

Government Operations
Thursday, September 29, 2022 @ 10:30 AM
Chambers/ Zoom

AGENDA

10:30 AM Call Meeting to Order

Approval of Minutes

- August 25, 2022 - Minutes

Resolutions:

1. Adopting Local Law No. 6 for the Year 2022
2. Authorizing Attendance at an Out-of-State Committee Meeting (Highway)
3. Authorizing the Chairman to Enter into an Agreement with Madison County Council on Alcoholism and Substance Abuse (dba, BRIDGES) for EAP Services
4. Authorizing the Chairman to Modify an Agreement with SEDARA
5. Authorizing the Chairman to Renew an Enterprise Agreement with Sedara
6. Authorizing the Chairman to Enter into an Agreement with Gila LLC d/b/a Municipal Services Bureau
7. Authorizing the Chairman to Execute the Humana Group Medicare Advantage Plan Renewal for Plan Year 2023
8. Authorizing the Modification of the 2022 Adopted County Budget (ARPA)
9. Authorizing the Modification of the 2022 Adopted County Budget (ARPA)
10. Authorizing the Modification of the 2022 Adopted County Budget (ARPA)
11. Authorizing the Modification of the Adopted 2022 County Budget (Solid Waste - Reallocation of ARPA Funds)
12. Amending the Employee Recognition Policy
13. Amending the Unpaid Job Shadowing and Internship Policy and Procedures
14. Amending the Wage Rates and Fringe Benefits for Non-Represented Employees in White Collar Unit Job Titles Policy and Procedures
15. Revising the Madison County Management Compensation Plan
16. Establishing a Finance Department
17. Establishing the 2022 Salary for the Assistant District Attorney-DWI
18. Resolution Approving Settlement Agreement

Other Committee Business

1. 2023 Departmental Position Requests
2. MOTION TO ENTER EXECUTIVE SESSION
3. Litigation
4. Labor Relations
5. Negotiations
6. Personnel Matters
7. Salary Matter

Preferred Agenda**Next Meeting:**

1. October 27, 2022 - Immediately Following Finance, Ways and Means Committee

Adjourn

MADISON COUNTY DEPARTMENT OF PERSONNEL/CIVIL SERVICE

COUNTY OFFICE BUILDING
P.O. BOX 636

WAMPSVILLE, NY 13163
(315) 366-2341 (Phone)
(315) 366-2725 (Fax)



Eileen M. Zehr

Personnel Officer
eileen.zehr@madisoncounty.ny.gov

Ryan D. Aylward

Director of Labor Relations
ryan.aylward@madisoncounty.ny.gov

Government Operations Thursday, August 25, 2022 @ 10:30 AM Chambers

MINUTES

**10:30 Call Meeting to Order
AM**

DRAFT

M. Cavanagh called the meeting to order at 10:28 a.m.

Committee Members present: M. Roberts, R. Vosburg and P. Walrod

Absent: C. Moses

Others present: R. Aylward, E. Burns, C. Coe, D. Curtis, M. During, C. Edick, S. Field, W. Gabor, K. Guinto, C. Kennedy, P. LeClair, P. Lutwak, L. Randall, T. Wayland-Smith and E. Zehr

Approval of Minutes

- Minutes - July 28, 2022

Motion by Pete Walrod to approve the minutes from July 28, 2022.
Second by Matt Roberts. The motion was Passed.

Resolutions:

1. Resolution of Appreciation - Retiree Recognition

Motion by Matt Roberts to approve the resolution. Second by Pete Walrod. The motion was Passed.

2. Abolishing a Veterans Service Counselor Position and Creating a Veterans Service Counselor II Position in the Veterans Service Agency

Motion by Pete Walrod to approve the resolution. Second by Rex Vosburg. The motion was Passed.

3. Authorizing a Stipend for the Emergency Medical Services Coordinator

Motion by Pete Walrod to approve the resolution. Second by Rex Vosburg. The motion was Passed.

4. Authorizing the Modification of the 2022 Adopted County Budget (1420 - County Attorney)

Motion by Pete Walrod to approve the resolution. Second by Rex Vosburg. The motion was Passed.

5. Authorizing the County to Order Lease Vehicles for the 2023 Budget

Motion by Rex Vosburg to approve the resolution. Second by Pete Walrod. The motion was Passed.

6. Authorizing the Chairman to Enter into an Enterprise Agreement with Day Automation

7. Authorizing the Chairman to Enter into an Agreement with the New York State Office of Information Technology Services and the New York State Division of Homeland Security and Emergency Services

Motion by Rex Vosburg to approve the resolution. Second by Matt Roberts. The motion was Passed.

8. Authorizing the Modification of the 2022 Adopted County Budget (American Rescue Plan Act of 2021)

Motion by Matt Roberts to approve the resolution. Second by Pete Walrod. The motion was Passed.

9. Authorizing the Modification of the 2022 Adopted County Budget (American Rescue Plan Act of 2021)

Motion by Pete Walrod to approve the resolution. Second by Rex Vosburg. The motion was Passed.

10. Establishing the 2022 Salary for the Second Assistant District Attorney

Motion by Matt Roberts to approve the resolution. Second by Rex Vosburg. The motion was Passed.

11. Acknowledging Introduction of Proposed Local Law No. 6 for the Year 2022 and Calling for a Public Hearing

Motion by Matt Roberts to approve the resolution. Second by Pete Walrod. The motion was Passed.

12. Authorizing the Appointment of a Deputy Clerk to the Board of

Supervisor

Motion by Matt Roberts to approve the resolution. Second by Cliff Moses. The motion was Passed.

Other Committee Business

1. Policy Review

R. Aylward updated the committee on the necessary change to the county's Sexual Harassment Prevention Policy.

2. Healthcare Worker Bonus

R. Aylward informed the committee of the recent NYS Healthcare Worker Bonus program. Aylward noted the bonuses will be used as a recruitment and retention incentive. Details are still being secured and limited employees in the Mental Health and Public Health Departments will be eligible based on the current guidelines.

3. 2023 Budget Presentations:

4. Clerk to the Board

E. Burns presented the budget

5. County Administrator

M. Scimone presented the budget for County Administrator and Compliance

S. Field presented the budget for the Public Information

6. County Attorney

T. Wayland-Smith presented the budget

7. Information Technology

P. Lutwak presented the budget

8. Personnel

E. Zehr presented the budget

9. MOTION TO ENTER EXECUTIVE SESSION

Motion by Matt Roberts to Enter into Executive Session. Second by Pete Walrod. The motion was Passed.

Motion by Pete Walrod to Exit Executive Session. Second by Rex Vosburg. The motion was Passed.

10. Salary Matter

11. Labor Relations

12. Negotiations

Preferred Agenda

It was the consensus of the committee to allow any eligible resolutions from today's meeting to be added to the preferred agenda. All resolutions were voted on and approved by the committee.

Next Meeting:

1. September 29, 2022, Immediately following Finance, Ways and Means

Adjourn

Motion by Matt Roberts to adjourn the meeting. Second by Rex Vosburg. The motion was Passed.

RESOLUTION NO. _____

ADOPTING LOCAL LAW NO. 6 FOR THE YEAR 2022

WHEREAS, there has been duly introduced Local Law No. 6 for the year 2022 entitled “A Local Law Fixing the Salaries of Certain County Officials for the Remainder of the Year 2022”; and

WHEREAS, a public hearing on said local law was duly held by the Board of Supervisors of the County of Madison on October 11, 2022;

NOW, THEREFORE BE IT RESOLVED, that Local Law No. 6 for the year 2022 be and the same is hereby adopted.

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE COMMITTEE MEETING
(HIGHWAY)**

WHEREAS, APWA will be holding a Snow Conference Review Committee meeting on November 8, 2022 in Kansas City, MO; and

WHEREAS, Joseph Wisinski, County Highway Superintendent, has been asked by the APWA Association President to serve on this committee; and

WHEREAS, the expenses for airfare, shuttle, lodging and some meals are being funded by APWA with any additional transportation and meal costs being funded through appropriations in the 2022 Highway Department budget; and

WHEREAS, this request has been reviewed and approved by the Highway Buildings and Grounds and the Government Operations Committee;

NOW, THEREFORE BE IT RESOLVED, that Joseph Wisinski, County Highway Superintendent be and hereby is authorized to attend the said committee meeting at a cost not to exceed \$400.00.

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
MADISON COUNTY COUNCIL ON ALCOHOLISM AND SUBSTANCE Abuse (dba, BRiDGES)
FOR EAP SERVICES**

WHEREAS, Madison County desires to contract with Madison County Council on Alcoholism and Substance Abuse (dba, BRiDGES) to provide Employee Assistance Program (EAP) services to county employees; and

WHEREAS, Madison County has a mission is to promote for all Madison County employees a healthy and productive workplace by offering multiple and varied opportunities to improve their physical, emotional, and mental wellbeing in order for them to be the best that they can be both in and out of the workplace; and

WHEREAS, BRiDGES provides confidential problem assessment and referral services to County employees who are experiencing personal/family problems; such as drug/alcohol abuse, family-related issues, health insurance, work issues, and health/wellness; and

WHEREAS, BRiDGES is willing to provide EAP services including orientation, training, literature, consultation, assessment and referral services for Madison County employees at a cost not to exceed \$4,567 for the period November 1, 2022 through October 31, 2023, and subject to review on an annual basis; and

WHEREAS, this agreement has been reviewed and approved by the Government Operations Committee;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to execute an agreement on behalf of the County of Madison with Madison County Council on Alcoholism and Substance Abuse (dba, BRiDGES) for Employee Assistance Program services in the form as is on file with the Clerk of the Board.

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-_____

AUTHORIZING THE CHAIRMAN TO MODIFY AN AGREEMENT WITH SEDARA

WHEREAS, Madison County currently has an agreement with SEDARA to perform required annual internal and external penetration tests; and

WHEREAS, Resolution No. 22-289 was approved on July 12, 2022, to enter into such agreement for the term of July 31, 2022 through December 31, 2022; and

WHEREAS, it has been determined that the services to be provided involve Protected Health Information (PHI) which requires compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule; and

WHEREAS, the County desires to amend the original agreement with SEDARA to include a Business Associate Agreement to evidence these assurances; and

WHEREAS, the Government Operations Committee recommends approval of the modified agreement;

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to sign the Business Associate Agreement with SEDARA, in the form as is on file with the Clerk of the Board.

Dated: October 11, 2022

Mary B Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO RENEW AN
ENTERPRISE AGREEMENT WITH SEDARA**

WHEREAS, Madison County Information Technology needs to renew our Security Information and Event Management (SIEM) solution system; and

WHEREAS, the Information Technology department recommends that we renew our contract with SEDARA; and

WHEREAS, the cost for this renewal is \$27,524.26 and funds for this are available in the 2022 budget; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman be and hereby is authorized to execute the contracts with SEDARA on behalf of the County, in the form as is on file with the Clerk of the Board.

Dated: October 11, 2022

Mary B Cavanagh, Chairwoman
Government Operations Committee

AGREEMENT

THIS AGREEMENT, by and between **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____, with principal offices at _____ hereinafter called the "Contractor";

WITNESSETH

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the contractor _____.
_____.
Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).
- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of Madison County.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but

not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 9) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 10) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 11) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 12) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 14) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan and Code of Ethics can be reviewed at [Corporate Compliance Plan](#). Additionally, the Health Services Code of Conduct can be reviewed at [Madison County Health Services Code of Conduct Policy](#). Copies can be obtained by contacting Christina Kennedy, Corporate Compliance Officer at 315-366-2832. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

Requirements for Class A Contractors (Class A Contractors are defined as contractors that provide direct health and medical services):

- (a) **Training.** In addition to reviewing the County's Corporate Compliance Plan and Code of Conduct, Class A Contractors are required to receive training related to the County's overall compliance program before or within 30 days of the contract's approval by the Madison County Board of Supervisors. To access the County's Training Video and Acknowledgement Form, please visit the following links: [Corporate Compliance Training Video](#) and [Corporate Compliance Training Acknowledgement Form](#).

Upon completion of the training, the Class A Contractor will print, complete, and sign the acknowledgement form and mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Furthermore, the County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

- (b) **Conflict of Interest.** Class A Contractors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and must disclose any potential conflicts of interest prior to contracting with the County. Furthermore, Class A Contractors will notify the Compliance Officer when a potential conflict arises. Class A Contractors are required to complete the Madison County Conflict of Interest Disclosure Statement form available at [Conflict of Interest](#) return by mail to:

Christina Kennedy
Madison County Corporate Compliance Officer
P.O. Box 635
Wampsville, NY 13163

or by email to christina.kennedy@madisoncounty.ny.gov

Exclusion Screening Statement:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 15) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.
- 17) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - 1) **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**
 - c) Madison County and all other parties required of the County for this project, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".**
 - d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

- e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 4) Workers Compensation and Employers Liability
- a) Statutory limits apply.
- 5) Disability Benefits-New York State Statutory Requirements.
- 6) _____ (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project
- 7) _____ (**Optional** – check if to be required)
Professional Liability - with a limit of \$1,000,000 per claim and \$3,000,000 aggregate.
- 8) _____ (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk “All Risk” or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) _____ (**Optional** – check if to be required)

Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) _____ (**Optional** – check if to be required)

Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to Madison County, located at PO Box 635, Wampsville, NY 13163. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: 9/15/2022

By: *Andrew S. Aul*
Andrew S. Aul
CEO

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

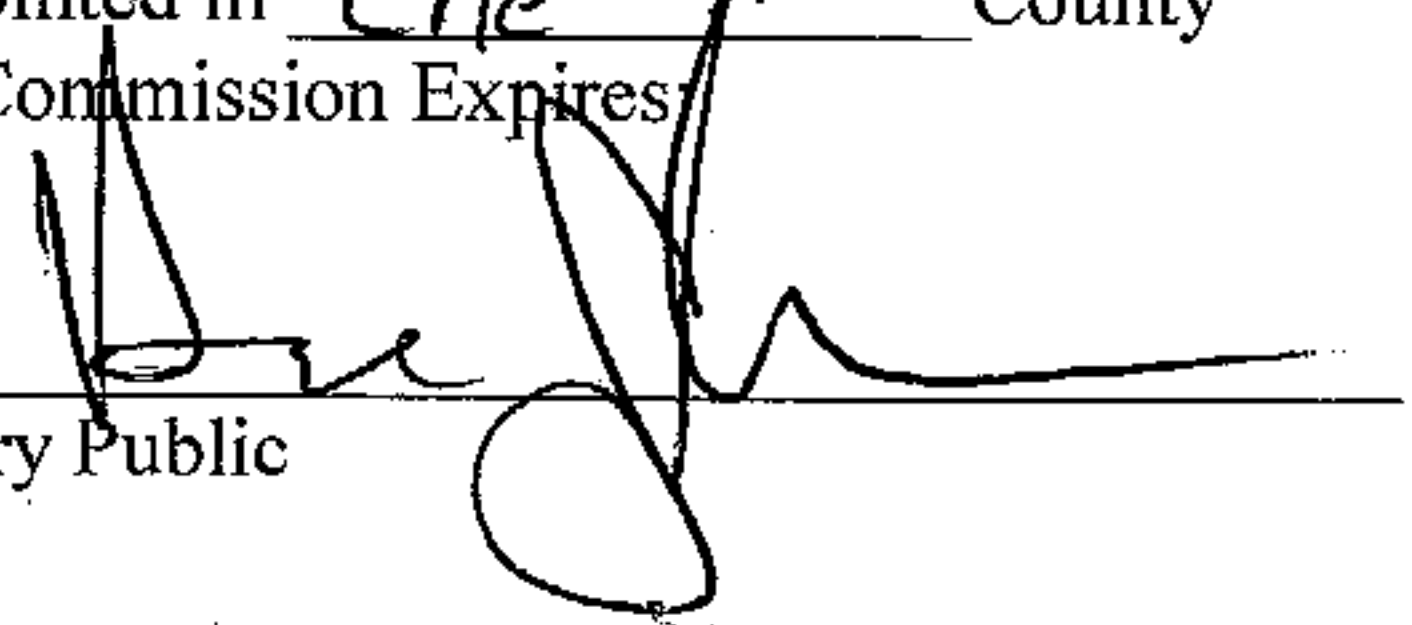
Notary Public

12/16/21

STATE OF NY)
 COUNTY OF Erie)

On the 15 day of September, 2022, before me, the undersigned, personally appeared Andrew Aul personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of NY
 Appointed in Erie County
 My Commission Expires


 Notary Public

HARMONY GRIFFIN	
NOTARY PUBLIC, STATE OF NEW YORK	
Registration No. 01GR6335216	
Qualified in ERIE COUNTY	
Commission Expires	02-01-2024

12/16/21

**SCHEDULE A
SCOPE OF SERVICES**

[Attach detailed terms and conditions specific to the engagement]

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract.

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

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Signed

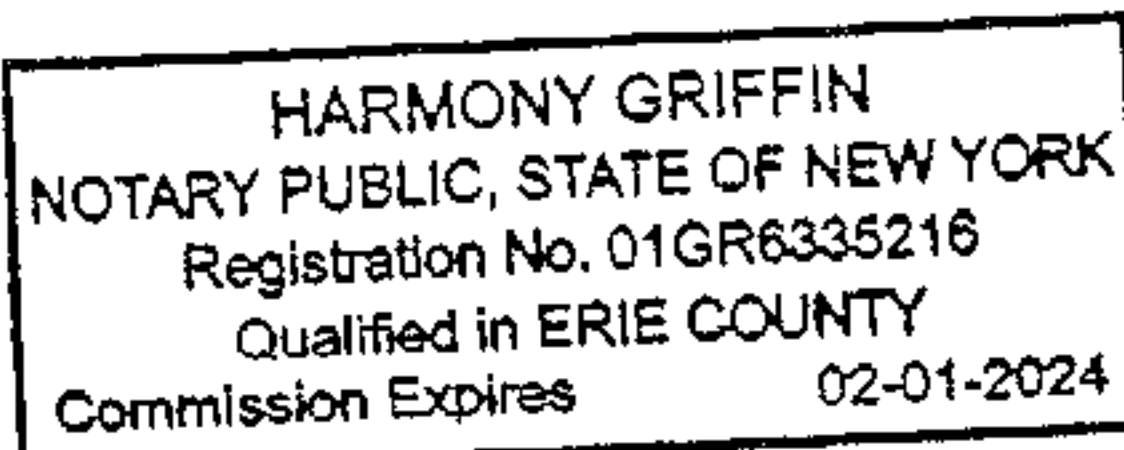
Title

Company Name

Sworn to before me this

15 day of September 2022

Notary Public



12/16/21

RESOLUTION NO. 22-_____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH GILA LLC
D/B/A/ MUNICIPAL SERVICES BUREAU**

WHEREAS, numerous departments throughout Madison County offer customers the ability to make payments to the County by use of credit cards, debit cards and electronic checks; and

WHEREAS, the County seeks to minimize its liability exposure regarding allowing the use of credit cards, debit cards and electronic check payments to be made online or at physical locations on County property; and

WHEREAS, the County in the past has contracted Gila LLC dba Municipal Services Bureau ("MSB") to serve as their vendor to provide an online payment acceptance solution, including credit/debit card and E- Check ("Services"); and

WHEREAS, the Director of Information Technology recommends continuing with MSB for provision of these Services; and

WHEREAS, there will be no increase in the fees to be paid to MSB; and

WHEREAS, the term of this agreement shall be for two (2) years from October 11, 2022 through October 10, 2024; and

WHEREAS, this Agreement has been reviewed and approved by the Government Operations Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with Gila LLC dba Municipal Services Bureau, in the form as is on file with the Clerk of the Board.

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO EXECUTE
THE HUMANA GROUP MEDICARE ADVANTAGE PLAN RENEWAL
FOR PLAN YEAR 2023**

WHEREAS, the County offers a healthcare plan for its Medicare-eligible retirees and dependents; and

WHEREAS, beginning with plan year 2015, the County has elected to provide its Medicare-eligible population with the Humana Medicare Advantage with Prescription Drug Program; and

WHEREAS, Humana has provided the County with a proposal for the Humana Medicare Advantage with Prescription Drug Program for plan year 2023 with annualized premium rates as follows: Single - \$4,018.80 and 2-Person - \$8,037.60; and

WHEREAS, these premium rates reflect an increase of 2.6% as compared with the 2022 base rates; and

WHEREAS, upon review of these rates with OneGroup, the County's health benefits consultants, it has been determined that the proposed increase for 2023 is appropriate; and

WHEREAS, the proposal made by Humana has been reviewed and approved by the Health Plan Administrator and the Government Operations Committee.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board be, and hereby is, authorized to execute the Humana Group Medicare Advantage Plan Renewal, as is on file with the Clerk to Board of Supervisors.

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET
(American Rescue Plan Act of 2021)**

BE IT RESOLVED that the 2022 Adopted County Budget be modified as follows:

General Fund

9999 Non Departmental Revenue

Revenue

	<u>From</u>	<u>To</u>
A999995 440895 Fed Aid Coronavirus Fiscal Recovery Funds	\$ <u>9,194,271</u>	\$ <u>9,356,771</u>

Control Total

\$162,500

3152 Sheriff's Correctional Facility (ARPA)

Expense

A315230 521040 Scanner	\$ <u>-0-</u>	\$ <u>162,500</u>
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Control Total

\$162,500

Dated: October 11, 2022

Mary Cavanagh, Chairwoman
Government Operations Committee

Matthew Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. _____

**AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET
(American Rescue Plan Act of 2021)**

BE IT RESOLVED that the 2022 Adopted County Budget be modified as follows:

General Fund

9999 Non Departmental Revenue

Revenue

	<u>From</u>	<u>To</u>
A999995 440895 Fed Aid Coronavirus Fiscal Recovery Funds	\$ <u>9,356,771</u>	\$ <u>9,406,771</u>

Control Total

\$50,000

1631 County Buildings (ARPA)

Expense

	<u>From</u>	<u>To</u>
A163110 540224 HHS Building Exterior Cleaning	\$-0-	\$150,000
A163110 540351 Roof Repair & Coating Expense	500,000	155,000
A163110 540448 Heat Pumps	40,000	-0-
A163110 540621 PSB Isolation Room	-0-	225,000

9903 Transfer To Other Funds (ARPA)

A990399 594101 Transfer to Road Machinery Fund	\$ <u>925,438</u>	\$ <u>985,438</u>
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Totals

\$1,465,438

\$1,515,438

Control Total

\$50,000

Road Machinery Fund

5134 Road Machinery Projects (ARPA)

Revenue

	<u>From</u>	<u>To</u>
DM513450 450326 Transfer from General Fund	\$ <u>750,438</u>	\$ <u>810,438</u>

Control Total

\$60,000

Expense

DM513450 529061 Roof Expense	\$ <u>500,000</u>	\$ <u>560,000</u>
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Control Total

\$60,000

Dated: October 11, 2022

Mary Cavanagh, Chairwoman
Government Operations Committee

Matthew Roberts, Chairman
Finance, Ways & Means Committee

SUPPORTING DOCUMENT FOR PRIOR RESOLUTION

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2022 Adopted County Budget be modified as follows:

General Fund

1620 County Buildings

Expense

	<u>From</u>	<u>To</u>
A162010 540342 PSB Building Expense	\$140,195	\$48,195
A162010 540488 Heat Pumps	-0-	43,000
A162010 544038 E-911 Gas & Electric	35,000	77,000

1621 County Buildings-HHS

A162110 540224 HHS Building Exterior Cleaning	\$43,000	\$-0-
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1990 Contingent Fund

A199010 544440 Contingent Fund	<u>\$254,889</u>	<u>\$304,889</u>
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Control Totals	<u>\$473,084</u>	<u>\$473,084</u>
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Dated: October 11, 2022

William Zupan, Chairman
Highway, Buildings & Grounds Committee

Matthew Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET (ARPA)

General Fund

1631 County Buildings (ARPA)

Expense

	<u>From</u>	<u>To</u>
A163110 548700 Health & Human Services Parking Lot	\$ <u>178,627</u>	\$ <u>186,099</u>
Control Total		\$ <u>7,472</u>

9903 Transfer To/From Other Funds (ARPA)

Revenue

A990399 450334 Transfer from Road Machinery Fund Mid-Year	\$ <u>-0-</u>	\$ <u>7,472</u>
Control Total		\$ <u>7,472</u>

Road Machinery Fund

5134 Road Machinery Projects (ARPA)

Expense

DM513450 548700 Parking Lot Expense	\$250,438	\$242,966
DM513450 594215 Transfer to General Fund Mid-Year	<u>-0-</u>	<u>7,472</u>
Control Totals	\$ <u>250,438</u>	\$ <u>250,438</u>

Dated: October 11, 2022

Mary Cavanagh, Chairwoman
Government Operations Committee

Matthew Roberts, Chairman
Finance, Ways & Means Committee

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2022 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2022 Adopted County Budget be modified as follows:

Enterprise Landfill Fund

8172 Environmental Control (ARPA)

	<u>From</u>	<u>To</u>
<u>Expense</u>		
EE817280 529145 Trash Compactor	\$492,471	\$0
EE817280 540485 Transfer Station Compactors	98,450	2,600
EE817280 529068 Roll-off Truck	198,800	184,782
EE817280 529069 Truck Scale Deck	39,678	38,128
EE817280 529605 Excavator	211,887	211,330
EE817280 542318 Study	75,000	105,872
EE817280 529104 Water Truck	0	204,001
EE817280 529102 Tractor and Attachment	0	79,875
EE817280 529050 Off-Road Dump Truck	<u>0</u>	<u>289,698</u>
Control Totals	<u>\$1,116,286</u>	<u>\$1,116,286</u>

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

Matthew A. Roberts, Chairman
Finance, Ways and Means Committee

RESOLUTION NO. _____

AMENDING THE EMPLOYEE RECOGNITION POLICY

WHEREAS, the Employee Recognition Policy outlines the process for recognizing employees reaching milestones with their time at the county; and

WHEREAS, the policy was last amended in 1996; and

WHEREAS, it is necessary to amend the policy to capture current processes for the Employee Recognition Program; and

WHEREAS, the Government Operations Committee has reviewed the amendments and recommends same for adoption by the Board of Supervisors,

NOW, THEREFORE BE IT RESOLVED that the Madison County Employee Recognition Policy be and hereby is amended.

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. 22-____

AMENDING THE UNPAID JOB SHADOWING AND INTERNSHIP POLICY AND PROCEDURES

WHEREAS, on March 8, 2011 the Madison County Board of Supervisors adopted a County policy for Unpaid Job Shadowing and Internships by Resolution No. 58-11; and

WHEREAS, the purpose of this policy is to facilitate the offering of unpaid voluntary or credit-based job shadowing and internship opportunities for high school and college students at Madison County; and

WHEREAS, the Youth Bureau Director and Compliance Officer have reviewed and revised the policy and appendices to reflect current processes and to include the addition of a waiver and non-disclosure/confidentiality agreement to protect against re-disclosure or a breach of the County's confidential information; and

WHEREAS, the Government Operations Committee has reviewed and approves the amendments to the policy and procedures;

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors hereby approves the amending of the Unpaid Job Shadowing and Internship policies and procedures, making the changes effective immediately.

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**AMENDING THE WAGE RATES AND FRINGE BENEFITS FOR
NON-REPRESENTED EMPLOYEES IN WHITE COLLAR UNIT JOB TITLES POLICY
AND PROCEDURES**

WHEREAS, in order to retain adequate staffing, it is recommended that part time employees covered by this policy be paid time and one-half for hours worked on a holiday; and

WHEREAS, Section 205 of the County Law authorizes the Board of Supervisors to fix the compensation of County employees; and

WHEREAS, the Government Operations Committee approves the amendment to the policy and recommends adoption by the Board of Supervisors;

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors hereby adopts the Wage Rates and Fringe Benefits for Non-Represented Employees in White Collar Unit Job Titles as amended.

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**REVISING THE MADISON COUNTY
MANAGEMENT COMPENSATION PLAN**

WHEREAS, the Management Compensation Plan establishes terms and conditions of employment for all department heads, management/confidential personnel and elected officials; and

WHEREAS, the holiday schedule for Management Confidential employees and employees in the White Collar Bargaining Unit are shared; and

WHEREAS, the Management Compensation Plan requires revisions in order to capture changes made to the White Collar Agreement holiday schedule when last ratified; and

WHEREAS, the Government Operations Committee reviewed the proposed revisions and recommend the changes to the Board of Supervisors for adoption effective immediately,

NOW, THEREFORE, BE IT RESOLVED that the Madison County Management Compensation Plan be amended as is on file with the Clerk to the Board.

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

ESTABLISHING A FINANCE DEPARTMENT

WHEREAS, by Resolution No. 15 of 2017, a Director of Finance position was created with responsibility for accounting and financial reporting functions being assigned to the Office of the County Administrator; and

WHEREAS, the County Administrator and the Board of Supervisors recommend establishing a standalone Finance Department with the Director of Finance being designated as the Department Head; and

WHEREAS, the Finance Department will report to the Finance, Ways and Means legislative committee; and

WHEREAS, this request has been reviewed and approved by the Finance, Ways and Means Committee and the Government Operations Committee,

NOW, THEREFORE BE IT RESOLVED that the Finance Department be and hereby is created effective immediately,

BE IT FURTHER RESOLVED that the title of Director of Finance be and hereby is designated as a department head title effective immediately.

Dated: October 11, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

**ESTABLISHING THE 2022 SALARY FOR THE
ASSISTANT DISTRICT ATTORNEY-DWI**

WHEREAS, the District Attorney is requesting that a salary of \$90,260, Grade G, Step 8 in the Management Compensation Salary Plan be established effective immediately; and

WHEREAS, this request has been reviewed and approved by the Government Operations Committee;

NOW, THEREFORE BE IT RESOLVED that the 2022 salary of \$90,260 be and hereby is established effective immediately.

Dated: October 11, 2022

Mary B. Cavanaugh, Chairwoman
Government Operations Committee

RESOLUTION NO. _____

RESOLUTION APPROVING SETTLEMENT AGREEMENT

WHEREAS, an employment dispute has arisen between the County of Madison, the Civil Service Employees Association White Collar Unit, and an employee within the Department of Social Services; and

WHEREAS, the parties have chosen to enter into a settlement agreement in the interest of avoiding the expense, inconvenience, and uncertainty of further legal proceedings in connection with said dispute;

NOW, THEREFORE BE IT RESOLVED, that this Board of Supervisors has reviewed and hereby approves the aforesaid settlement agreement; and

BE IT FURTHER RESOLVED, that the Chairman of this Board of Supervisors be and hereby is authorized to execute said agreement on behalf of the County.

Dated: October 11, 2022

Mary B. Cavanagh, Chairman
Government Operations Committee

	A	C	D	E	F	I
1	Requests for New Positions/Reclassifications 2023 Budgets					
2						
3	Department	Department's Request	Incumbent	Current Position	new classification of dept request	<u>Salary Information</u>
4	<u>New Position Requests</u>					
5						
6	District Attorney	new position requested			<i>"Victim Advocate" type of position</i>	not to exceed \$35,000
7					<i>(have not received any documents)</i>	
8	Highway	new position requested			Laborer (2)	BC - HR - \$19.53
9						
10	Information Technology	new position requested			Jr Systems Administrator	WC - Grade R- 2022 HR \$34.80
11						
12	Mental Health	new position requested			Sr Staff Social Worker <i>(for schools)</i>	WC - Grade R- 2022 HR \$34.80
13						
14	Public Health	new position requested			PH Emergency Coordinator	MC Plan - Grade E
15						
16	Social Services	new position requested			Director of Financial Assistance	MC Plan - Grade E
17						
18	<u>Reclassifications/ Upgrades</u>					
19						
20	Social Services	upgrade requested	K. Holbert	Office Assistant II - Grade E	Office Assistant III	WC - Grade F -2022 rate - step 12 - \$22.45
21						
22	Information Technology	upgrade requested	B. Guston	Computer Services Technician II - Grade R	Systems Administrator	WC - Grade S - 2022 rate - step 12 - \$41.14
23			L. Rossello	Computer Support Specialist - Grade O	Jr Systems Administrator	WC - Grade R - 2022 HR - \$34.80
24						
25	Mental Health	uptrade requested <i>(tentative)</i>	vacant	Office Assistant II - Grade E	<i>Billing Specialist</i>	<i>to be determined</i>
26					<i>(in process of developing)</i>	
27	<u>Position Downgrades</u>					
28						
29	County Clerk	downgrade	vacant	Motor Vehicle Representative	Office Assistant I	WC - Grade D to Grade B
30						
31	Social Services	downgrade	B. Hembach - <i>former incumbent</i>	Director of Admin Services	Assistant Director of Admin Services	MC Plan - from Grade F to Grade E
32						
33	Planning	downgrade	J. Petryczyn <i>former incumbent</i>	Associate Planner	Planner	WC - Grade O to Grade L
34						
35	Public Health	downgrade <i>(if PH Emergency Coord position created)</i>	J. McGowan-	Public Health Educator II	Public Health Educator	WC - from Grade N to Grade L
36						
37						