																					
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 																																																				
Date: 6/2/21																																																					



ANDREW M. CUOMO
Governor

Office for the Aging

GREG OLSEN
Acting Director
June 02, 2021

Sara Sunday, Administrator
Oswego County Office for the Aging
P.O. Box 3080
County Office Complex - 70 Bunner Street
Oswego, NY 13126-3080

Dear Administrator Sunday:

To make funding available to AAAs as soon as possible, NYSOFA is foregoing a formal application process for the Expanding Access to COVID-19 Vaccines via the Aging Network (VAC5).

Enclosed is the Notification of Grant Award (NGA) for the VAC5 program sponsored by your agency for the period April 1, 2021 through September 30, 2022.

This NGA enables you to claim against your full allocation. At the end of the program period a formal budget modification will be necessary to issue a final NGA with the budget line amounts populated with actual expenditure levels.

We convey our best wishes for continued success in helping meet the needs of older New Yorkers and their families in your planning and service area.

Sincerely,

A handwritten signature in cursive script that reads "Karen Jackuback".

Karen Jackuback

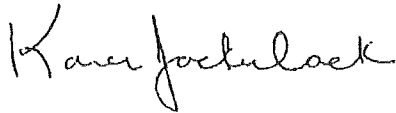
Enclosures

cc: Hon. Philip Church, Co. Administrator
Hon. James Weatherup, Chairman
Barbara Wazny, Aging Services Representative
Azucena Billa, NYSOFA Fiscal Lead

5/28/2021

New York State Office for the Aging

NOTIFICATION OF GRANT AWARD - COVID-19 ADRC VACCINE ACCESS

Name and Address of Area Agency: Oswego County Office for the Aging P.O. Box 3080 County Office Complex - 70 Bunner Street Oswego, NY 13126-3080	Name and Address of Sponsoring Agency/Payee: Oswego County																																										
Program Year - Beginning: 4/1/2021 Ending: 9/30/2022																																											
Fiscal Year from which funds are awarded: 2021	Federal CFDA No. - 93.048																																										
This award is New																																											
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section I - Cost Categories</th> <th style="text-align: right; border-bottom: 1px solid black;">Amount</th> </tr> <tr><td>Personnel</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Fringe Benefits</td><td style="text-align: right;">0.00</td></tr> <tr><td>Equipment</td><td style="text-align: right;">0.00</td></tr> <tr><td>Travel</td><td style="text-align: right;">0.00</td></tr> <tr><td>Maint. & Operations</td><td style="text-align: right;">0.00</td></tr> <tr><td>Other Expenses</td><td style="text-align: right;">0.00</td></tr> <tr><td>Subcontracts</td><td style="text-align: right;">0.00</td></tr> <tr><td>Food</td><td style="text-align: right;">0.00</td></tr> <tr><td>Approved Costs</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Less:</td><td></td></tr> <tr><td>Anticipated Income</td><td style="text-align: right;">0.00</td></tr> <tr><td>Net Cost</td><td style="text-align: right;">\$0.00</td></tr> </table>	Section I - Cost Categories	Amount	Personnel	\$0.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	0.00	Other Expenses	0.00	Subcontracts	0.00	Food	0.00	Approved Costs	\$0.00	Less:		Anticipated Income	0.00	Net Cost	\$0.00	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section II - Grantee Budget - Grant Funding:</th> <th style="text-align: right; border-bottom: 1px solid black;"></th> </tr> <tr><td>Grant Share (see remark 1)</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Other Resources Cash</td><td style="text-align: right;">0.00</td></tr> <tr><td>Other Resources In-Kind</td><td style="text-align: right;">0.00</td></tr> <tr><td>Net Cost</td><td style="text-align: right;">\$0.00</td></tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Section III - Grant Funds Ceiling:</th> <th style="text-align: right; border-bottom: 1px solid black;"></th> </tr> <tr><td>A. Base Allocation</td><td style="text-align: right;">14,091.00</td></tr> <tr><td>Grant Funds Ceiling (see remark 1)</td><td style="text-align: right;">\$14,091.00</td></tr> </table>	Section II - Grantee Budget - Grant Funding:		Grant Share (see remark 1)	\$0.00	Other Resources Cash	0.00	Other Resources In-Kind	0.00	Net Cost	\$0.00	Section III - Grant Funds Ceiling:		A. Base Allocation	14,091.00	Grant Funds Ceiling (see remark 1)	\$14,091.00
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<p>Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:</p> <p>() 1. Federal reimbursement is limited to the <u>lower</u> of the "Grant Share" in Section II or the "Grant Funds Ceiling" in Section III of this award notice.</p> <p>(XX) 2. Receipt of Grant funds (either through advance or reimbursement) does not constitute earning of these funds. The Grant share of the project cost is earned only when allowable costs have been incurred and paid.</p> <p>(XX) 3. A separate audit trail is to be maintained for these funds and copies of all receipts and other pertinent documentation are to be maintained by the recipient for subsequent audit.</p> <p>(XX) 4. The final claim must be submitted to the State Office for the Aging no later than 45 days after the close of the program period.</p>																																											
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: 6/2/21																																									



ANDREW M. CUOMO
Governor

Office for the Aging

GREG OLSEN
Acting Director
June 02, 2021

Sara Sunday, Administrator
Oswego County Office for the Aging
P.O. Box 3080
County Office Complex - 70 Bunner Street
Oswego, NY 13126-3080

Dear Administrator Sunday:

Enclosed is the NGA for the ADRC – Covid-19 Vaccine Access program sponsored by your agency for the period April 1, 2021 through September 30, 2022.

To make funding available to AAAs as soon as possible, NYSOFA is foregoing a formal application process for the programs of the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief, and Economic Security Act (CARES). Please reference 21-PI-07, NY Connects COVID-19 Vaccine Supplemental for more specific guidance on use if these funds.

This NGA enables you to claim against your full allocation. At the end of the program period, final NGAs will be issued with their budget line amounts populated using actual expenditure levels. No formal budget modification will be necessary.

We convey our best wishes for continued success in helping meet the needs of older New Yorkers and their families in your planning and service area.

Sincerely,

Karen Jackuback
Deputy Director

Enclosures

cc: Hon. Philip Church, Co. Administrator
Hon. James Weatherup, Chairman
Barbara Wazny, Aging Services Representative
Azucena Billa, NYSOFA Fiscal Lead

BUDGET MODIFICATION REQUEST

COMMITTEE SIGNATURE:	DATE
<i>[Signature]</i>	7/7/21
<i>[Signature]</i>	7/7/21
<i>[Signature]</i>	7-7-21
<i>[Signature]</i>	7-7-21
<i>[Signature]</i>	7/21
<i>[Signature]</i>	7/21/21
<i>[Signature]</i>	7/21/21

100

Date _____

RESOLUTION NO. 152

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
YOUTH BUREAU-ADDITIONAL STSJP FUNDS**

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 and Budget Officer shall be his authority to affect such transfer and make such adjustments

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

**A7310.438200
A7310.545500**

Res. 153 of 2021

**(\$5,443.00)
\$5,443.00**

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

June 18, 2021

Informational Memorandum

Purpose:	Accept additional STSJP funds for the PROS program
Summary:	Additional STSJP funds have been approved by NYS for the PROS program. This is in addition to what we budgeted in the fall.
Recommended Action:	The department recommends the budget modification to accept the funds from STSJP for the PROS program be approved.

DATE: 7/1

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

FROM
TO

[illegible]

REASON FOR REQUEST	DOLLAR AMOUNT
State Aid Youth Programs	(\$5443.00)
Other Supplies & Exp-General	\$5443.00
Additional funding in STSJ-PROS contract	
BUDGET YEAR: 2021	
TOTAL AMOUNT	-\$0-

COMMITTEE SIGNATURES

DEPARTMENT	HEAD	DATE
13	George E. Lindum	7/7/21
	<i>[Signature]</i>	7-7-21
	<i>[Signature]</i>	7-7-21
	<i>[Signature]</i>	7/7/21
	Herbert A. Lindum	7/13/21
	<i>[Signature]</i>	7/7/2021

DEPARTMENT HEAD - DATE

3.13 /Forms/Budget Mod

Send form to County Administrators Office for approval

RESOLUTION NO. 153

**RESOLUTION AUTHORIZING BUDGET MODIFICATION YOUTH BUREAU-
ELMCREST CHILDREN'S CENTER**

By Legislator Roy Reehil:

Upon recommendation of the Human Service Committee of this body, with the approval of finance and Personnel Committee, be it

RESOLVED, that the Oswego County treasurer be, and he hereby is, authorized the transfer the fund 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 Tressure and Budget Officer shall be his authority to affect such transfer and make such adjustments

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 154 of 2021

A7310.423500

(\$3,000.00)

A7310.545500

\$3,000.00

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

June 7, 2021

Informational Memorandum

Purpose:

Accept Elmcrest Children's Center Funding for the Leadership
Oswego County Youth Program

Summary:

Leadership Oswego County Youth lost sponsorship funding. The program helps high school students develop leadership, public speaking, team building, community awareness, decision-making skills and much more. The curriculum is built on a series of workshops that reinforce aspects of personal, team and community growth, and combine discussions and activities that relate to the Oswego County community.

Elmcrest Children's Center has agreed to sponsor the tuition cost for 2-4 students per school district. involved. With these funds, there is no cost to the family or the school for youth to participate. In order to be able to offer this program experience and ensure best use of sponsorship funds, full commitment to the program by the student is imperative.

Recommended Action:

The department recommends the budget modification to accept the funds from Elmcrest Children's center be approved.

DATE:

FROM
(OR REVENUE)

REASON FOR REQUEST	DOLLAR AMOUNT
Youth Recreation	(\$3,000.00)
Other Supplies & Exp – General	\$3,000.00
Revenue for LOCY from Elmcrest MOU	
BUDGET YEAR: 2021	
TOTAL AMOUNT	-\$0-

COMMITTEE SIGNATURES	DATE
<i>B. J. ...</i>	7/2/21
<i>[Signature]</i>	7-7-21
<i>[Signature]</i>	7-7-21
<i>[Signature]</i>	7/2/21
<i>Herbert A. Gardner</i>	7/2/21
<i>Margaret B. Gardner</i>	02/07/2021

DEPARTMENT HEAD - DATE
3.13/Foms/Budget Mod

Send form to County Administrators Office for approval

RESOLUTION NO. 154

**RESOLUTION AUTHORIZING FUNDING OSWEGO COUNTY SOIL AND
WATER CONSERVATION DISTRICT (OSWCD) WITH
COORDINATING/PLANNING OF AND TREATMENT OF HEMLOCK WOOLLY
ADELGID (HWA) ON COUNTY PROPERTIES**

By Legislator Roy Reehil:

WHEREAS, the Hemlock Woolly Adelgid was discovered in Oswego County, and

WHEREAS this invasive pest has been confirmed on Independence Park property as well as Camp Hollis and will cause the decline and eventual mortality of hemlock trees within a decade; and

WHEREAS, the Oswego County Soil and Water Conservation District Board of Directors has agreed to fund 50% of the treatment in addition to coordinating and planning the project, and

WHEREAS the entire project is estimated to cost approximately \$16,000-\$19,000, and

NOW, THEREFORE, upon recommendation of the Oswego County Human Services Committee, and the Finance and Personnel Committee of this body, be it

RESOLVED, that the Oswego County Legislature hereby approves Oswego County Soil and Water District coordinate, plan, and treatment of the project with a cost to Oswego County not to exceed \$9,500.

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

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 9, 2021

Informational Memorandum

Purpose: Coordination, planning and treatment of Hemlock Woolly Adelgid at Camp Hollis and Independence Trail

Summary: The Hemlock Woolly Adelgid was discovered in Oswego County. This invasive pest has been confirmed on Independence Park property as well as Camp Hollis and will cause the decline and eventual mortality of hemlock trees within a decade. The Oswego County Soil and Water Conservation District Board of Directors has agreed to fund 50% of the treatment in addition to coordinating and planning the project. The cost of the project will be impacted by the number and size of trees encountered but not to exceed the range of \$16,000 – \$19,000. Oswego County will reimburse Oswego County Soil and Water Conservation District up to \$9,500

Recommended Action: The department recommends coordination, planning and treatment of the Hemlock Woolly Adelgid by Oswego County Soil and Water District at Camp Hollis and Independence Trail with a cost to Oswego County not to exceed \$9,500.be approved.

**Hemlock Woolly Adelgid Control
Oswego County Properties
Submitted by Oswego County Soil and Water Conservation District**

Summary:

At the Human Services Committee meeting held on May 3, 2021, the Oswego County Soil and Water Conservation District (OCSWCD) provided a presentation regarding Hemlock Woolly Adelgid (HWA) on county properties. This invasive pest has been confirmed on the Independence Park property as well as at Camp Hollis, and will cause the decline and eventual mortality of hemlock trees within a decade. During this period and beyond, the trees will become hazardous. Given the fact that public hiking trails are present at these locations, this presents safety and liability issues. There over 1,100 hemlocks present on the Independence Park property alone.

The OCSWCD is offering assistance in organizing a treatment to control the HWA and save as many trees as possible. Two pesticides referred to as Imidacloprid and Dinotefuran are recommended as a tank mix, which may cost up to approximately \$650/acre to apply. This mix is applied directly to the bark of hemlock trees and allows for immediate control with residual protection as well. A limited number of trees per acre can be treated per label restrictions, but this office will select stems based on proximity to the trail or other features, hazard potential, current health, diameter and height. We are planning to work with Onondaga County Soil and Water Conservation District through an Inter-Municipal Agreement to implement the treatment, as this organization has a certified applicator on staff. The control work would take place in late August or September of 2021. Follow-up applications will be necessary in subsequent years, which could be funded through grants.

The OSWCD Board of Directors has agreed to fund 50% of the treatment, in addition to coordinating and planning the project. The Independence Park property consists of 24 acres where hemlock is the primary species, and Camp Hollis has approximately 2 acres. The entire project is estimated to cost up to approximately \$16,000-\$19,000. There are wetlands present in the area, which will require permits. If permits are not obtained by the treatment date, these areas will be avoided this year, decreasing the acreage treated and consequently the total cost. This price is also impacted by the number and size of trees encountered, but will not exceed this range.

Request:

On July 7, 2021, the Human Services committee granted the Oswego County SWCD authorization to organize the treatment. The Oswego County SWCD is requesting reimbursement of up to \$9,500 (50% of the service fee) for Hemlock Woolly Adelgid control work conducted on Oswego County properties in 2021.

Attachments:

Independence Park Property Map





Camp Hollis Property Map

Photo Sheet

Property of Oswego County Independence Park



Legend

-  Independence Park
-  Trails
-  Primary Hemlock Areas
-  NYS Regulated Wetlands

0 375 750 1,500 Feet

Disclaimer:





The GIS map above is comprised of shapefiles obtained from the Office of Oswego County Real Property, Oswego County Department of Tourism, Planning and Community Development, and the NYS GIS Clearinghouse. The accuracy of the data is not guaranteed. This map is not a survey and is intended for planning purposes only.


July 2021
Oswego County Soil and Water Conservation District

Property of Oswego County Camp Hollis



Legend

-  Camp Hollis Boundary
-  Trails
-  Primary Hemlock Areas
-  NYS Regulated Wetlands

 Feet
0 250 500 1,000

Disclaimer:

The GIS map above is comprised of shapefiles obtained from the Office of Oswego County Real Property, Oswego County Department of Tourism, Planning and Community Development, and the NYS GIS Clearinghouse. The accuracy of the data is not guaranteed. This map is not a survey and is intended for planning purposes only.

July 2021
Oswego County Soil and Water Conservation District

Hemlock Woolly Adelgid at Independence Park Property



A branch heavily infested with Hemlock Woolly Adelgid.

Photo: St. Lawrence Eastern Lake Ontario Partnership for Regional Invasive Species Management



Close-up of the white woolly egg masses.

Photo: St. Lawrence Eastern Lake Ontario Partnership for Regional Invasive Species Management



A section of Independence Trail lined by large Eastern hemlock trees, which is a primary species in this area.

Photo: Oswego County Department of Planning and Community Development



A section of Independence Trail showing hemlock as an understory species.

Photo: Oswego County Department of Planning and Community Development

COUNTY OF OSWEGO PURCHASING DEPARTMENT VENDOR AGREEMENT

THIS AGREEMENT is entered into as of this 15th day of July 2021 by Oswego County Soil and Water Conservation District 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; Oswego County Soil and Water Conservation District an authorized Oswego County agency and a political subdivision organized and existing under the laws of the State of New York with the business offices located at 3105 NY-3, Fulton, NY 13069 hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the Services and/or provide goods identified in **Schedule A** (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 July 15th, 2021 and ending August 31th 2022. The County reserved the right to renew the contract for one (1) successive one (1) year term. 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 B**, which is attached to, and is part of this Agreement. Vendor shall submit to the County a monthly-itemized invoice for Services rendered during the prior month, or as otherwise set forth in Schedule B, 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 \$ 9,500 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

Country 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

With the sole exception of Kaman Automation which is performing turnkey work as distributor for Schneider Electric per the attached proposal, 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 Contractor/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. General Aggregate to apply on a per project basis.
- **Automobile Liability**
\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
- **Excess/Umbrella Insurance**
\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- **Owners/Contractors Protective Insurance**
(Required for large construction projects.)
\$1,000,000 per occurrence/\$2,000,000 aggregate; the County of Oswego as the named insured.
- **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- **Professional Liability/Malpractice** \$1,000,000 aggregate (If commercially available for your profession) \$1,000,00 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.

In the event of termination, the County agrees to pay the Vendor and/or its subcontractor Kaman Automation for all services completed and equipment purchased for this project per the proposal up to the contract price as stated herein in Article 3. "Compensation" as of the date of termination.

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, nor 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:
 - i. 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 employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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 submitting 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 **Schedules A and B**, which supersede any other understandings or writings between or among the parties.

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

OSWEGO COUNTY SOIL AND WATER
CONSERVATION DISTRICT

Signature

Signature

Printed Name

Printed Name

Title

Title

Schedule A: Scope of Work

Oswego County and Oswego County Soil and Water Conservation District (OCSWCD) have agreed to work together to implement, treat, and prevention The Independence Park and Camp Hollis from Hemlock Woolly Adelgid (HWA) an invasive pest.

Oswego County Soil and Water Conservation district has agreed to provide the following:

- OCSWCD has agreed to the treatment and coordination of planning the project.
- Utilize the pesticides Imidacloprid and Dinotefuran for and immediate control and protection of Hemlock trees.
- OCSWCD will determine which tree stems to apply the pesticide mix, based on trail proximity and other factors following application guidelines and restrictions.
- The control work will begin August/September of 2021 and will need to have follow up applications in subsequent years.

Schedule B: Fee Schedule

The cost of this treatment for the Hemlock Woolly Adelgid in the Independence Park and Camp Hollis is expected to cost up to \$19,000.

The OCSWCD has agreed to fund 50% of the treatment. Oswego County will reimburse OCSWCD up to \$9,500.

The cost of the project will be impacted by the number and size of trees encountered but not to exceed the range of \$16,000 – \$19,000.

The two pesticides (Imidacloprid and Dinotefuran) are expected to cost up to \$650/acer during the application process to tree stems.

RESOLUTION NO. 155

**RESOLUTION AUTHORIZING THE RECLASSIFICATION OF TWO
POSITIONS AND CREATION ONE POSITION IN THE OFFICE OF
TOURISM & PUBLIC INFORMATION**

By Legislator Tim Stahl:

WHEREAS, the County of Oswego finds it both essential and beneficial to provide public information services for the various departments within Oswego County government; and

WHEREAS, Oswego County is blessed with outstanding historic, cultural and natural resources that bring visitors from around the world, and

WHEREAS, the Covid pandemic has caused significant changes in the processes by which tourism promotion and public information services are offered, and

WHEREAS, these changes, coupled with retirements within this office require that the team be reorganized in a way that will ensure the delivery of an efficient and effective service going forward, and

WHEREAS, the proposed reorganization will accomplish the goals stated above while also providing a cost savings in 2021, 2022 and years going forward.

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

RESOLVED, that a new position of Senior Public information Officer, Grade 30, in the OCPA Bargaining Unit be created and position # 642094902, Tourism & Public Information Liaison, be reclassified to a Tourism & Public Information Specialist, Grade 20, in the same OCPA Bargaining Unit, and upon retirement of the Tourism & Public Information Coordinator, position #642095601, Grade 40, OCPA, that position be reclassified to a Tourism & Public Information Specialist, Grade 20 in the same OCPA Bargaining Unit, and be it further

RESOLVED, that while the reclassification of and hiring for these positions will take effect on September 1st 2021, the department may begin the process of identifying capable and qualified individuals for these positions immediately, and be it 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 VOICE VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 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: Re-Organization of the Tourism & Public Information Office

PURPOSE: This action recognizes that this office within the department of Community Development, Tourism & Planning has changed significantly over the last few years. It also responds to the previous retirement of an employee during the hiring freeze and the anticipation of a pending retirement for the primary and supervisory position there.

SUMMARY: As the world has changed over the last year and a half, so have the demands placed on this small but important team. In addition to the fact that our marketing efforts now require much more research, analysis and actual outreach, our public information responsibilities have grown far beyond what had ever been anticipated when this team was first assembled.

In 2019 the PI team produced 281 news releases for various county departments. By mid-June of 2020 they had already reached 262, which coincidentally, is the exact same number they have produced by mid-June of 2021. At the conclusion of 2020, the PI team had drafted and released 601 news releases, more than twice their typical year. Whether we reach that number in 2021 remains to be seen but the additional activity for the American Rescue Plan will likely fill the gap created by the scale down on the covid side. In addition, we now script, produce and release video messages from the Chairman every two weeks.

Earlier this year, during the hiring freeze, one of our Tourism & Public Information Liaisons (TPIL) retired and sometime soon the Tourism & Public Information Coordinator (TPIC) will also be leaving. My proposal addresses filling those voids and the new challenges the team faces.

The re-organization proposes that the current Public Information Officer be upgraded to a Senior Public Information Officer (PIO) (SG 30 base) and that her position be backfilled with another PIO. It also reclassifies

one of the TPIL positions to Tourism & Public Information Specialist (TPIS) (SG 20 base) and backfills the vacant TPIL position. Finally, upon the retirement of the TPIC I would like to reclassify and fill that position as a TPIS.

FISCAL IMPACT: This action will result in a savings of \$4,257 in 2021 and \$22,573 in 2022.

RECOMMENDED

ACTION: The Economic Development and Planning Committee, in concert with the Finance & Personnel Committee, recommend that the Oswego County Legislature authorize this action.

RESOLUTION NO. 156

**RESOLUTION TO REAPPOINT MEMBERS TO THE OSWEGO COUNTY
TRAFFIC SAFETY BOARD**

By Legislator James Karasek:

WHEREAS, Local Law No. 2 of 1969 established the Oswego County Traffic Safety Board with members serving 3-year, staggered terms; and

WHEREAS, the terms of certain members of the Oswego County Traffic Safety Board have expired and volunteers have come forth to fill the unexpired terms of others.

NOW, on recommendation of the Health Committee of this body; be it

RESOLVED, that the following individuals be, and they hereby are, re-appointed and/or appointed to the Oswego County Traffic Safety Board for a term to expire as hereinafter set forth:

Charles Burlingham	City of Fulton Police Dept	2/28/2023
Damian Waters	City of Oswego Police Dept	2/28/2023
Brent Fosco	NY State Police	2/28/2023
Robert Ramsey	Oswego County Sheriffs Office	2/28/2023

ADOPTED BY VOICE VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

RESOLUTION NO. 157

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN AMENDED AGREEMENT WITH NEW YORK STATE DEPARTMENT
OF TRANSPORTATION REGARDING
A LAKE ONTARIO RESILIENCY AND ECONOMIC DEVELOPMENT
INITIATIVE (REDI) PROJECT IN THE TOWN OF RICHLAND
FOR A SUM NOT TO EXCEED \$560,000
(County Route 5 Seawall Repair - 3RED05)**

By Legislator Stephen Walpole:

WHEREAS, the County of Oswego has heretofore been awarded grant funds to complete a REDI project in the Town of Richland on County Route 5 near the Selkirk Lighthouse; and

WHEREAS, the seawall was last repaired in the 1980s and this project is needed to repair and stabilize damage from high water due to flooding from Lake Ontario; and

WHEREAS, the NYSDOT is handling A/E Design services and construction services; and

WHEREAS, the estimated A/E Design and construction cost is estimated at \$560,000; and

WHEREAS, a resolution is both necessary and desirable as the state has amended its agreement,

NOW, THEREFORE, upon recommendation of the Infrastructure and Facilities Committee of this body, it is hereby,

RESOLVED, that the County of Oswego hereby accepts the REDI funds for this project; and, it is further

RESOLVED, that the Chair of the Legislature be, and is hereby, authorized to execute the annexed amended agreement and any supporting papers with the New York State Department of Transportation for a total project cost not to exceed of \$560,000.00.

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

**LAKE ONTARIO RESILIENCY AND ECONOMIC DEVELOPMENT INITIATIVE (REDI)
SHARED SERVICES AGREEMENT
BETWEEN THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AND**

County of Oswego

CONTRACT NO. X040213

THIS AGREEMENT, made by and between the People of the State of New York (hereinafter referred to as "State" or "NYSDOT" or "Provider"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "Commissioner") with principal place of business being located at 50 Wolf Road, Albany, New York 12232, and the County of Oswego with its principal place of business being located at 46 East Bridge Street, Oswego, NY 13126, New York (hereinafter referred to as "Municipality" or "Recipient"), as follows:

WITNESSETH

WHEREAS, pursuant to New York General Municipal Law §99-r, the governing board of any municipal corporation may contract with any state agency to receive services and work, and any state agency may contract to provide such services and work;

WHEREAS, pursuant to Section 99-r of the General Municipal Law, the State wishes to provide, and the Municipality wishes to receive, in return for consideration of monies, equivalent in value, design and construction services of the nature contemplated herein; and

WHEREAS, the sharing of such materials and services shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources.

NOW THEREFORE, in consideration of the mutual promises made by each of the parties herein, the State and the Municipality agree as follows:

1. The State and the Municipality mutually agree to share services as specifically described in Schedule A. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient) and shall be limited to providing or receiving: architectural, engineering, and construction services, in furtherance of the Lake Ontario Resiliency and Economic Development Initiative.
2. The value of services received by the Recipient under this Agreement shall be returned to the Provider in the form of monetary reimbursement. The value of the Shared Services to be shared pursuant to this Agreement shall not exceed five hundred and sixty thousand dollars (\$560,000) during the term of the Agreement, and shall be commensurate to those tasks or services set forth in Schedule A.

3. All work designed in furtherance of this agreement shall be designed in accordance with any and all applicable design standards, manuals, or guidance, published or mandated by the New York State Department of Transportation and in effect at the time of design. All work constructed in furtherance of this agreement shall be constructed in accordance with the New York State Department of Transportation's Standard Specifications and any other applicable construction standards published or mandated by the New York State Department of Transportation and required by the project design documents.
4. Both parties shall maintain records setting forth the details of all shared services and associated costs. Such records shall be made available for inspection by both parties and the Office of the State Comptroller. An accounting of the value of the shared services shall be reconciled no more frequent than every thirty (30) days, but no less frequent than every six (6) months. Any outstanding balances may be reconciled by the remission of payment. Full reconciliation shall occur at the end of the Agreement term, or when performance is complete, whichever occurs first.
5. The Provider's employees, consultants, and contractors shall remain under full supervision and control of the Provider. The Recipient shall make no request of the Provider's employees, consultants, or contractors; notwithstanding the foregoing, the Provider and the Recipient shall designate a respective project coordinator, as provided in Section 12, to address specific requests, changes, and project progress. The parties shall remain fully responsible for their own employees for all matters, including, but not limited to, salary, insurance, benefits, and Workers Compensation.
6. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement, or any and all claims brought by the Municipality's employee(s) whereby commercial general liability insurance coverage is not otherwise afforded by the State's contractors or consultants.
7. The term of this Agreement shall be from 6/23/2020-6/22/2022, subject to approval by the State Comptroller. The term may be extended if work is not completed, should both parties agree, under the same terms and conditions as the original Agreement for up to three (3) additional one (1) year periods with State Comptroller approval. The parties shall make reasonable, good faith efforts to provide no less than thirty (30) days notice of their intent to extend the Agreement.
8. Upon full execution of this agreement and to the extent that the costs are reimbursable in accordance with Section 2 and the terms and conditions herein, NYSDOT shall be reimbursed by the municipality for any costs incurred between 6/23/2020 and the date of approval by the State Comptroller.
9. Any action taken by the parties pursuant to this Agreement shall be consistent with the public duties of such officials and any expenditures incurred shall not exceed the amounts set forth in the parties' budgets for highway purposes.
10. If any provision of this Agreement is deemed invalid or inoperative for any reason, that part may be modified, in writing, by the parties to the extent necessary to make the Agreement provision valid and operative or, if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect.
11. No shared service shall be performed by the State or its respective contractors, consultants, or agents, unless (a) the Municipality demonstrates it possesses sufficient irrevocable property rights in the parcel(s) subject to this agreement, and (b) the State and the Municipality executed this agreement as set forth herein. The Municipality's execution shall include notification to its respective Clerk and Superintendent of Highways or Public Works.

12. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a.) via certified or registered United States mail, return receipt requested;
 - (b.) by facsimile transmission;
 - (c.) by personal delivery;
 - (d.) by expedited delivery service; or
 - (e.) By e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

NYSDOT [Regional REDI Coordinator]

Loren Gosselin, P.E., Highway Design Supervisor
Telephone (315) 428-3228
Fax (315) 428-4417
Email Loren.Gosselin@dot.ny.gov

Municipality

Kurt Ospelt, Oswego County Superintendent of Highways
Telephone (315) 349-8331
Fax
Email kospelt@oswegocounty.com

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

19. This Agreement, Appendix A, Required Clauses for all New York State Contracts, Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act), and Schedule A, attached hereto and made a part hereof, shall bind the successors, assigns, and representatives of the parties hereto.

20. Attached hereto and made a part hereof is a copy of the duly adopted Municipal legislation authorizing the Municipality to enter into this Agreement.

21. In accordance with 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 Municipality will not discriminate against any employee or applicant for employment because of age, race, creed, color, national

origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status. Further, the Municipality shall not discriminate in the use of the premises or any access thereto if such premises are used as a public accommodation or in connection with a public service.

22. NYSDOT shall provide complete and accurate billing invoices, billed net 75, to the municipality in accordance with Section 4. The municipality shall remit payment by a single certified check or cashier's check, payable to the **New York State Department of Transportation**, as follows:

NYS Department of Transportation
Revenue Unit, POD 5-2
50 Wolf Road
Albany, NY 12232

Payments will be accepted on regular State business days between the hours of 9:00 a.m. and 3:00 p.m.

In the event the Municipality fails to remit payment within 75 days from the invoice date, NYSDOT reserves the right to stop work without notice to the Municipality.

23. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, concerning the aforementioned matter(s). This Agreement may not be modified except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed by the State and the Municipality by their duly authorized representatives, to become effective and binding upon approval by the State Comptroller.

Agreed to:
MUNICIPALITY

Agreed to:
STATE OF NEW YORK

By: _____

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the State Comptroller

Office of the Attorney General

STATE OF NEW YORK

)

) ss.:

COUNTY OF OSWEGO

)

On this _____ day of _____, 20____, before me personally came _____, to me known, being duly sworn, did depose and say that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; and that he/she is authorized to, and did sign his/her name thereto acting in this capacity.

Notary Public

SCHEDULE A

NYSDOT

Description of A/E Design and construction services to be shared (reference and include attachments as applicable):

Project Description: County Route 5/Lake Street Town of Richland, Oswego County, replace the deteriorated concrete wall system and evaluate the structural integrity of the sheeting, to improve resiliency.

☒ NYSDOT shall provide A/E Design Services in the form of preliminary engineering, which includes preliminary design and detailed (final) design of the aforementioned project, and results in PS&E. Final design documents and PS&E shall be deemed accepted by the Municipality when done so in writing.

☒ NYSDOT shall provide construction services for completion of the project specified above, in accordance with the PS&E, which includes construction inspection.

Line 1: Estimated Cost of A/E Design and construction services to be shared: \$560,000

MUNICIPALITY

MUNICIPALITY shall compensate NYSDOT for the total monetary cost/value: \$560,000

APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

October 2019

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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 \$25,000, 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 § 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, nor subject any individual to harassment, because of 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 or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

October 2019

APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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 shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10/2010

RESOLUTION NO. 158

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN AMENDED AGREEMENT WITH NEW YORK STATE DEPARTMENT
OF TRANSPORTATION REGARDING
A LAKE ONTARIO RESILIENCY AND ECONOMIC DEVELOPMENT
INITIATIVE (REDI) PROJECT IN THE TOWN OF OSWEGO
FOR A SUM NOT TO EXCEED \$1,270,000
(County Route 89 Culvert Replacement and Road Elevation - 3RED11)**

By Legislator Stephen Walpole:

WHEREAS, the County of Oswego has heretofore been awarded grant funds to complete a REDI project in the Town of Oswego on County Route 89 near Jackim Road; and

WHEREAS, the culvert replacement is designed to minimize flooding from Lake Ontario; and

WHEREAS, the NYSDOT is handling A/E Design services and construction services; and

WHEREAS, the estimated A/E Design and construction cost is estimated at \$1,270,000; and

WHEREAS, a resolution is both necessary and desirable as the state has amended its agreement,

NOW, THEREFORE, upon recommendation of the Infrastructure and Facilities Committee of this body, it is hereby,

RESOLVED, that the County of Oswego hereby accepts the REDI funds for this project; and, it is further

RESOLVED, that the Chair of the Legislature be, and is hereby, authorized to execute the annexed amended agreement and any supporting papers with the New York State Department of Transportation for a total project cost not to exceed of \$1,270,000.

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

**LAKE ONTARIO RESILIENCY AND ECONOMIC DEVELOPMENT INITIATIVE (REDI)
SHARED SERVICES AGREEMENT
BETWEEN THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AND**

County of Oswego

CONTRACT NO. X040214

THIS AGREEMENT, made by and between the People of the State of New York (hereinafter referred to as "State" or "NYSDOT" or "Provider"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "Commissioner") with principal place of business being located at 50 Wolf Road, Albany, New York 12232, and the County of Oswego with its principal place of business being located at 46 East Bridge Street, Oswego, NY 13126, New York (hereinafter referred to as "Municipality" or "Recipient"), as follows:

WITNESSETH

WHEREAS, pursuant to New York General Municipal Law §99-r, the governing board of any municipal corporation may contract with any state agency to receive services and work, and any state agency may contract to provide such services and work;

WHEREAS, pursuant to Section 99-r of the General Municipal Law, the State wishes to provide, and the Municipality wishes to receive, in return for consideration of monies, equivalent in value, design and construction services of the nature contemplated herein; and

WHEREAS, the sharing of such materials and services shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources.

NOW THEREFORE, in consideration of the mutual promises made by each of the parties herein, the State and the Municipality agree as follows:

1. The State and the Municipality mutually agree to share services as specifically described in Schedule A. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient) and shall be limited to providing or receiving: architectural, engineering, and construction services, in furtherance of the Lake Ontario Resiliency and Economic Development Initiative.

2. The value of services received by the Recipient under this Agreement shall be returned to the Provider in the form of monetary reimbursement. The value of the Shared Services to be shared pursuant to this Agreement shall not exceed one million and two hundred seventy thousand dollars (\$1,270,000) during the term of the Agreement, and shall be commensurate to those tasks or services set forth in Schedule A.

3. All work designed in furtherance of this agreement shall be designed in accordance with any and all applicable design standards, manuals, or guidance, published or mandated by the New York State Department of Transportation and in effect at the time of design. All work constructed in furtherance of this agreement shall be constructed in accordance with the New York State Department of Transportation's Standard Specifications and any other applicable construction standards published or mandated by the New York State Department of Transportation and required by the project design documents.
4. Both parties shall maintain records setting forth the details of all shared services and associated costs. Such records shall be made available for inspection by both parties and the Office of the State Comptroller. An accounting of the value of the shared services shall be reconciled no more frequent than every thirty (30) days, but no less frequent than every six (6) months. Any outstanding balances may be reconciled by the remission of payment. Full reconciliation shall occur at the end of the Agreement term, or when performance is complete, whichever occurs first.
5. The Provider's employees, consultants, and contractors shall remain under full supervision and control of the Provider. The Recipient shall make no request of the Provider's employees, consultants, or contractors; notwithstanding the foregoing, the Provider and the Recipient shall designate a respective project coordinator, as provided in Section 12, to address specific requests, changes, and project progress. The parties shall remain fully responsible for their own employees for all matters, including, but not limited to, salary, insurance, benefits, and Workers Compensation.
6. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement, or any and all claims brought by the Municipality's employee(s) whereby commercial general liability insurance coverage is not otherwise afforded by the State's contractors or consultants.
7. The term of this Agreement shall be 6/23/2020-6/22/2022, subject to approval by the State Comptroller. The term may be extended if work is not completed, should both parties agree, under the same terms and conditions as the original Agreement for up to three (3) additional one (1) year periods with State Comptroller approval. The parties shall make reasonable, good faith efforts to provide no less than thirty (30) days notice of their intent to extend the Agreement.
8. Upon full execution of this agreement and to the extent that the costs are reimbursable in accordance with Section 2 and the terms and conditions herein, NYSDOT shall be reimbursed by the municipality for any costs incurred between 6/23/2020 and the date of approval by the State Comptroller.
9. Any action taken by the parties pursuant to this Agreement shall be consistent with the public duties of such officials and any expenditures incurred shall not exceed the amounts set forth in the parties' budgets for highway purposes.
10. If any provision of this Agreement is deemed invalid or inoperative for any reason, that part may be modified, in writing, by the parties to the extent necessary to make the Agreement provision valid and operative or, if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect.
11. No shared service shall be performed by the State or its respective contractors, consultants, or agents, unless (a) the Municipality demonstrates it possesses sufficient irrevocable property rights in the parcel(s) subject to this agreement, and (b) the State and the Municipality executed this agreement as set forth herein. The Municipality's execution shall include notification to its respective Clerk and Superintendent of Highways or Public Works.

12. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (a.) via certified or registered United States mail, return receipt requested;
 - (b.) by facsimile transmission;
 - (c.) by personal delivery;
 - (d.) by expedited delivery service; or
 - (e.) By e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

NYSDOT [Regional REDI Coordinator]

Loren Gosselin, P.E., Highway Design Supervisor
Telephone (315) 428-3228
Fax (315) 428-4417
Email Loren.Gosselin@dot.ny.gov

Municipality

Kurt Ospelt, Superintendent of Highways of Oswego County
Telephone (315) 349-8331
Fax
Email kospelt@oswegocounty.com

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

19. This Agreement, Appendix A, Required Clauses for all New York State Contracts, Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act), and Schedule A, attached hereto and made a part hereof, shall bind the successors, assigns, and representatives of the parties hereto.

20. Attached hereto and made a part hereof is a copy of the duly adopted Municipal legislation authorizing the Municipality to enter into this Agreement.

21. In accordance with 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 Municipality will not discriminate against any employee or applicant for employment because of age, race, creed, color, national

origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status. Further, the Municipality shall not discriminate in the use of the premises or any access thereto if such premises are used as a public accommodation or in connection with a public service.

22. NYSDOT shall provide complete and accurate billing invoices, billed net 75, to the municipality in accordance with Section 4. The municipality shall remit payment by a single certified check or cashier's check, payable to the **New York State Department of Transportation**, as follows:

NYS Department of Transportation
Revenue Unit, POD 5-2
50 Wolf Road
Albany, NY 12232

Payments will be accepted on regular State business days between the hours of 9:00 a.m. and 3:00 p.m.

In the event the Municipality fails to remit payment within 75 days from the invoice date, NYSDOT reserves the right to stop work without notice to the Municipality.

23. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, concerning the aforementioned matter(s). This Agreement may not be modified except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed by the State and the Municipality by their duly authorized representatives, to become effective and binding upon approval by the State Comptroller.

Agreed to:
MUNICIPALITY

Agreed to:
STATE OF NEW YORK

By: _____

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the State Comptroller

Office of the Attorney General

STATE OF NEW YORK)
) ss.:
COUNTY OF OSWEGO)

On this ____ day of _____, 20____, before me personally came _____, to me known, being duly sworn, did depose and say that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; and that he/she is authorized to, and did sign his/her name thereto acting in this capacity.

Notary Public

SCHEDULE A

NYSDOT

Description of A/E Design and construction services to be shared (reference and include attachments as applicable):

Project Description: County Route 89, Town of Oswego, Oswego County, replace drainage structures and elevate parts of County Route 89 to eliminate flooding and improve resiliency.

☒ NYSDOT shall provide A/E Design Services in the form of preliminary engineering, which includes preliminary design and detailed (final) design of the aforementioned project, and results in PS&E. Final design documents and PS&E shall be deemed accepted by the Municipality when done so in writing.

☒ NYSDOT shall provide construction services for completion of the project specified above, in accordance with the PS&E, which includes construction inspection.

Line 1: Estimated Cost of A/E Design and construction services to be shared: \$1,270,000

MUNICIPALITY

MUNICIPALITY shall compensate NYSDOT for the total monetary cost/value: \$1,270,000

APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

October 2019

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1990-1991

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 \$25,000, 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 § 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, nor subject any individual to harassment, because of 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 or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

October 2019

APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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 shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10/2010

RESOLUTION NO. 159

**RESOLUTION ESTABLISHING CP# 3270
CR 7 BRIDGE OVER RICE CREEK**

By Legislator Stephen Walpole:

WHEREAS, the CR 7 Bridge over the Rice Creek, BIN 3313270, Town of Oswego, Oswego County, New York needs to be replaced: and

WHEREAS, this bridge was issued a Red Structural Flag on June 11, 2021, by the New York State Department of Transportation. When a bridge is issued a Red Structural Flag, it must be repaired or closed within six weeks of the issue date. Due to the condition of the existing structure the Highway Department has decided to replace the bridge to correct the Structural Red Flag condition.

NOW, on recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$300,000 from Unappropriated Fund Balance to CP# 3270 – CR 7 Bridge over Rice Creek and that the following project is hereby authorized for the maximum expenditure as indicated.

Capital Project # 3270
CR 7 Bridge
over Rice Creek

Total Authorization
\$300,000

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 160 of 2021

D5112 545400 3270
D5112 450310 3270
A9901 599014

\$300,000.00
(\$300,000.00)
\$300,000.00

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 CP # 3270 for the purpose of replacing the CR 7 bridge over Rice Creek, BIN 3313270.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the funding through a transfer from Unappropriated Fund Balance to establish CP # 3270 with an authorization level of \$300,000 to replace the CR 7 bridge over Rice Creek, Town of Oswego, Oswego County, New York.

SUMMARY: This bridge was issued a Red Structural Flag on June 11, 2021, by the New York State Department of Transportation. When a bridge is issued a Red Structural Flag, it must be repaired or closed within six weeks of the issue date. Due to the condition of the existing structure the Highway Department has decided to replace the bridge to correct the Structural Red Flag condition.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of CP # 3270

Date

Kurt P. Ospelt
Highway Superintendent

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER				ACCOUNT NUMBER		DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
D5112	545400	3270				Establish 3270 within CHIPS Budget - CR 7 bridge	300,000.00
			D5112	450310	3270	over Rice Creek BIN 3313270, Town of Oswego.	(300,000.00)
						Authorization of \$300,000.	
						This project will be funded through a transfer of funds	
						from Unappropriated Fund Balance	
			A9901	599014		TRANSFER GENERAL FUND BALANCE	300,000.00
						TOTAL AMOUNT	300,000.00

COMMITTEE SIGNATURES

COMMITTEE SIGNATURES

COUNTY TREASURER	DATE
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COUNTY TREASURER	DATE
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PERSONNEL DIRECTOR	DATE
--------------------	------

PERSONNEL DIRECTOR	DATE
--------------------	------

COUNTY ADMINISTRATOR

COUNTY ADMINISTRATOR

DEPARTMENT HEAD	DATE

DEPARTMENT HEAD	DATE

RESOLUTION NO. 160

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
HIGHWAY DEPARTMENT - PAVING**

By Legislator Stephen Walpole:

Upon approval of this body be it

NOW, on recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and is authorized to transfer \$3,000,000 from the Unappropriated Fund Balance into Munis Project PAV21 as shown on the attached budget modification; 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 and that the following project is hereby authorized for the expenditure as indicated.

Munis Project PAV21
Paving 2021

Total Authorization
\$3,000,000

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 161 of 2021

D5112 545400 PAV21
D5112 450310 PAV21
A9901 599014

\$3,000,000.00
(\$3,000,000.00)
\$3,000,000.00



**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: Budget Modification establishing PAV21- Paving – 2021.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee, and the Oswego County Legislature approve a budget modification to establish Munis Project PAV21 for the 2021 paving season.

SUMMARY: We are requesting that \$3,000,000 come out of Unappropriated Fund Balance and into Munis Project PAV21. This money will be applied to and refunded from our CHIPS allotment for 2021.

RECOMMENDED:

ACTION: The Infrastructure, Facilities and Technology Committee recommends the Oswego County Legislature authorize the budget modification request.

Date

Kurt P. Ospelt

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
D5112	545400	PAV21				Establish PAV21 in CHIPS BUDGET LINE - Paving - 2021 with an	3,000,000.00
			D5112	450310	PAV21	authorization level of \$3,000,000. This project will be funded	(3,000,000.00)
						through a transfer of funds from Unappropriated Fund Balance	
			A9901	599014		TRANSFER FROM GENERAL FUND BALANCE	3,000,000.00
						TOTAL AMOUNT	3,000,000.00

100

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 161

**RESOLUTION AUTHORIZING THE ACQUISITION OF AN EASEMENT
AND PAYMENT OF COMPENSATION IN CONNECTION WITH
COUNTY ROUTE 5 – County Route 5 Seawall Repair - 3RED05**

By Legislator Walpole:

WHEREAS, the County of Oswego has, heretofore, entered into an agreement with the New York State Department of Transportation under the Lake Ontario Resiliency & Economic Development Initiative for culvert replacement; and

WHEREAS, the county is responsible for the acquisition of easements in connection therewith; and

WHEREAS, the county has maintained a road and seawall continuously in the vicinity of the Selkirk Lighthouse since the 1930s and a right of way is mentioned in prior proceedings but no recorded right-of-way can be found; and

WHEREAS, the last major repairs to the seawall were in the 1980s; and

WHEREAS, the county has circulated survey map(s) with affected owner(s) concerning the rights-of-way needed for this project and compensation; and

WHEREAS, this acquisition is in the public interest and necessary for the reconstruction of the County Route 5 Seawall; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Infrastructure and Facilities Committee and the Oswego County Highway Superintendent, it is hereby

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute an easement and supporting papers concerning the acquisition of permanent and temporary right(s) of way on the properties shown on the attached maps with the following parties and the County Treasurer is authorized to pay the compensation noted to the respective owner(s) of record:

**SELKIRK LIGHTHOUSE & MARINA, LLC, with an address at 9300 Clayton Road,
St. Louis, MO 63124 the sum of ONE THOUSAND DOLLARS (\$1,000.00)**

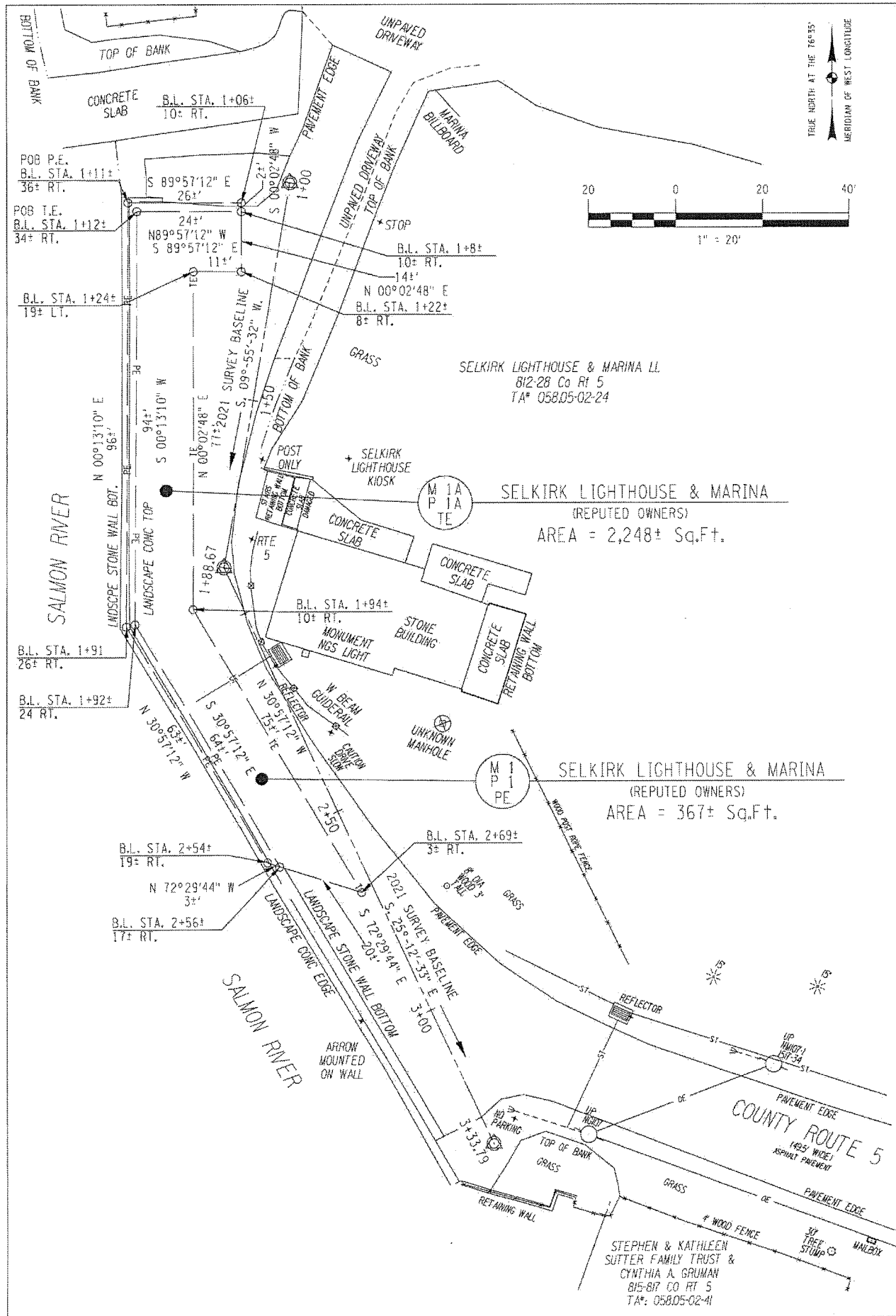
ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

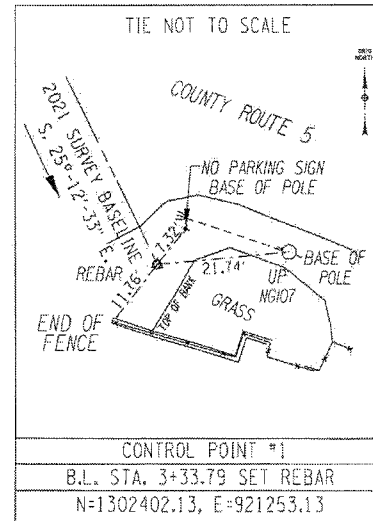
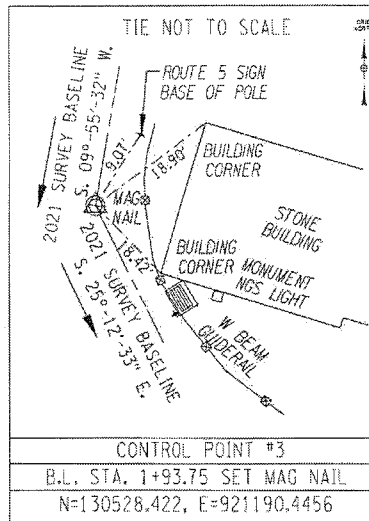
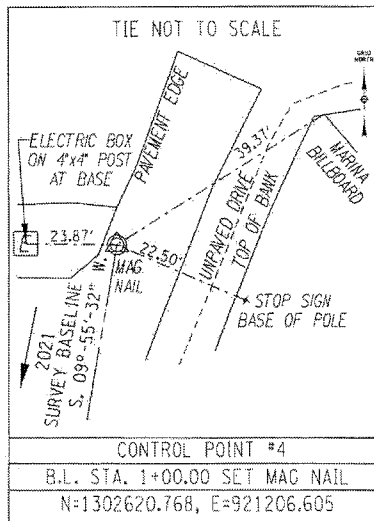
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

COUNTY ROUTE 5

ACQUISITION MAP
PIN 3RED.05

MAP NO. 1
PARCEL NO. 1
OSWEGO COUNTY
SHEET 1 OF 2 SHEETS





PERMANENT EASEMENT FOR HIGHWAY PURPOSES

A permanent easement to be exercised in, on and over the property above delineated for the purpose of constructing, reconstructing and maintaining the sheetpile wall, wall anchors, and parapet railing attached to the top of the wall to the top of the wall therewith as may be deemed necessary by Oswego County in and to all that piece or parcel of property designated as Parcel No. 1, as shown on the accompanying map.

All that piece or parcel of property hereinafter designated as Map No. 1 Parcel No. 1, situate in the Town of Richland, County of Oswego and the State of New York, as shown on accompanying map and described as follows:

MAP NO. 1, PARCEL NO. 1

Beginning at a point on the top of an existing stone landscape retaining wall along the easterly side of the Salmon River further located along Lake Street Extension, said point being 36± feet distant westerly, measured at right angles, from Station 1+11± of the hereinafter described 2021 Survey Baseline; thence South 89°57'12" East, 26± feet to a point being 10± feet distant westerly, measured at right angles, from Station 1+06± of said Survey Baseline; thence South 00°02'48" West, and at right angles, 2± feet, to a point being 10± feet distant westerly, measured at right angles, from Station 1+08± of said Survey Baseline; thence North 89°57'12" West, and at right angles, 24± feet, to a point being 34± feet distant westerly, measured at right angles, from Station 1+12± of said Survey Baseline; thence South 00°13'10" West, parallel with said wall, 94± feet, to a point being 24± feet distant southwesterly, measured at right angles, from Station 1+92± of said Survey Baseline; thence South 30°57'12" East, parallel with said wall, 64± feet to a point being 17± feet, southwesterly measured at right angles, from Station 2+56± of said Survey Baseline; thence North 72°29'44" West, 3± feet to a point in the top of existing stone landscape retaining wall along the easterly side of the said Salmon River, being 19± feet southwesterly, measured at right angles, from Station 2+54± of said Survey Baseline; thence North 30°57'12" West along said retaining wall, 63± feet to a point being 26± feet southwesterly, measured at right angles, from Station 1+91± feet of said Survey Baseline; thence North 00°13'10" East along said retaining wall, 96± feet to the point of beginning, being 367± Sq. Ft., more or less.

MAP NO. 1A, PARCEL NO. 1A

Together with a Temporary Easement described as follows:

Beginning at a point 2± feet east of the top of said existing stone landscape retaining wall along the easterly side of the Salmon River further located along Lake Street Extension, said point being distant 34± feet distant westerly, measured at right angles, from Station 1+12± of said Survey Baseline; thence South 00°13'10" West parallel to said retaining wall, 94± feet to a point being 24± feet distant southwesterly, measured at right angles, from Station 1+92± of said Survey Baseline; thence South 30°57'12" East, 64± feet to a point being 17± feet southwesterly, measured at right angles, from Station 2+56± of said Survey Baseline; thence South 72°29'44" East, 20± feet to a point being 3± feet southwesterly, measured at right angles, from Station 2+69± of said Survey Baseline; thence North 30°57'12" West, 75± feet to a point being 10± feet distant southwesterly, measured at right angles, from Station 1+94± of said Survey Baseline; thence North 00°02'48" West, 77± feet to a point being 19± feet distant westerly, measured at right angles from Station 1+24± of said Survey Baseline; thence South 89°57'12" East and at right angles, 11± feet to a point being 8± feet distant westerly, measured at right angles, from Station 1+22± of said Survey Baseline; thence North 00°02'48" East and at right angles, 14± feet to a point being 10± feet distant westerly, measured at right angles, from Station 1+08± of said Survey Baseline; thence South 89°57'12" East and at right angles, 24± feet to the point of beginning, being 2,248 Sq. Ft., more or less.

The above mentioned survey baseline is a portion of the 2021 Survey Baseline for the proposed reconstruction of a retaining wall along the Salmon River, along County Route 5 as shown on a map and plan on file in the Office of Oswego County Highway Department, in Oswego County, New York.

Beginning at Station 1+00 of the 2021 Survey Project Baseline, thence South 09°55'32" East, 93.75 feet to Station 1+88.67, thence South 25°12'32" East, 145.12 feet to Station 3+33.79.

"UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209 SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW."

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE IS NECESSARY FOR THIS PROJECT AND THE ACQUISITION THEREOF IS RECOMMENDED.

DATE..... 2021

KURT OSPALT
OSWEGO COUNTY HIGHWAY DEPARTMENT

I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY PREPARED UNDER MY DIRECTION.

DATE..... 2020

KHEOPS ARCHITECTURE, ENGINEERING & SURVEY, PC
GRANT E. McEWEN, L.S. LIC. NO. 050754

RESOLUTION NO. 162

**RESOLUTION APPOINTING DIRECTOR OF HUMAN RESOURCES
IN AND FOR THE COUNTY OF OSWEGO**

By Legislator John Martino:

WHEREAS, the County of Oswego has, elected to have an optional form of administration under Civil Service Law §15 via a Director of Human Resources whom serves as Personnel Officer in and for the County of Oswego; and

WHEREAS, the Director of Human Resources shall have all the powers and duties of a municipal civil service commission under the New York State Civil Service Law; and

WHEREAS, this body has assigned other duties to the Director of Human Resources in addition to personnel officer including oversight of employee benefits and state retirement; and

WHEREAS, per Civil Service Law §15, the term of office for Director of Human Resources and Personnel Officer is six (6) years; and

WHEREAS, the term of office for the current Director of Human Resources expires July 9, 2021 and she is now a holdover in office under Public Officers Law §5 and has continued to discharge the duties of her office; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon motion of the Finance & Personnel Committee of this body, it is hereby,

RESOLVED, that Julie A. Bell of the City of Oswego be and is hereby appointed as Director of Human Resources with full authority to act as Civil Service Personnel Officer in and for the County of Oswego for a term of office to expire on July 9, 2027.

ADOPTED BY VOICE VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

RESOLUTION NO. 163

RESOLUTION APPOINTING AUDITOR

By Legislator John Martino:

WHEREAS, Section 600 of the County Law empowers the County Legislature to appoint the position of Auditor, and

WHEREAS a vacancy in this position will occur July 23; and

WHEREAS, said appointment shall be for the term of the membership of the Legislature.

NOW, on recommendation of the County Administrator and the Finance and Personnel Committee of this body, be it

RESOLVED, that Veronica Turner of Oswego NY is appointed Auditor for the County of Oswego, effective July 24, 2021, at a base salary of \$5,000.

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 22 NO: 1 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Veronica L. Turner

Experience: Director of Fiscal Management, Oswego County Department of Social Services, Mexico, NY – June 2015 – Present

- Oversee accounting unit of Department of Social Services, directly supervising 14 employees
- Work across all departments within DSS, as well as other county departments that support DSS to maximize receipt of federal and state reimbursements
- Monitor all revenue claims, ensuring all state and federal guidelines and OMB regulations are followed
- Create and maintain budget for Department of Social Services
- Monitor budgets within DSS including Employment and Training as well as Mental Hygiene
- Monitor state and federal budget changes and make adjustments to county expenses and revenues when needed
- Maintain spreadsheets to monitor state and federal claims, ensuring all earned revenues are received
- Journal all earned revenues into county financial system using modified accrual accounting basis
- Create, organize and maintain spreadsheets of all earned and received CFDA funding ensuring accurate documentation for federal audits
- Work with Commissioner to analyze and prepare feasibility studies for new and ongoing programs and purchases
- Ensure the department is always prepared for successful completion of all state, federal and single audits
- Elected as Vice President to State Association of Fiscal Directors 2018 - Present

Accounting Supervisor, Oswego County Department of Social Services, Mexico, NY – September 2013-June 2015

- Supervise ten staff members in the accounting unit of the department of social services
- Complete state and federal claims, ensuring reimbursement to county for all mandated and services oriented programs.
- Maintain spreadsheets for seventy million dollar budget ensuring all DSS departments operates within established budget.
- Interpret ceiling reports and settlement documents from state and federal agencies, guaranteeing all available funding is claimed, keeping county costs to a minimum.

Employment Specialist, Oswego County Department of Social Services, Mexico NY February 2012 – September 2013

- Work with clients of the department of social services to help search, secure and maintain employment to ensure self sufficiency
- Meet with clients for assessment, establish and assist with removal of barriers to employment
- Initiate conciliation and corrective action when not in compliance.
- Maintain client notes and files, enter all data into state data system

Account Clerk, Oswego County Building and Grounds, Oswego NY- January 2011-February 2012

- Analyze maintenance and utility invoices to ensure proper billing amounts and create vouchers for accounts payable for all county owned facilities
- Maintain Excel spreadsheet to ensure efficient management of county budget dollars
- Establish Capital Accounts for maintenance and repair projects at over 20 county owned faculties; audit invoices and track expenditures
- Order parts and services for the repair and maintenance of county owned/leased buildings and 911 sites
- Order supplies and track inventory spreadsheets for paper, cleaning and restroom supplies for all county facilities
- Audit timesheets and enter payroll information for employees of the Building and Grounds department of Oswego County
- Audit vouchers for several county departments

Typist/Account Clerk, Oswego County Health Department, Oswego, NY June 2009- January 2011

- Assist nursing staff with immunization and flu clinics: set appointments, prepare paperwork, set up clinics, coordinate and reconcile payments and track vaccines
- Create and maintain monthly and yearly records for number of clinic visitors and vaccines given for two county based clinics
- Enter and maintain hospital and doctor referrals into department database
- Create, maintain and close charts for maternal preventive clients
- Obtain and renew insurance authorization from both private insurance and Medicaid for skilled nursing homecare visits ensuring appropriate reimbursement to county

Human Resource Manager/Accounts Payable, Target Corporation, Syracuse, NY June 2005 –October 2007

- Direct supervision of five Human Resources Team Members and 16 Store Team Leaders
- Indirect supervision of 150 – 250 Team Members, numbers varied by season
- Respond to all staff concerns and employee relations issues while maintaining a high level of ethics and confidentiality
- Partnered with store manager to create and maintain organizational chart as well as succession plan
- Responsible for budget of non payroll operating expenses, accounts payable and accounts receivable
- Forecast weekly sales considering seasonal and regional activities and events
- Analyzed weekly forecast and adjust payroll budget and marketing budget accordingly
- Audit weekly sales revenue and balance payroll hours against actual sales data
- Developed staffing forecast that ensure appropriate number of employees were hired to reflect the various changes in seasonal hiring needs
- Implemented all training and team based development programs for executives and team members
- Ensure facility operates within compliance of all company guidelines as well as state and federal regulations
- Implement and document all company initiated community giving projects, grant applications, and employee volunteer programs
- Recipient of company Gold award 2006

Realtor, Janice Snyder Realty, Oswego, NY – December 1996 – September 2005

- Dealt directly with customers, attorneys, and financial institutions in the buying and selling of residential and commercial property while maintaining a high level of confidentiality and ethics.
- Use current market sales data to create market analysis and set market price for property new to the market.
- Create and maintain all legal contracts associated with transactions
- Organize and maintain transaction files generated through my own listing and sales
- Ability to resolve conflicts efficiently and effectively.
- Million Dollar Sales Award 2001, 2002, 2003 & 2004 – Oswego Co Board of Realtors.

Assistant Teacher/Tutor, Cayuga Community College, Fulton, NY – Fall 2002, Spring 2003 Semesters

- Tutored students in Accounting, Economics and Marketing, while I was a student attending these courses
- Assisted professor with teaching Microsoft Office, Excel, Access, PowerPoint and Webpage design

Realtor, Comerford Realty, Oswego, NY December 1994 – December 1996

- Dealt directly with customers, attorneys, and financial institutions in the buying and selling of residential property while maintaining a high level of confidentiality and ethics.
- Use current market sales data to create market analysis and set market price for property new to the market

Oswego City School District (Substitute Temporary Position), September 1991 – June 1993

- Worked as a tax collector of school taxes during tax collection season on a temporary basis
- Ability to accurately accept and record payments involving millions of dollars

Computer

Microsoft Office Professional: Word, Excel, Access, PowerPoint
MUNIS- Enterprise Resource Planning System
PeopleSoft Human Resource Information System

Education

State University of New York at Oswego
Bachelors of Science in Business Administration – May 2005
AACSB Accredited School of Business
Minor: 18 credit hours in Economics/ 22 credit hours in Accounting & Finance
Honors: *Summa Cum Laude*
GPA: 3.80

RESOLUTION NO. 164

RESOLUTION URGING NEW YORK STATE TO COMPLY WITH FEDERAL REGULATIONS AND PAY PRIOR YEARS' ENHANCED FEDERAL MEDICAID ASSISTANCE PROGRAM (EFMAP) RECONCILIATION OWED TO OSWEGO COUNTY

By Legislator John Martino:

WHEREAS, in establishing the Affordable Care Act (ACA), the federal government created the enhanced Federal Medical Assistance Percentage (eFMAP) for certain Medicaid Program expenditures; and

WHEREAS, written into the ACA statute is a requirement that, of the enhanced federal share of Medicaid that went to state governments, a proportionate share shall be paid to counties in states where they pay a portion of Medicaid costs, such as New York State; and

WHEREAS, New York State's Department of Health (DOH) manages these federal reimbursements by adjusting each county's required weekly contribution to the cost of the Medicaid program (weekly shares); and

WHEREAS, DOH estimates the enhanced Federal reimbursement (eFMAP) that each county earns, through benefits paid out on behalf of that county's Medicaid clients, and then reduces each county's weekly shares by 80% of that number; and

WHEREAS, DOH is then required to calculate for each State Fiscal Year the difference between the "80% of projected eFMAP" figure by which each county's weekly shares were reduced and that county's actual eFMAP earned, and reimburse each county for that difference - a process referred to as "the eFMAP reconciliation"; and

WHEREAS, the most recent year for which DOH has released reconciliation results and reimbursed counties the eFMAP payments that they had earned was SFY 2015-16, released on 12/13/2017; and

WHEREAS, in response to a FOIL request, DOH indicated that the correct eFMAP reimbursements owed to Oswego County in fact total \$4,244,766, across the following fiscal years:

SFY 2016-2017 - \$934,505
SFY 2017-2018 - \$656,627
SFY 2018-2019 - \$1,204,013
SFY 2019-2020 - \$1,449,621; and

WHEREAS, the State of New York has collected interest on these federal monies intended for, and improperly withheld from, the taxpayers of Oswego County;

NOW THEREFORE BE IT

RESOLVED, on recommendation of the Finance and Personnel Committee, that the Oswego County Legislature states that it is time for New York State to comply with federal law as established in the 2010 Affordable Care Act, and reimburse the taxpayers of Oswego County the \$4,244,766, plus interest earned, that the NYS Department of Health has stipulated is owed to the taxpayers of Oswego County; and be it further

RESOLVED, that NYS DOH shall timely calculate the eFMAP reconciliation amount for SFY 2020-2021 and reimburse Oswego County that amount as well, and be it further

RESOLVED, that copies of this Resolution shall be sent to U.S. Senate Majority Leader Charles Schumer, U.S. Senator Kirsten Gillibrand, Congresswoman Claudia Tenney, Congressman John Katko, Governor Andrew Cuomo, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Comptroller Thomas DiNapoli, Assembly Minority Leader Will Barclay, Senator Patty Ritchie, Assemblyman Brian Manktelow, and the New York State Association of Counties.

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

RESOLUTION NO. 165

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT-
SHERIFF'S DEPARTMENT**

By Legislator Terry Wilbur:

WHEREAS, the Sheriff's Department is seeking to execute an agreement with Axon Enterprise Inc to support the implementation of body-worn cameras helping support criminal and civil investigations, collect evidence, and document interactions between deputies and the public proving to be an invaluable tool for community policing in today's society: and

WHEREAS, the contract was acquired through "piggy-backing" from Sourcewell contract # 010720-AXN. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to member agencies. Oswego County is a member of Sourcewell.

RESOLVED, that the Oswego County Legislature awards a professional services agreement to Axon for a five year contract, to include all equipment and cloud based storage for body-worn cameras for the sum not to exceed \$420,000.00.

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 166 of 2021

A4035 44890

(\$4,040,498.00)

A4035 545500

\$4,040,498.00



OSWEGO COUNTY SHERIFF'S OFFICE

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

DONALD R. HILTON
SHERIFF



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

39 Churchill Road, Oswego, New York 13126-6613

INFORMATIONAL MEMORANDUM

SUBJECT: Professional Services Agreement

DATE: July 12, 2021

PURPOSE: The Oswego County Sheriff's Office requests permission to execute an agreement with Axon Enterprise Inc.

SUMMARY: This agreement is needed to fill a requirement which is the result of NYS 2021 Police Reform. The implementation of body-worn cameras will be used to support criminal and civil investigations, collect evidence, and document interactions between deputies and the public. The use of body-worn cameras has proven to be an invaluable tool for community policing in today's society. Funds for the body-worn cameras were previously approved with Resolution # 116.

RECOMMENDED

ACTION: To approve the request to execute an agreement with Axon Enterprise Inc.

From
To

COMMITTEE SIGNATURES

COUNTY TREASURER

DATE _____

~~HUMAN RESOURCES DIRECTOR~~

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT/HEAD

DATE _____

RESOLUTION NO. 166

**RESOLUTION ESTABLISHING CAPITAL PROJECT #0421, COUNTY RT. 1A
ENHANCEMENTS AND AUTHORIZING THE RELATED BUDGET
MODIFICATION**

By Legislator Stephen Walpole:

WHEREAS, Oswego County has been home to the Alcan/Novelis facility for more than 50 years and we have witnessed continued growth at that site over that period; and

WHEREAS, the use of aluminum in various products throughout the world has steadily increased and is expected to continue to do so; and

WHEREAS, County routes 1 and 1A carry the bulk of the traffic associated with the Novelis facility in addition to the traffic from other residents and businesses in that area; and,

WHEREAS, this body believes that is desirable for all involved to be afforded safe and easy access along these traffic corridors; then therefore be it and it is hereby

RESOLVED, that Oswego County Legislature authorizes the creation of Capital Project #0421, County Rt. 1A Enhancements; and be it further

RESOLVED, that \$500,000 be allocated for the various needs associated with the engineering, design and construction of the appropriate improvements necessary to meet these goals; and it is further

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute any and all documents that may be necessary to access and disburse these funds, and be it also

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 JULY 15, 2021:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 167 of 2021

H450310 0421

(\$500,000.00)

H529000 0421

\$500,000.00



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: Authorization for the creation of Capital Project #0421, County Rt. 1A Enhancements

PURPOSE: This resolution provides authorization for creation of the aforementioned capital project and modifies the budget accordingly

SUMMARY: County routes 1 and 1A carry most of the traffic from the Novelis facility while also serving the transportation needs of residents and other employers in that area. The use of aluminum and aluminum sheet products around the world has steadily increased and is expected to continue to do so. This project will examine the potential need for traffic management enhancements to County Rt.1A and fund the appropriate engineering, design and construction of those once identified.

FISCAL IMPACT: \$500,000 from the general funds.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee recommends that the Oswego County Legislature authorize these actions.

COUNTY OF OSWEGO

From			To			DOLLAR AMOUNT
ACCOUNT NUMBER			ACCOUNT NUMBER			
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.	DESCRIPTION
H	450310	0421				Interfund Transfers
			H	529000	0421	Capital Project Expense
A9901	599014					Interfund Transfer to Capital Project
						Establish Account for Co. RT. 1A Enhancements
						TOTAL AMOUNT
						-

COMMITTEE SIGNATURES **DATE**

COUNTY TREASURER

DATE _____

HUMAN RESOURCES DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 167

**RESOLUTION TO ACCEPT EPIDEMIOLOGY & LABORATORY CAPACITY
(ELC) REOPENING SCHOOLS FUNDING FROM HEALTH RESEARCH, INC**

By Legislator James Karasek:

WHEREAS, to accept additional funding to support the reopening of schools in Oswego County School Districts; and

WHEREAS, Oswego County Health Department has received \$4,040,498 in grant funding to support COVID-19 response. The primary function of this funding is to provide resources to local school districts to implement screening testing in schools in accordance with CDC guidance for K-12 education; and

WHEREAS, Grant funding will be used to directly support school districts and private schools within the County. The grant contract period for this funding is June 1, 2021, through July 31, 2022. Up to 15% of the award may be used by the LHD for coordination, management, monitoring, data collection and reporting activities to support K-12 screening testing programs. The remaining will be allocated directly to fund school districts or provide materials to increase testing; and

WHEREAS, The Health Department's role would be to assess the schools need for assistance in the testing process and type of assistance needed. In addition, the Oswego County Health Department will work with schools to develop testing plans, facilitate access to resources to support implementation testing plans, provide technical assistance to schools, submit required documentation to NYSDOH, and community notification of community testing resources; and

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

RESOLVED, To accept grant funds of \$4,040,498 to support schools reopening and the corresponding budget modification.

ADOPTED BY CONSENT VOTE ON JULY 15, 2021:

YES: 14 NO: 9 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 168 of 2021

A4035.444890

(\$4,040,498.00)

A4035.545500

\$4,040,498.00

LEGISLATURE

COUNTY

OSWEGO

OSWEGO COUNTY

JIANCHENG HUANG, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545



HEALTH DEPARTMENT

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INFORMATIONAL MEMO

SUBJECT: Epidemiology & Laboratory Capacity (ELC) Reopening Schools Funding from Health Research Inc

PURPOSE: Budget modification to accept additional funding to support the reopening of schools in Oswego County School Districts.

SUMMARY: Oswego County Health Department has received \$4,040,498 in grant funding to support COVID-19 response. The primary function of this funding is to provide resources to local school districts to implement screening testing in schools in accordance with CDC guidance for K-12 education.

Grant funding will be used to directly support school districts and private schools within the County. The grant contract period for this funding is June 1, 2021, through July 31, 2022. Up to 15% of the award may be used by the LHD for coordination, management, monitoring, data collection and reporting activities to support K-12 screening testing programs. The remaining will be allocated directly to fund school districts or provide materials to increase testing.

The Health Department's role would be to assess the schools need for assistance in the testing process and type of assistance needed. In addition, the Oswego County Health Department will work with schools to develop testing plans, facilitate access to resources to support implementation testing plans, provide technical assistance to schools, submit required documentation to NYSDOH, and community notification of community testing resources.

Allowable cost to support schools include but are not limited to: contracts for testing with labs or pharmacies, screening test kits, courier services for lab samples, personal protection equipment, and personnel support to implement onsite testing.

RECOMMENDED

ACTION: To accept grant funds of \$4,040,498 to support schools reopening and the corresponding budget modification.

COUNTY OF OSWEGO

COMMITTEE SIGNATURES **DATE**

HUMAN RESOURCES DIRECTOR	DATE
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DEPARTMENT/HEAD	DATE
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