

**TOWN OF CICERO PUBLIC HEARING NOTICE**

**PLEASE TAKE NOTICE** that there will be introduced before the Town Board of the Town of Cicero, County of Onondaga and State of New York, an application **to amend and add 5220 Orangeport Road, Brewerton, NY (Tax I.D. #117.-01-03.0) into the Bear Springs Water District.**

**PLEASE TAKE FURTHER NOTICE** that the public hearing will be held on the aforesaid application at the Town Hall, located at 8236 Brewerton Road, Cicero, New York 13039, on the **11th** day of **December, 2013**, commencing at approximately **6:30 P.M.**, local time, at which time all interested persons will be given an opportunity to be heard.

**DATED:** November 26<sup>th</sup>, 2013

**TOWN BOARD OF THE TOWN OF CICERO,  
COUNTY OF ONONDAGA, NEW YORK  
BY: TOWN CLERK**

# Memo

**To:** Supervisor, Town Board  
**From:** Tracy  
**Date:** November 7, 2013  
**Subject:** CNY SPCA Animal Cruelty Services Agreement  
**Re:** TBM: December 11, 2013

I would like approval to extend the Animal Cruelty Contract for 2014 with Central New York Society for the Prevention of Cruelty to Animals (CNY SPCA). The service provides Cruelty Investigations for the Town of Cicero. The agreement shall commence on January 1, 2014 to December 31, 2014.

**AUTHORIZATION FOR SUPERVISOR TO EXECUTE THE CNYSPCA ANIMAL CRUELTY  
INVESTIGATIONS AGREEMENT FOR 2014**

**Resolution:**

Councilor Jennings moved the adoption of a resolution to authorize the Supervisor to Execute the Central New York Society for the Prevention of Cruelty to Animals (CNYSPCA) effective January 1, 2014 to December 31, 2014 in the amount of \$2,846.00 (2014 Budgeted Item).

Motion was seconded by Councilor \_\_\_\_\_.

Ayes - \_\_\_\_ and Noes - \_\_\_\_ Motion carried.

Please contact me before the Town Board Meeting (12/11/2013), if you have any questions.

Thank you

Tracy Cosilmon

[clerk@ciceronewyork.net](mailto:clerk@ciceronewyork.net)

315-699-8109

TB + Jolee 11/7/13



CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

5878 EAST MOLLOY ROAD, SYRACUSE, NY 13211

Administration Offices (315) 454-4479

Cruelty Investigation (315) 454-3469

Development (315) 454-8787

Education (315) 454-0409

Fax (315) 454-4908

[www.cnyspca.org](http://www.cnyspca.org)

October 11, 2013

Town Supervisor  
Town of Cicero  
PO BOX 1517  
Cicero, New York 13039

Re: Animal Cruelty Contract 2014

Dear Supervisor:

Enclosed, you will find the Animal Cruelty Services contract for 2014. Please review and return to my attention by January 31, 2014. The CNY SPCA will continue to provide Cruelty Investigations for the Town of Cicero until January 31, 2014.

If we do not receive a signed agreement by said date your municipality will have decided not to provide Animal Cruelty Services by the CNY SPCA. We look forward to continuing our service with you.

If you have any questions or concerns please contact me at 315-454-3771. Thank you for your time and cooperation.

Sincerely,

Paul C Morgan  
Executive Director

TOWN OF CICERO

OCT 17 2013

TOWN CLERK

**THIS AGREEMENT, made this, 1<sup>st</sup> day of January 2014 by and between the TOWN OF CICERO a municipal corporation in the State of New York, hereinafter called the “MUNICIPALTY” and the CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS”, a charitable corporation organized and existing under the laws of the State of New York, having it’s office and principal place of business at 5878 East Molloy Road, in the town of Dewitt, County of Onondaga, and State of New York, hereinafter called “CNYSPCA”**

**WITNESSETH**

**The CNYSPCA in consideration of the payment to it by the Municipality of certain sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:**

- 1. That the CNYSPCA will promptly respond to, investigate violations and enforce the provisions of Article 26 of the Agriculture and Markets Law of the State of New York reported to it by the Municipality occurring within the boundaries of the Municipality. Such services will include (if necessary) seizure of, removal and shelter of any animal found to be the subject a violation of the above mentioned law.**
- 2. The Municipality shall pay to the CNYSPCA the sum of \$2,846.00 for such services for the calendar year 2014. Payment shall be made annually by February 15, 2014.**
- 3. This shall be considered as additional and separate services provided in addition to any other Agreement for services between the parties.**
- 4. This agreement shall commence on January 1, 2014 and shall continue to and including December 31, 2014.**

**IN WITNESS WHEREOF, the parties have caused their seals to be affixed hereunto and this Agreement to be signed by their duly authorized officers the day and year first written below.**

**DATED:** \_\_\_\_\_

**TOWN OF CICERO**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**CENTRAL NEW YORK SOCIETY FOR  
THE PREVENTION OF CRUELTY TO  
ANIMALS**

**By:** \_\_\_\_\_

**Paul Morgan, Executive Director**

**AGENDA      December 5, 2013**

**AGENDA: December 5, 2013**

TO:            Town Board

FROM:        Jody L. Rogers

DATE:        December 5, 2013

RE:            Town Board Agenda

1. Dispose of equipment – surplus – junk  
    Dell monitor and HP printer
  
2. Authorize the Supervisor to sign the contract between the Cicero Youth Bureau and the Department of Social Services Community Optimum Program Funding for 2013 in the amount of \$24,949.



## County of Onondaga

### Section 1:

Contract Number CIC130001  
Service Type Youth Development  
Service Name Youth Center

### AGREEMENT

This AGREEMENT is made by and between the Onondaga County Department of Social Services , 421 Montgomery Street, Syracuse, New York, 13202, hereinafter called the "Department" and Town of Cicero, P.O. Box 1517, Cicero, NY 13039-1517 hereinafter called the "Contractor", "Agency", and/or "Provider".

### WITNESSETH

Whereas, the Department is authorized to enter into the agreement; and

Whereas, the Contractor has the authority and ability to provide the goods and services as set forth in the agreement; and

Whereas, the parties have determined that the terms and conditions of the agreement are fair and equitable;

Now, therefore the parties hereto do mutually agree as follows:

### DURATION OF AGREEMENT

The Agreement shall commence on Monday, October 01, 2012 and shall terminate on Monday, September 30, 2013.

### Section 2: Scope of Services

The Contractor agrees to provide the following services:

#### a. Definition

The Cicero CanTeen is a drop-in center, which provides space for young people to congregate and, under adult supervision, to partake in activities that facilitate their social and emotional development.

## b. Description of Service

### 1) Target Population

Youth, grades 8 to 12, not involve in extracurricular school activities with risk factors, such as, struggling socially, academically, or are at an economic disadvantage; and not bonded to school. Source of referred to CanTeen: self or parent, friend, Student Assistance Counselor

### 2) Daily Activities

- i. Work on computers
- ii. Work with a peer to do their homework
- iii. Recreational activities
- iv. Help to prepare a family meal
- v. Service learning projects
- vi. Opportunities to expand on their musical or artistic talents are offered on a daily bases.
- vii. Youth Council

### 3) Regular Activities

Site for Onondaga County Health Department for HIV/AIDS testing and counseling;

Site for information/counseling by The Salvation Army for runaway and homeless youth situations (targeted to CanTeen participants who are homeless or housing vulnerable);

Site for youth involved in the justice system to meet with probation officers; Referral to Student Assistance Counselor at CNS HS for counseling; On those school breaks or weekends when young people have difficulty finding things to do, the CanTeen offers Lock-in situations, and movies and field trips.

### 4) Field trips

Camping, amusement parks, leadership conferences, anti-substance abuse workshops, visits to other centers, and trips to Albany for exposure to the workings of our state government.

## c. Performance Objectives

### 1) Objective: Children and youth will have positive peer interactions

Number and percentage of youth/children that develop or increase developmental assets in the domains of home, school, and community.

Of 75 unduplicated youth attending the CanTeen two or more times a week, 60% (45) will report developing or increasing Developmental Assets in the domains of home, school and community.

### 2. Objective: Children and youth will refrain from violence and other illegal behaviors

Number and percentage of youth that report refraining from high risk and/or illegal activities.

Of 75 unduplicated youth attending the CanTeen two or more times a week, 60% (45) will report refraining from high risk and/or illegal activities.

## Section 3: Compensation

The Department will pay the Contractor according to the following terms and conditions:

a. **Allocation**

The maximum compensation that may be paid under this agreement is \$24,949.

b. **Actual Compensation**

Actual compensation shall be based on actual expenses incurred.

c. **Appropriations**

The parties agree that this agreement shall be deemed executory only to the extent that funds have been appropriated and are available for the purposes of this agreement and no liability shall be incurred by the Department or the County beyond those funds appropriated and available. **COPS funds must be approved by NYS for FFY 2012-13/SFY 2013-14 for the Department to reimburse the Contractor's costs associated with this contract. The amount of funds made available must be sufficient to support the contract at the identified level.**

d. **Payments**

Payments shall be made monthly upon submission of approved County claim forms in accordance with procedures established by the Onondaga County Comptroller.

e. **Administrative Costs**

Contractor is entitled to administrative costs not to exceed 15% of the total contract expenses.

- 1) **Indirect costs.** If your agency has an approved federal indirect cost rate, please provide a copy of the approved rate certificate. Having an approved indirect cost rate does not exempt the agency from the 15% cap on administration.

f. **Line Item Changes**

In order to move funds between budget line items over \$2,500, a formal written request must be submitted to the Commissioner of Social Services or his designee.

#### **Section 4: Reports and Records**

The parties agree that the Department may review or be provided any reports, documents or records reasonably related to this agreement. Such report, document, or records shall include, but not be limited to, the following:

a. **Annual Financial Report**

If requested, the Contractor will submit a financial report to the Department within thirty (30) days after the end of the Agreement period covering the use of all funds received pursuant to this Agreement during the project and/or calendar year and for the Agreement period. The report must clearly and accurately verify the manner in which funds received from this Agreement were actually disbursed.

b. **Documentation Requirements**

The Contractor will maintain financial books, records, and other necessary supporting documents as required by

the Department. The Contractor will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.

**c. Retention**

The Contractor must retain Department records as required by the New York State Records Retention Schedule.

**Section 5: Standard Terms and Conditions**

**a. Arrears**

The Contractor warrants that it is not in arrears to the County of Onondaga or the Department upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise. If arrears are owed to the County of Onondaga or any other debtor in which a court of competent jurisdiction directs Onondaga County to pay any compensation under this agreement, then Contractor is agreeable to offset any payments that would have been paid to the Contractor.

**b. Assignment**

The Contractor shall not assign, transfer, or subcontract or otherwise dispose of the obligations under this agreement without the expressed written permission of the Department.

**c. Independent Contractor**

The Contractor is 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 Department 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 Department.

**d. Confidentiality**

All social services records are confidential. The Contractor agrees to observe applicable federal and state requirements relating to confidentiality of records and information including HIV and AIDS related information.

**e. HIPAA Compliance**

Contractor agrees that, to the extent Contractor is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA.

**f. Licenses and Permits**

- 1) **Costs.** The Contractor hereby agrees that it will obtain, at its own expense, all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 2) **Full Force.** The Contractor warrants that it and its service staff, when necessary, have all licenses, approvals, and certifications currently required by the laws of any applicable municipality. The Contractor further agrees to keep such required documents in full force and effect during the term of the Agreement, or any extension, and to comply within the required time to secure any new license so required.

**g. Suspension and Debarment**

The signatory to this Agreement certifies that, except as noted, its company and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for-profit provider, owner, partner, director, office or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years.

**h. 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.

**i. 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.

**j. Hold Harmless/Defense and Indemnification**

The Contractor covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Contractor if self employed, Contractor's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Hold Harmless provision; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Contractor.

**k. Statutory Compliance**

The Contractor covenants and certifies that it will comply in all respects with all federal, state, county or other municipal law which pertain hereto regarding work on municipal corporations including, but not limited to, matters of employment, hours of employment, wages, worker's compensation insurance, human rights and non-discrimination.

**l. Conflict of Interest**

1) Affidavit. At the time the Contractor submits a bid, or if no bid is submitted, prior to performing any services, the Contractor shall execute and serve upon the County of Onondaga the attached Affidavit Appendix A certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The Affidavit shall further state that the Contractor agrees that in the rendering of services to the County no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict

to the County.

2) **Duty to Disclose.** During the course of performing services for the County, the Contractor agrees to disclose immediately to the County, by Affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractors, its employees and agents. The duty to disclose is a continuing duty. The Contractor agrees that disclosure is a material obligation of the contract and that failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the Contractor agrees that the County or the County Board of Ethics shall suspend all work, services and payments pending final approval. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the contract by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies. A conflict of interest includes any circumstance which might influence or appear to influence the judgment of the Contractor, and the Contractor shall disclose the same. The Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payer or party for services on the same project or related project. The Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration parties other than the County for work on the project to which this contract pertains. If applicable, the Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate, which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest on the part of the Contractor's employee or agents shall be deemed a conflict of interest on the part of the Contractor, giving rise to the same duty to disclose.

**m. Allocation of Time**

The Contractor certifies that said Contractor will fully comply with all existing applicable laws and regulations and further certifies that the weekly collective time or effort of any employee, staff member or contractor whose time or percentage of effort is allocated to said contract shall not exceed a normal week or 100 percent, as the case may be, for all such contracts to which such employee's, staff member's or contractor's time or effort may be allocated.

**n. Contract Modifications**

This Agreement represents the entire and integrated agreement between the Department 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 Department and the Contractor.

**o. Termination**

- 1) **By Mutual Agreement.** This Agreement may be terminated at any time upon mutual agreement of the parties. In the event of termination, the Contractor shall not incur new obligations for the terminated portion, and the Contractor shall cancel as many outstanding obligations as possible.
- 2) **Without Cause.** Either party may terminate this agreement by giving 30 days written notice to the other of its intent to terminate this contract. Written notice shall be by registered or certified mail, return receipt, or delivered by hand and receive receipt. During the 30-day period after such notice is sent, the parties shall continue to act toward each other in good faith. The contractor shall not incur new obligations beyond the 30-day period for the terminated portion, and the contractor shall cancel as many outstanding obligations as possible.
- 3) **With Cause.** Either party may terminate this agreement with reasonable cause effective by giving 10 days written notice of the termination for cause. The grounds for reasonable cause shall include failure to comply with the terms and conditions of this agreement, the filing of a petition in bankruptcy or insolvency by

or against the contractor, federal and state funds for this agreement become unavailable, failure to comply with any federal, state, or local health, safety or fire code regulations, licensing or certification requirement. In the event of termination for any reason, the contractor shall not incur new obligations for the terminated portion, and the contractor shall cancel as many outstanding obligations as possible. No additional compensable dollars will be permitted in the event federal or state appropriation authority is removed.

**p. Americans With Disabilities Act Compliance**

Contractor/Provider shall be in compliance with the provisions of Title II of the Americans with Disabilities Act (ADA), Americans with Disabilities Act Amendments Act (ADAA) and § 504 of the Rehabilitation Act.

**Section 6: Insurance**

**a. General Statement**

Contractor shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to Contractor **AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED**, for claims which may arise out of or result from Contractor's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Contractor if self-employed, Contractor's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting there from. As to Professional Liability Insurance and Automobile Liability Insurance, the Contractor is not required to name the County as an additional insured but the Contractor must satisfy all other requirements stated herein.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this contract.

Coverages provided by the contractor must be underwritten by an insurance company deemed acceptable by the County of Onondaga. Insurance coverage shall be provided by companies admitted to do business in New York or, in the alternative, rated AVII or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**b. Comprehensive General Liability**

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000) per occurrence/aggregate for Bodily Injury and Property Damage.

c. **Comprehensive Automobile Liability**

The Contractor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage.

d. **Umbrella Liability Insurance**

The Contractor shall obtain and maintain Umbrella Insurance with minimum limits of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

e. **Professional Liability Insurance**

The Contractor shall obtain and maintain Professional Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000) per claim.

f. **Workers' Compensation and New York State Disability Benefits Insurance**

Contractor further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires the County to obtain from Contractors proof of both Workers' Compensation insurance coverage and compliance with New York State Disability Benefits Law, Self Insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the County on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

g. **Certificate of Insurance**

The Contractor shall have furnished to Onondaga County the attached Certificate of Insurance to be filled out and signed by the insurance agent, **which shall evidence all of the above requirements of insurance.** Said Certificate contains 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 COUNTY OF ONONDAGA AS AN ADDITIONAL INSURED**, and to notify the County of 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, Onondaga County Department of Social Services.

h. **Extended Reporting Coverage**

If any of the aforementioned liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract for a duration of 24 months or the maximum time period the contractor's insurer will provide such if less than 24 months. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

**Section 7: Performance Measures**

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Average attendance rate (Periods Reported: 0)						
1	2	3	4	YTD Actual	YTD Goal	Score
0/35	0/35	0/35	0/35	0	0	0%

Increase in Developmental Assets (Periods Reported: 0)											
1	2	3	4	YTD % Actual	YTD Actual	Score					
60%	0	60%	0	60%	0	60%	0	0	0%	0	0%
	0		0		0		0		0		0%

% Obtained from high risk activities (Periods Reported: 0)											
1	2	3	4	YTD % Actual	YTD Actual	Score					
60%	0	60%	0	60%	0	60%	0	0	0%	0	0%
	0		0		0		0		0		0%

**Section 8: Budget**

This section was intentionally left blank.

Total Uses: Contract Funds	Annual Total	Percent To Contract	Contract Total	% of Contract Fund
Other	\$0.00	0.00 %	\$0.00	0.00 %
Administrative	\$0.00	0.00 %	\$0.00	0.00 %
	\$0.00	100.00 %	\$0.00	0.00 %
Labor	\$0.00	0.00 %	\$24,949.88	0.00 %
Administrative Salaries	\$0.00	100.00 %	\$0.00	0.00 %
Director	\$6,480.00	0.00 %	\$0.00	100.00 %
Program Salaries	\$54,091.00	46.13 %	\$24,949.88	100.00 %
Youth Dev. Prog. Ldr.	\$36,691.00	68.00 %	\$24,949.88	100.00 %
Asst. Youth Dev. Prog. Ldr.	\$0.00	1.00 %	\$0.00	0.00 %
Center Monitor	\$10,000.00	0.00 %	\$0.00	0.00 %
Center Monitor	\$7,400.00	0.00 %	\$0.00	0.00 %
Social Security	\$4,725.00	0.00 %	\$0.00	0.00 %
Health/Medical	\$0.00	100.00 %	\$0.00	0.00 %
Pension	\$0.00	100.00 %	\$0.00	0.00 %
Worker's Comp	\$1,720.00	0.00 %	\$0.00	0.00 %
Unemployment	\$2,125.00	0.00 %	\$0.00	0.00 %
Medical Incentive	\$1,000.00	0.00 %	\$0.00	0.00 %
Retirement	\$9,634.00	0.00 %	\$0.00	0.00 %
Operating	\$0.00	0.00 %	\$0.00	0.00 %
Equipment	\$0.00	100.00 %	\$0.00	0.00 %
Office Supplies	\$1,800.00	0.00 %	\$0.00	0.00 %
Program Supplies	\$5,442.00	0.00 %	\$0.00	0.00 %

Postage	\$300.00	0.00 %	\$0.00	0.00 %
Traning/Travel	\$7,874.50	0.00 %	\$0.00	0.00 %
Utilities	\$9,000.00	0.00 %	\$0.00	0.00 %
Fuel	\$2,000.00	0.00 %	\$0.00	0.00 %
Lease	\$0.00	100.00 %	\$0.00	0.00 %
Custodial Services	\$0.00	100.00 %	\$0.00	0.00 %
HOST Program	\$0.00	100.00 %	\$0.00	0.00 %
Contract Total			\$24,949.88	

**Revenue**

Description	Amount	% of Total Revenue
Department of Social Services	\$24,949.00	100.00 %
Total:	\$24,949.00	

**Section 9: Signature Page**

In Witness Whereof, the parties hereto have executed this Agreement the date and year hereinafter written.

Department of Social Services

By: \_\_\_\_\_

Dated: \_\_\_\_\_

David Sutkow  
 Commissioner of Social Services

Contractor

By: \_\_\_\_\_

Dated: \_\_\_\_\_

State of New York )  
 County of Onondaga) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ before me personally appeared \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same.

## ITEMS FOR COUNTY AUCTION

# 1

1. ONE MOTOROLA SYSTEM 9000 RADIO WITH MICROPHONE ATTACHED
2. ONE IN CAR LIGHT CONTROL FOR EMERGENCY FLASHING LIGHTS
3. TWO STROBE POWER SUPPLYERS
4. TWO IN VEHICLE POLICE SPEAKERS
5. ONE SIERN WITH BRACKET
6. TWO MOUNTS FOR ICOP
7. ONE LED MICRO LITE
8. FIVE MOTOROLA MICROPHONES
9. ONE RELAY
10. TWO LED OUTPUT FLASHER UNITS
11. ONE MOTOROLA SPECTRA UNIT
12. THREE ICOP 20/20 RADIO UNITS
13. THREE MOTOROLA MCS 2000
14. ONE CODE THREE 950 FLASHER

## ITEMS FOR AUCTION

# 2

1. ONE EMERGENCY LIGHT CONTROLLER
2. THREE MOTOROLA SPECTRA UNITS
3. TWO MOTOROLA VEHICLE SPEAKERS
4. ONE RADIO CONTROLLER WITH MIC.
5. ONE SYSTEM 9000 (MOTOROLA)
6. THREE SUSTEM 9000 MOTOROLA PUSH BUTTON UNITS
7. ONE SPECTRA BRACKET
8. ONE MIC HOLDER
9. ONE ICOP JBOX
10. TWO ICOP FEEDERS WITH ELECTRICAL HARNESS

## ITEMS FOR AUCTION

# 3

1. ONE MISCELLANEOUS BRACKET
2. ONE SYSTEM 9000 SPECTRA POWER PACK
3. ONE EMERGENCY LIGHT CONTROLLER
4. ONE SYSTEM 9000 SPECTRA POWER UNIT WITH POWER CORD ATTACHED
5. ONE 3M SECURITY LAMINATE VERIFIER
6. ONE MOTOROLA POLICE SPEAKER
7. ONE MOTOROLA RADIO BOARD WITH ATTACHED MIC
8. ONE ICOP SYNC ANTENNA
9. ONE LED MICRO LIGHT
10. ONE MOTOROLA RADIO CONTROL BOARD (PUSH BUTTON)
11. SEVEN MISCELLANEOUS BRACKETS
12. ONE 1 5/8 FULL CIRCLE CLAMP
13. ONE SPEAKER, EMERGENCY LIGHT CONTROLLER AND RADIO CONTROLLER WITH WIRES ALL THREE ATTACHED AS ONE
14. ONE ICOP CONTROL BOX WITH ELECTRICAL HARNESS

## ITEMS FOR AUCTION

# 4

1. THREE ICOP CONTROLLERS WITH ELECTRICAL HARNESS
2. FIVE ICOP CAMERA LENSES
3. SIX ICOP REMOTE CONTROL SWITCHES
4. SIX ICOP IN VEHICLE DOCKING STATIONS
5. THREE ICOP SYNC ANTENNAS
6. SIX ICOP MISCELLANEOUS ITEMS
7. ONE MOTOROLA SYNTOR FM RADIO POWER BOX
8. ONE SMALL IN VEHICLE FIRE EXTINGUISHER HOLDER
9. TWO MOTOROLA MIC.
10. ONE MISCELLANEOUS BRACKET

## ITEMS FOR AUCTION

#5

1. ONE NITSUKO DTS SYATEM WITH POWER SUPPLY
2. FIVE NITSUKO PHONES WITH RECEIVERS
3. ONE MOTOROLA CHARGING BASE FOR PORTABLE RADIO
4. ONE MULTIPLE PHONE LINE CONNECTOR
5. ONE CPI RADIO BASE STATION WITH ATTACHED RECEIVER

ITEMS FOR AUCTION

# 6

1. ONE OKIDATA 9 PIN PRINTER SN. 402C1142460
2. ONE OKIDATA 9 PIN PRINTER SN. 402C1142458

ITEMS TO AUCTION

#7

17 RADIO MOUNTS FOR VEHICLES

ITEMS FOR COUNTY AUCTION

#8

1. TWO POLAROID 1200 CAMERAS
2. ONE SUPER GARRETT SCANNER
3. ONE POLARIOD 600 CAMERA
4. TWO PENTAX CAMERAS WITH CASES
5. FOUR PORTABLE MOTOROLA VISAR RADIOS WITH CASES
6. FOUR VISAR BATTERIES
7. ONE VISAR BATTERY CHARGER WITH CORD
8. ONE DVD WRITER
9. ONE HEWLETT PACKARD JET DIRECT BOX WITH CABLE
10. ONE MULTI UNIT PORTABLE RADIO CHARGING UNIT

ITEMS FOR AUCTION

#9

1. FOUR VEHICLE GUARDS FOR PRISONERS
2. THREE EAGLE P225/60R 16 TIRES

## ITEMS FOR AUCTION

# 10

1. ONE I.B.M ELECTRIC TYPE WRITER SER# 14331000068924
2. ONE METAL BOOK SHELF WITH TWO SHELVES
3. THREE IMAGE CLASS MF4150 FAX - COPY AND SCANNER MACHINE  
BACK-UP 1500 APG SER# JB0320011672 & JB0313028386 & JB0313028599
4. ONE SONY KEY BOARD SER# 0001074
5. SEVEN VEHICLE JACKS
6. ONE WW 11 HELMET
7. ONE KRYPTO BIKE LOCK WITHOUT KEY
8. ONE TELEPHONE ANSWERING MACHINE
9. THREE STUFFED TEDDY BEARS

ITEMS FOR AUCTION

# 11

1. SIXTEEN PLASTIS BRACKETS
2. FOUR ELECTRIC SHOTGUN HOLDERS
3. SIX IN VEHICLE SHOTGUNS BASES
4. TWO TRUNK ORGANIZERS

ITEMS FOR AUCTION

# 12

1. THREE BINS OF ASSORTED ELECTRICAL CABLES

## ITEMS FOR AUCTION

# 14

1. FIVE MT 1000 PORTABLE RADIOS
2. FIVE ELECTRICAL CHARGERS FOR PORTABLE RADIOS
3. TWO MOTOROLA SPEAKERS FOR VEHICLES
4. THREE MIC.
5. ONE KWIK SET LOCK FOR A DOOR

ITEMS FOR AUCTION

# 15

THREE STAND UP FILE CABNETS

ITEMS FOR AUCTION

# 16

1. COMPAQ      DM197A      SER # MXM3380GLV
2. GENERIC      AMD ATHLOAXZ      NO SER. #
3. COMPAQ      DM197A      MXM33708M4
4. DELL      GX520T      9W7P491

**Town of Cicero  
Comptroller's Office**

**To:** Supervisor Corl and Town Board Members

**From:** Shirlie Stuart

**Date:** December 6, 2013

**Re:** Highway Garage Lift Purchase

---

Please review the attached information on the highway garage vehicle lift, which was requested for consideration for purchase. This research was completed by Carl Price, highway mechanic, and submitted to me for review and submission to the town board.

State of New York Office of General Services  
Award 21819 - PF

**Lot No.1 – Automotive Resources, Inc. -** Company doesn't make a lift smaller enough for our needs.

**Lot No. 2 – Mohawk Lifts -** \$14,517.45 (information attached)

**Lot No. 3 – Stertil-Koni -** Would not quote anything under \$25,000

**Lot No.4 – Hunter Engineering Co.** Didn't offer lifts that were two post units

**PKS Equipment and Engineering Inc. -** Lifts under 18,000 lbs. are not available

**SEFAC, Inc. –** Only manufacture large lifts

Quotes that are not on the NYS Contract;

**NAPA - \$14,425.00**

The general fund was modified \$15,400 on November 13<sup>th</sup> to accommodate this purchase. I feel the purchase of this lift would clearly save the town expenses on our fleet of vehicles by utilizing the highway mechanics to maintain any routine maintenance.

State of New York Executive Department  
Office Of General Services  
Procurement Services Group  
Corning Tower Building - 38th Floor  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 35000 – GARAGE EQUIPMENT AND VEHICLE LIFTS (Statewide)</b>
		<b>Classification Code(s): 25</b>
<b>Award Number</b>	<b>:</b>	<b><u>21819 - PF</u></b> (Replaces Award PGB 21284)
<b>Contract Period</b>	<b>:</b>	<b>December 16, 2009 through September 30, 2014</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>June 4, 2009</b>
<b>Date of Issue</b>	<b>:</b>	<b>December 15, 2009</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids &amp; Purchasing Memorandum dated 5/22/09 and 6/1/09.</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
<b>Name</b> : Christopher M. Martinez <b>Title</b> : Purchasing Officer I <b>Phone</b> : 518-474-3856 <b>Fax</b> : 518-474-8676 <b>E-mail</b> : christopher.martinez@ogs.state.ny.us	<b>Customer Services</b> <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : customer.services@ogs.state.ny.us

**The Procurement Services Group values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

This contract will cover the purchase of various new vehicle lifts (including two-post, four post, mobile column and parallelogram lifts) and related garage equipment for automobiles, light to heavy duty trucks and transit vehicles. All items and components normally furnished as required for the intended applications shall be provided.

PR # 21819-T

(continued)

**LOT NO. 1 - ARI**

Title of the price list for ARI in Lot No. 1: ARI Dealer Price List

Price list effective date: June 30, 2008

Discount (Applies to all items on price list): **18.21115%**

Guaranteed Delivery: 45 Calendar Days A/R/O for Lifting Systems  
90 Calendar Days A/R/O for Exhaust Systems

Additional Discounts: - 2 Systems – additional 2% discount  
- 3 or More Systems – additional 5% discount

*Don't  
Make  
that  
small*

CONTRACTOR, LOT 1: **AUTOMOTIVE RESOURCES, INC.**

**LOT NO. 2- MOHAWK LIFTS**

Title of the price list for Mohawk Lifts in Lot No. 2: Mohawk Resources Retail Price Sheet

Price list effective date: February 23, 2009

Discount (Applies to all items on price list): **16.42%**

Guaranteed Delivery: 3 – 120 Calendar Days A/R/O

Additional Discounts: - 6 or more units (Model A-7, System I, LMF-12, TP-16), one shipment, one location – additional 5% discount  
- 3 TP-16 units, one purchase order, one destination, one shipment – TP-16 units will be sold at the LMF-12 contract price  
- A-7, System I, LMF-12, TP-16 purchased in quantities of 12, one destination, one shipment – additional 10% discount

CONTRACTOR, LOT 2: **MOHAWK RESOURCES LTD.**

**LOT NO. 3- STERTIL-KONI**

Title of the price list for Stertil-Koni in Lot No. 3: Vehicle Lift Price List

Price list effective date: May 18, 2009

Discount (Applies to all items on price list): **29%**

Guaranteed Delivery: 15 Calendar Days A/R/O

CONTRACTOR, LOT 3: **STERTIL-KONI USA, INC.**

*Word  
send  
Quote  
offer  
25000*

**LOT NO. 4- ALTERNATE OFFERS**

**Manufacturer: HUNTER ENGINEERING CO.**

Title of the price list for Hunter Engineering Co. in Lot No. 4: Hunter Dealer Group Prices for  
Systems Products

Price list effective date: January 1, 2009

Discount (Applies to all items on price list): **19.5%**

*Don't  
offer  
2 fold  
lifts*

Title of the price list for Hunter Engineering Co. in Lot No. 4: Hunter Dealer Group Prices for  
Balancers, Lathes, & Tire Changers

Price list effective date: January 1, 2009

Discount (Applies to all items on price list): **NO AWARD**

Title of the price list for Hunter Engineering Co. in Lot No. 4: Hunter Dealer Group Prices for  
Heavy Duty Products

Price list effective date: January 1, 2009

Discount (Applies to all items on price list): **8 %**

Guaranteed Delivery: 3 - 120 Calendar Days A/R/O

**CONTRACTOR: MOHAWK RESOURCES LTD.**

**Manufacturer: PKS EQUIPMENT AND ENGINEERING INC.**

Title of the price list for PKS Equipment and Engineering Inc. in Lot No. 4: Patriot Lifts and  
Equipment, Inc. Electric /  
Hydraulic Vehicle Lifts

Price list effective date: January 2009

Discount (Applies to all items on price list): **22%**

Guaranteed Delivery: 42 Calendar Days A/R/O

**CONTRACTOR: PATRIOT LIFTS AND EQUIPMENT, INC.**

*Don't  
make  
18,000  
Pound  
lifts*

(continued)

**Manufacturer: ROTARY LIFT**

Title of the price list for Rotary Lift in Lot No. 4: Rotary 2009 US Heavy Duty Product Price List

Price list effective date: March 2009

Discount (Applies to all items on price list): **37.7%**

Guaranteed Delivery: 45 Calendar Days A/R/O

Title of the price list for Rotary Lift in Lot No. 4: 2008 US Professional Automotive Service Price List

Price list effective date: April 2008

Discount (Applies to all items on price list): **37.7%**

Guaranteed Delivery: 30 Calendar Days A/R/O

**CONTRACTOR: DOVER INDUSTRIAL PRODUCTS / ROTARY LIFT DIVISION**

**Manufacturer: SEFAC, INC.**

Title of the price list for SEFAC Inc. in Lot No. 4: SEFAC MSRP 2009

Price list effective date: January 1, 2009

Discount (Applies to all items on price list): **30%**

Guaranteed Delivery: 30 Calendar Days A/R/O

Additional Discounts: Orders exceeding \$90,000 – additional 3% discount

**CONTRACTOR: SEFAC, INC.**

*Don't  
Make  
Small  
Lifts*

**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

(continued)



TOOLS FOR  
EQUIPMENT



The World's Most Trusted Lift

The tools you need for  
**LIFTING AND  
ALIGNMENT  
WORK**

# Rotary Lift SHOCKWAVE™

## Twice As Fast As Any Standard Lift!

### ACCELERATE YOUR PRODUCTIVITY IMMEDIATELY

Engineered specifically for bays where service speed is paramount, the Shockwave-equipped 2-post asymmetric lift models give you the tools you need to boost bay productivity. Immediately, see an increase your shop's number of service orders per hour!



↑ **25 second rise time!**  
↓ **19 second descent!**

Speeds based on weight of vehicle

Model shown:  
SPOA10U5G5RD

Scan this QR Code to see more about the SHOCKWAVE experience, plus calculate your own potential!

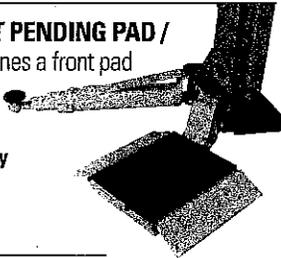


[www.rotarylif.com/shockwave](http://www.rotarylif.com/shockwave)

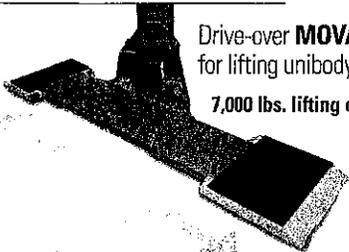
**ONLY SHOCKWAVE-EQUIPPED LIFTS GIVE YOU A CHOICE OF LIFT SUPERSTRUCTURES TO MATCH YOUR SHOP'S NEEDS!**

**EXCLUSIVE PATENT PENDING PAD / ARM HYBRID** combines a front pad and three-stage rear arms

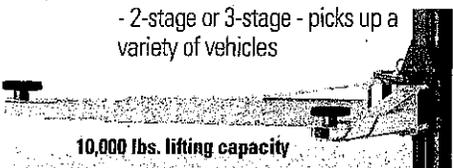
7,000 lbs. lifting capacity



Drive-over **MOVABLE PAD** for lifting unibody vehicles  
7,000 lbs. lifting capacity



Two **STANDARD ARM PACKAGES** - 2-stage or 3-stage - picks up a variety of vehicles



10,000 lbs. lifting capacity

## 7,000 - 10,000 lb. SHOCKWAVE Asymmetric Two Post Lifts

	SPOA10U5G5RD 7,000 lbs. Capacity Blue/Red Adapter		SPOA10U5G5RD 10,000 lbs. Capacity Blue/Red Adapter		SPOA10U5G5RD 10,000 lbs. Capacity Blue/Red Adapter		SPOA10U5G5RD 7,000 lbs. Capacity Blue/Red Adapter		SPOA10U5G5RD 7,000 lbs. Capacity Blue/Red Adapter	
Two-Post Lifts*										
Capacity	10,000 lbs.		10,000 lbs.		10,000 lbs.		7,000 lbs.		7,000 lbs.	
Rise	80" / 72"		84" / 74"		80" / 72"		76" / 74"		70"	
Overall Height	11' 4 1/4"		11' 4 1/4"		11' 4 1/4"		11' 4 1/4"		11' 4 1/4"	
Overall Width	56" / 74"		56" / 74"		56" / 74"		56" / 74"		56" / 74"	
Drive-thru	95" / 74"		95" / 74"		95" / 74"		95" / 74"		95" / 74"	
Inside Columns	107" / 74"		107" / 74"		107" / 74"		107" / 74"		107" / 74"	
Front Arm Min/Max	20" / 2" - 40" / 4"		24" / 6" - 43" / 1/2"		24" / 6" - 43" / 1/2"		N/A		N/A	
Rear Arm Min/Max	40" / 1/4" - 81"		34" / 1/2" - 58"		34" / 1/2" - 58"		64" / 1/2" - 80" / 3/8"		N/A	
Min Adapter Height	4" - 3/4"		3" - 5/8"		3" - 5/8"		Rear arm: 4-3/4" Front pad: 2-7/8" Front arm: 5-1/4"		4" - 5/8"	
Min Bay Size	12' x 24"		12' x 24"		12' x 24"		12' x 24"		12' x 24"	
Ceiling Height Min	12' 4 1/4"		12' 4 1/4"		12' 4 1/4"		12' 4 1/4"		12' 4 1/4"	
Motor / Voltage 1Ø	1 HP / 110 V		1 HP / 110 V		1 HP / 110 V		1 HP / 110 V		1 HP / 110 V	
Time of Full Rise	29 seconds		25 seconds		25 seconds		25 seconds		25 seconds	
Time of Descent	19 seconds		19 seconds		19 seconds		19 seconds		19 seconds	

\* BL = Blue/ RD = Red

See the next page for adapters & accessories

\* \* Q U O T E \* \*

NAPA HIAWATHA BLVD.  
475 STATE FAIR BLVD.  
REF BY VER BY  
SYRACUSE, NY 13204

ACCT # 1152      SOLD TO      DATE      TIME

TOWN OF CICERO HWY DEPT. P.O.      12/05/2013      12:46

8236 BREWERTON RD

SR #      CICERO, NY 13039-6402      STORE #      EMP #

34      200002003      4 JOE

PART NUMBER	DESCRIPTION	QUANTITY	LIST	PRICE	TOTAL
SPO18N310B1	ROTORARY LIFT	1.00	31,929.24	13575.0000	13,575.00

LN  
RTV  
Install Fee: \$850.00

\*\*\* Plus Applicable Taxes. \*\*\*  
\*\*\* Prices Subject to Change Without Notice. \*\*\*

TOTAL ----->

\* \* THIS IS NOT AN INVOICE \* \*

Attention: Carl

Fax: 699-2746

Phone: 751-3083

13,575.00  
850.00  
14,425.00



NAPA AUTO PARTS

Joe Alberio  
Major Account Specialist



NAPA AUTO PARTS  
411 N. Midler Ave.  
Syracuse, New York 13206  
Phone# 315-437-7569  
Cell# 315-558-3742