

**Sullivan County Legislature
Regular Meeting
August 20, 2015 at 2:00PM**

The Regular Meeting of the County Legislature was called to order at 2:04PM by Chairman Samuelson with the Pledge of Allegiance.

Roll Call indicated Ms. Vetter, Mrs. Gieger, and Mrs. Edwards absent.

The Clerk read the following communications:

1. Resignation letter dated July 14, 2015 from Nadia Rajsiz (Reish) from the Charter Review Commission
2. Resignation letter dated July 7, 2015 from Isaac Diboll from the Charter Review Commission
3. Letter dated July 20, 2015 from NYS Department of Transportation notifying the County of Sullivan about an upcoming improvement project NYS route 17 Exits 105 to 106 Pavement Improvement Project
4. Records Destruction Notification in accordance with SARA dated 7/15/15 from DFS Data Entry and Records and DFS Fraud dated 7/15/15.
5. Comprehensive Annual Financial Report filed on August 17, 2015 by County Treasurer Nancy Buck

Presentation:

Certificates of Special Recognition were presented to county employees who had 30 or more years of service.

Public Comment

Chairman Samuelson recognized the following speakers:

1. Judy Balaban

RESOLUTION NO. 309-15 INTRODUCED BY PERSONNEL COMMITTEE TO APPOINT ONE MEMBER TO THE SULLIVAN COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Resolution No. 490-04 adopted on December 6, 2004, the Sullivan County Legislature created a Sullivan County Human Rights Commission (“Commission”); and

WHEREAS, Resolution No. 12-14 adopted on January 16, 2014 the Sullivan County Legislature appointed Catherine Iral (fill vacancy of Henry Belser) to the Commission, and

WHEREAS, Catherine Iral resigned in April 2015 which created a vacancy.

NOW, THEREFORE, BE IT RESOLVED, That the Sullivan County Legislature does hereby appoint the following individual to fill the vacancy of Catherine Iral for the following term:

Reappoint:

Member

Donna Schick

Terms Expires

December 31, 2016

Moved by Mrs. LaBuda, seconded by Mr. Steingart, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent and unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 310-15 INTRODUCED BY MANAGEMENT AND BUDGET COMMITTEE TO APPORTION MORTGAGE TAX

WHEREAS, Section 261 of the Tax Law of the State of New York requires apportionment of the mortgage tax, and

WHEREAS, the County Clerk and the County Treasurer have submitted a quarterly report, for the period of April 2015 to June 2015, to the Clerk of the Legislature, and

WHEREAS, The County Legislature has apportioned, among the various towns and incorporated villages of the County of Sullivan, the equitable share of the mortgage tax;

NOW, THEREFORE, BE IT RESOLVED, that the County Treasurer draw checks for each of the towns and villages the quarterly mortgage tax so apportioned, as follows:

TOWNS	
Bethel	11,706.06
Callicoon	6,138.40
Cochecton	3,013.74
Delaware	7,586.69
Fallsburg	44,139.92
Forestburgh	4,879.27
Fremont	4,347.58
Highland	7,666.18
Liberty	36,288.14
Lumberland	31,863.22
Mamakating	29,705.71
Neversink	21,658.39
Rockland	10,403.16
Thompson	184,944.44
Tusten	10,071.19
VILLAGES	
Bloomingburg	664.37
Jeffersonville	396.53
Liberty	6,623.33
Monticello	20,873.80
Woodridge	1,518.40
Wurtsboro	1,234.52
TOTAL	445,723.04

Moved by Mr. Benson, seconded by Mr. Rouis, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent and unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 311-15 INTRODUCED BY PERSONNEL TO AMEND RESOLUTION NO. 240-15

WHEREAS, the Sullivan County Legislature authorized the execution of a Memorandum of Agreement (“MOA”) with Teamsters Local 445, International Brotherhood of Teamsters pursuant to Resolution No. 5-15 on January 22, 2015; and

WHEREAS, Resolution No. 240-15 was adopted to adjust the work week and the salary for the Probation Director II (referred to in Resolution 240-15 as “Director of Probation”) to address supervision of the department as a result of the change in the work hours for the employees covered by the above referenced MOA; and

WHEREAS, Resolution 240-15 failed to reflect the correct effective date of the salary increase and peace officer stipend; and

WHEREAS, the intent of Resolution 240-15 was to retroactively set the salary and peace officer stipend for fiscal year 2015.

NOW, THEREFORE, BE IT RESOLVED, that Resolution 240-15 is hereby amended to reflect that the salary and peace officer stipend for the Probation Director II shall be set at \$82,325 effective January 1, 2015.

Moved by Mrs. LaBuda, seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent and unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 312-15 INTRODUCED BY PERSONNEL COMMITTEE TO CREATE POSITIONS WITHIN THE DEPARTMENT OF MANAGEMENT INFORMATION SYSTEMS

WHEREAS, the Department of Management Information Systems (MIS) provides vital and essential technology-based hardware, software and telecommunications services and support to all County Departments in their service roles on behalf of entire County of Sullivan constituency; and

WHEREAS, based on the exponential increase in demand for MIS services, Chief Information Officer has identified positions needed within the Department of Management Information Services to efficiently and effectively conduct business on a day to day basis; and

WHEREAS, the identified positions are as follows: (1) Network Engineer position, (2) PC Specialist positions and (1) Client Support Technician I position.

NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Legislature hereby authorizes the creation of the following positions within the Department of Management Information Systems and authorizes the filling of said positions:

CREATE:

Department	Position	TC Grade	Effective Date
A-1680	NETWORK ENGINEER	GRADE X	August 6, 2015
A-1680	PC SPECIALIST	GRADE VII	August 6, 2015
A-1680	PC SPECIALIST	GRADE VII	August 6, 2015
A-1680	CLIENT SUPPORT TECHNICIAN I	GRADE XIII	August 6, 2015

Moved by Mrs. LaBuda, seconded by Mr. Steingart, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent and unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION 313-15 INTRODUCED BY PERSONNEL COMMITTEE TO CREATE ONE (1) PART-TIME PERSONNEL/PAYROLL TECHNICIAN IN THE SULLIVAN COUNTY DEPARTMENT OF HUMAN RESOURCES

WHEREAS, the Director of Human Resources/Personnel Officer has requested that one (1) part-time Personnel/Payroll Technician position be created in the Department of Human Resources; and

WHEREAS, while the Director of Human Resources has been working on recruiting for a vacant position in the County Department of Human Resources, the workload has continued to increase; and

WHEREAS, the Department has been utilizing a retired Personnel/Payroll Technician in a temporary part-time capacity since February of this year; and

WHEREAS, the employees temporary status must be terminated effective August 21, 2015, pursuant to Civil Service Law; and

WHEREAS, this position to continue to facilitate the processing of 428's (change of employment status forms) and updating County employment records in PSTEK and to assist in the training of a new employee.

NOW, THEREFORE, BE IT RESOLVED, that the Human Resources Director/Personnel Officer is hereby authorized to create and fill one (1) part-time Personnel/Payroll Technician position and this position shall be effective through December 31, 2015; and

BE IT FURTHER RESOLVED, that the salary for the part-time Personnel/Payroll Technician shall be set at \$23.7942/hour.

Moved by M. Steingart, seconded by Mr. Rouis, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent and unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 314-15 INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE THE ADOPTION OF THE COORDINATED TRANSPORTATION SERVICES PLAN

WHEREAS, the Sullivan County Transportation Department under the Division of Public Works receives State Transportation Operating Assistance (STOA) funding from the New York State Department of Transportation (NYSDOT); and

WHEREAS, one of the STOA funding requirements is that the County has a coordinated transportation services plan; and

WHEREAS, the County retained the firm of LSC Transportation Consultants, Inc. to complete such plan; and

WHEREAS, the plan has been completed and presented to the Legislature; and

WHEREAS, the plan has to be formally adopted by the Legislature.

NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Legislature hereby formally adopts the Coordinated Transportation Services Plan dated July 24, 2015.

Moved by Mrs. LaBuda, seconded by Mr. Benson, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO 315-15 INTRODUCED BY THE PUBLIC WORKS COMMITTEE TO AUTHORIZE AWARD AND EXECUTE AGREEMENT WITH PORT JERVIS ELECTRIC INC FOR PARKING LOT LIGHTING AT THE EMERGENCY TRAINING CENTER FACILITY

WHEREAS, Port Jervis Electric, Incorporated, 50 Barcelow Street, Port Jervis, New York 12771, submitted a bid for Parking Lot Lighting at the Emergency Training Center Facility; and

WHEREAS, the Sullivan County Division of Public Works and Emergency Management, have approved said bid and recommend that a contract be executed.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute an Agreement with Port Jervis Electric, Incorporated, at a cost not to exceed \$46,597.00 (Base Bid and Alternate No. 1), in accordance with Bid #B-15-34, said contract to be in such form as the County Attorney shall approve.

Moved by Mr. Rouis, seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 316-15 INTRODUCED BY THE MANAGEMENT AND BUDGET COMMITTEE TO AUTHORIZE AWARD AND EXECUTE AGREEMENT WITH BOWNE MANAGEMENT SYSTEMS

WHEREAS, the County of Sullivan's outdated GIS solution is in need of upgrade to keep pace with current departmental business needs county wide, and

WHEREAS, New York State Division of Homeland Security and Emergency Services PSAP FY14 grant funding through E911 has been earmarked and allocated for said upgrade, and

WHEREAS, Bowne Management Systems, Incorporated, 235 East Jericho Turnpike, Mineola, New York 11501, submitted a proposal for the Upgrade of the County of Sullivan's GIS Application for the Sullivan County Department of Management and Information Systems, and

WHEREAS, the Sullivan County Chief Information Officer has approved said proposal and recommends that a contract be executed.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute an Agreement with Bowne Management Systems, Incorporated, at a cost not to exceed \$49,917.00, in accordance with Request for Proposal R-15-29, said contract to be in such form as the County Attorney shall approve.

Moved by Mr. Rouis, seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 317-15 INTRODUCED BY THE MANAGEMENT & BUDGET COMMITTEE TO AUTHORIZE A PAYMENT TO JAMES MCGUINNESS ASSOCIATES AND AUTHORIZE A NEW TWO YEAR AGREEMENT WITH JAMES MCGUINNESS ASSOCIATES FOR THEIR PRESCHOOL CLAIMING APPLICATION FOR THE BENEFIT OF THE DEPARTMENT OF PUBLIC HEALTH SERVICES

WHEREAS, the County of Sullivan wishes to enter into an agreement with James McGuinness Associates for continued use of its early intervention preschool handicapped program management product to maximize revenue and reduce reimbursement claiming timeframes for state aid ; and

WHEREAS, James McGuinness Associates has continued to provided its product to the County since April 2014; and

WHEREAS, the County is satisfied with the product and wishes to continue to utilize the product for an additional two years;

NOW THEREFOR BE IT RESOLVED,

1. The County Manager is hereby authorized to enter into a two year agreement dated as of July 1, 2015 through June 30, 2017 with James McGuinness Associates for an amount not to exceed \$16,000.
2. The County Manager is further authorized to authorize payment to James McGuinness Associates for the period covering May 1, 2014 to June 30, 2015 in an amount not to exceed \$12,900.00.
3. The agreement shall be in a form approved by the County Attorney.

Moved by Mr. Rouis, seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 318-15 INTRODUCED BY MANAGEMENT & BUDGET COMMITTEE TO AUTHORIZE SOFTWARE SUPPORT AGREEMENT FOR THE ALLEN TUNNEL TAX COLLECTION SYSTEM.

WHEREAS, the Allen Tunnel Tax Collection system provides essential capabilities to support tax collection activities for the County and individual Towns in Sullivan County; and

WHEREAS, the County wishes to continue utilizing the Allen Tunnel Tax Collection System and sponsor its use in the individual towns and receive support as provided for in Schedule A of the proposed Allen Tunnel Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to enter into a 1-year support agreement covering January 1, 2015 thru December 31, 2015 with Allen Tunnel Corporation at a cost not to exceed \$35,370.00.

BE IT FURTHER RESOLVED, that said agreements to be in such form as the County Attorney shall approve.

Moved by Mr. Rouis, seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 319-15 INTRODUCED BY THE HEALTH & FAMILY SERVICES COMMITTEE TO AMEND RESOLUTIONS AUTHORIZING

COUNTY MANAGER TO ENTER INTO AGREEMENT FOR THE PROVISION OF WELFARE TO WORK, EMPLOYMENT AND TRAINING RELATED SERVICES FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015

WHEREAS, the County of Sullivan, through the Department of Family Services, is required to provide for various welfare-to-work, employment and employment training related services, and

WHEREAS, Resolution 110-15 adopted 3/19/2015 and Resolution 252-15 adopted 6/18/2015 authorized WTW E&T MOAs between the Department of Family Services (DFS) and the Sullivan County Center for Workforce Development (CWD) for WTW Employment and Training (E&T) related services for the periods from 1/1/2015 through 6/30/2015 and 7/1/2015-12/31/2015 respectively, at costs not to exceed \$172,831 each 6-month term; and

WHEREAS, subsequent to the above named resolutions being submitted, approved and adopted, NYS OTDA has allocated, \$126,644 funding for the Summer Youth Employment Program (SYEP), which shall be incorporated to the DFS with CWD WTW E&T MOA as CWD is again providing SYEP services for 2015'; and

WHEREAS, the 2015 SYEP program and its funding shall be included under the 2015 WTW E&T MOA with CWD for the period from 1/1/2015 through 12/31/2015:

- for WTW Employment and Training (E&T) related services at a total cost not to exceed \$345,661; and
- for Summer Youth Employment Program (SYEP), at a total cost not to exceed the \$126,644 amount dedicated to SYEP.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize amendment to Resolutions 110-15 and 252-15 to include SYEP under the above listed agreement during the period from 1/1/2015 through 12/31/2015; and

BE IT FURTHER RESOLVED, the contract is at the County's discretion, subject to annual appropriation; and

BE IT FURTHER RESOLVED, the maximum of the contract is not exceed the Department of Family Services budgeted amount for welfare-to-work employment and training related and SYEP services; and

BE IT FURTHER RESOLVED, that the form of said contract will be approved by the Sullivan County Department of Law.

Moved by Mrs. LaBuda, seconded by Mr. Steingart, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 320-15 INTRODUCED BY HEALTH AND FAMILY SERVICES COMMITTEE TO AMEND RESOLUTIONS AUTHORIZING COUNTY MANAGER TO ENTER INTO AGREEMENT FOR THE PROVISION OF CHILD SUPPORT RELATED LEGAL SERVICES FOR PERIOD FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014

WHEREAS, the County of Sullivan, through the Department of Family Services, is mandated to provide legal services to County residents seeking child support services; and

WHEREAS, said legal services are best provided through purchase of service agreements to eliminate conflicts of interest where the Department of Family Services is approached by both parents in child support enforcement; and

WHEREAS, Resolution 109-14 adopted 3/20/2014 authorized agreement(s) for the provision of 111-g Legal Services at a cost not-to-exceed \$4,500; and

WHEREAS, subsequent to the above named resolution being submitted, approved and adopted, the amount of 111-g Legal Services required during the January 1, 2014 through December 31, 2014 contract period exceeded the anticipated amount resulting in a need to increase the not-to-exceed amount of the contract to \$6,000 to cover the actual cost of services; and

WHEREAS, the not-to-exceed amount of the 111-g Legal Services contract(s) shall be increased to \$6,000 collectively for the period from January 1, 2014 through December 31, 2014 and;

WHEREAS, costs incurred in the provision of said legal services are to be reimbursed to the County of Sullivan by the client, the respondent or by federal and state funding.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize amendment to Resolution 109-14 to authorize increase of the collective not-to-exceed amount for the provision of said legal services during the period from January 1, 2014 through December 31, 2014 to \$6,000; and

BE IT FURTHER RESOLVED, these contract(s) are at the County's discretion, subject to annual appropriation; and

BE IT FURTHER RESOLVED, the maximum of these legal services contract(s) not exceed the Department of Family Services budgeted amount for those child support related legal services; and

BE IT FURTHER RESOLVED, that the form of said contract(s) will be approved by the Sullivan County Department of Law.

Moved by Mrs. LaBuda, seconded by Mr. Steingart, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried as amended and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 321-15 INTRODUCED BY PUBLIC SAFETY & LAW ENFORCEMENT COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO EXECUTE AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING (MOU) WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES (DHSES).

WHEREAS, the NYS DHSES has acquired the hardware, software and subscription service for the Mutualink Interoperability platform and wishes to temporarily loan such equipment at no cost to NYS Counties for communications purposes, and

WHEREAS, the NYS DHSES will also cover all costs associated with the installation and maintenance of said equipment, and

WHEREAS, it would be advantageous for Sullivan County E911 and Emergency Management to participate in this loan program to utilize this interoperable communications equipment,

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to enter into an intergovernmental memorandum of understanding with the NYS DHSES for the temporary loan of interoperable communications resources (Mutualink). Said agreement is to be in a form as approved by the County Attorney's Office.

Moved by Mr. Steingart, seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO 322-15 INTRODUCED BY PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO EXECUTE AN AGREEMENT WITH JOANNE GEROW TO PROVIDE ACCOMMODATIONS FOR SEIZED ANIMALS, OTHER THAN DOGS

WHEREAS, in the course of their official duties, the Sullivan county Sheriff's Office and the Sullivan County probation Department are sometimes required to seize animals, and

WHEREAS, when animals are seized by the Sullivan County Sheriff's office or the Sullivan County probation Department, the County of Sullivan must make arrangements for accommodations providing appropriate and proper care for the animals, and

WHEREAS, the County has made an agreement with the Town of Liberty to provide for the accommodation of seized dogs, but must make accommodations for animals other than dogs, and

WHEREAS, Joanne Gerow is willing and able to provide accommodations and proper care for seized animals other than dogs at a flat fee of \$75.00 per call, mileage reimbursement based upon the then prevailing IRS rate, including all emergency veterinary services deemed necessary as a result of an emergency animal control complaint, and any other terms in the agreement deemed appropriate, by the County Manager and the County Attorney' and

NOW, THEREFORE, BE IT RESOLVED that the County Manager is hereby authorized to execute an agreement for a period from January 1, 2015-March 31, 2016, with Joanne Gerow, 897 Briscoe Road, Swan Lake, New York to provide accommodations for animals other than dogs seized by the County, said agreement to be in a form approved by the County Attorney.

Moved by Mr. Rouis, seconded by Mrs. LaBuda, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

Mr. Benson moved to table the following resolution, seconded by Mrs. LaBuda, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, resolution tabled unanimously.

RESOLUTION NO. _____ INTRODUCED BY THE PUBLIC SAFETY COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF LIBERTY TO PROVIDE ACCOMMODATIONS FOR SEIZED DOGS

WHEREAS, in the course of their official duties, the Sullivan County Sheriff's Office and the Sullivan County Probation Department are sometimes required to seize dogs; and

WHEREAS, when dogs are seized by the Sullivan County Sheriff's Office or the Sullivan County Probation Department, the County of Sullivan ("County") must make arrangements for accommodations providing appropriate and proper care for the dogs; and

WHEREAS, the Town of Liberty ("Town") has an animal shelter and is willing and able to provide accommodations with appropriate and proper car for the dogs at a cost not to exceed \$3,000.00 annually; and

WHEREAS, it is necessary for the County to enter into an Inter-Municipal Agreement ("IMA") with the Town to provide for accommodations for seized dogs, and

WHEREAS, the Town of Liberty is willing and able to provide accommodations and proper care for dogs at a flat fee of \$75.00 per call, mileage reimbursement based

upon the then prevailing IRS rate, and any other terms in the agreement deemed appropriate by the County Manager and the County Attorney; and

NOW, THEREFORE, BE IT RESOLVED that the County Manager is hereby authorized to execute an IMA with the Town for a period from January 1, 2015 through March 31, 2016, to provide accommodations for dogs seized by the County, said IMA to be in a form approved by the County Attorney.

RESOLUTION NO. 323-15 INTRODUCED BY GOVERNMENT SERVICES COMMITTEE TO AUTHORIZE AWARD AND EXECUTE MODIFICATION AGREEMENT

WHEREAS, pursuant to Resolution No. 434-03, adopted by the Sullivan County Legislature on November 20, 2003, the County entered into a contract with New York Communications Company, Incorporated (“NYCOMCO”), to lease console equipment for the Emergency Control Center, and

WHEREAS, the initial lease expired on May 31, 2011 and a Modification Agreement to extend through May 31, 2013, was made pursuant to Resolution No. 268-11, adopted by the Sullivan County Legislature on June 16, 2011, Resolution No. 263-12, adopted by the Sullivan County Legislature on July 19, 2012, due to the replacement of current equipment and Resolution No. 215-13, adopted by the Sullivan County Legislature on May 16, 2013, continuing the lease with the replaced equipment, and

WHEREAS, an extension is required due to the pending replacement of the current equipment and the Public Safety Communication Upgrade Project through May 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute a Modification Agreement, modifying the lease of the equipment with NYCOMCO, for the term June 1, 2015 through May 31, 2017, at a cost not to exceed \$1,285.00/month, for a total not to exceed \$15,420.00, and in accordance with the written quote, dated June 1, 2015, Lease #19931SLE01, said modification to be in such form as the County Attorney shall approve.

Moved by Mr. Rouis, seconded by Mrs. LaBuda, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 324-15 INTRODUCED BY GOVERNMENT SERVICES COMMITTEE TO AUTHORIZE AWARD AND EXECUTE MODIFICATION AGREEMENT

WHEREAS, pursuant to Resolution No. 212-13, adopted by the Sullivan County Legislature on May 16, 2013, “original agreement”, the County entered into a contract with Jane Axamethy d/b/a The Bake House, on August 27, 2013, to operate the Café at the Sullivan County International Airport, and

WHEREAS, the initial contract period was for two (2) years, with an option to extend for three (3) yearly renewals through 2017, and

WHEREAS, the contract period should read, “...with an option to extend for three (3) yearly renewals through August 26, 2017, at five percent (5%) per annum increase.”, and

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute a Modification Agreement, modifying the agreement with Jane Axamethy d/b/a The Bake House, correcting the contract period language, as per Request for Proposal, R-13-01, said modification to be in such form as the County Attorney shall approve.

Moved by Mr. Rouis, seconded by Mrs. LaBuda, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 325-15 INTRODUCED BY THE PUBLIC SAFETY COMMITTEE TO AUTHORIZE THE COUNTY ATTORNEY AND COMMISSIONER OF MANAGEMENT AND BUDGET TO MODIFY THE RETAINER AGREEMENT WITH LUKAS, NACE, GUTIERREZ AND SACHS

WHEREAS, the County Attorney and Commissioner of Management and Budget entered into a Retainer Agreement with Lukas, Nace, Gutierrez and Sachs (the "Firm") on January 6, 2012, and

WHEREAS, the Firm agreed to provide legal services on behalf of the County of Sullivan ("County") with regard to negotiations with Motorola, and

WHEREAS, the Retainer Agreement was for services not to exceed \$5,000.00 without County Legislative approval, and

WHEREAS, the Retainer Agreement was modified to an amount not to exceed \$7,500.00 pursuant to Resolution No. 379-12, and

WHEREAS, it is anticipated we may incur another \$2,000.00 in costs, and

WHEREAS, it is requested the cap on the retainer be raised to \$9,500.00.

NOW, THEREFORE, BE IT RESOLVED, that the County Attorney and Commissioner of Management and Budget are hereby authorized to modify the Retainer Agreement with the Firm to extend the amount for legal fees and disbursements to \$9,500.00.

Moved by Mr. Rouis, seconded by Mrs. LaBuda, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 326-15 INTRODUCED BY THE PUBLIC SAFETY COMMITTEE TO ACCEPT A GRANT AWARDED FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES.

WHEREAS, the Division of Criminal Justice Services operates the Aid to Prosecution program which has awarded Contract # for AP15-1052-D00 to the Sullivan County District Attorney's Office, and

WHEREAS, the contract period for this grant is April 1, 2015 through September 30, 2016, and

WHEREAS, the Division of Criminal Justice Services has provided to the County of Sullivan, under the contract, the sum of \$58,200.00, and

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Manager be and is hereby authorized to execute any and all necessary documents to accept the grant award, in such form as the County Attorney shall approve.

Moved by Mr. Rouis, seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 327-15 INTRODUCED BY PLANNING, ENVIRONMENTAL MANAGEMENT AND REAL PROPERTY

COMMITTEE TO CORRECT THE 2014 TAX ROLL OF THE TOWN OF MAMAKATING FOR TAX MAP #16.-1-13.1

WHEREAS, an application dated July 20, 2015 having been filed by The County of Sullivan with respect to property assessed to said applicant on the 2014 tax roll of the Town of Mamakating Tax Map #16.-1-13.1 pursuant to Section 556 of the Real Property Tax Law to correct an unlawful entry on the taxable portion of the tax roll of the assessed valuation of real property which is wholly exempt

WHEREAS, the Director of Real Property Tax Services has duly investigated the application and filed his report dated July 20, 2015 recommending this Board approve said application; and

WHEREAS, this Board has duly examined the application and report and does find as follows:

- (a) That the application be approved because of an unlawful entry.

NOW, THEREFORE, BE IT RESOLVED, that the application be approved upon the grounds herein set forth; and

BE IT FURTHER RESOLVED, that the Chairman of the County Legislature be and he hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

BE IT FURTHER RESOLVED, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a relieved school tax, the Treasurer shall charge back such amount in accordance with law.

Moved by Mr. Sorensen, seconded by Mr. Steingart, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 328-15 INTRODUCED BY PLANNING, ENVIRONMENTAL MANAGEMENT AND REAL PROPERTY COMMITTEE TO CORRECT THE 2015 TAX ROLL OF THE TOWN OF MAMAKATING FOR TAX MAP #16.-1-13.1

WHEREAS, an application dated July 20, 2015 having been filed by The County of Sullivan with respect to property assessed to said applicant on the 2015 tax roll of the Town of Mamakating Tax Map #16.-1-13.1 pursuant to Section 556 of the Real Property Tax Law, to correct an unlawful entry on the taxable portion of the tax roll of the assessed valuation of real property which is wholly exempt

WHEREAS, the Director of Real Property Tax Services has duly investigated the application and filed his report dated July 20, 2015 recommending this Board approve said application; and

WHEREAS, this Board has duly examined the application and report and does find as follows:

- (a) That the application be approved because of an unlawful entry.

NOW, THEREFORE, BE IT RESOLVED, that the application be approved upon the grounds herein set forth; and

BE IT FURTHER RESOLVED, that the Chairman of the County Legislature be and he hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

BE IT FURTHER RESOLVED, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a relieved school tax, the Treasurer shall charge back such amount in accordance with law.

Moved by Mr. Sorensen, seconded by Mr. Steingart, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 329-15 INTRODUCED BY PLANNING, ENVIRONMENTAL MANAGEMENT AND REAL PROPERTY COMMITTEE TO CORRECT THE 2015 TAX ROLL OF THE TOWN OF MAMAKATING FOR TAX MAP #16.-1-14

WHEREAS, an application dated July 27, 2015 having been filed by The County of Sullivan with respect to property assessed to said applicant on the 2015 tax roll of the Town of Mamakating Tax Map #16.-1-14 pursuant to Section 556 of the Real Property Tax Law, to correct an unlawful entry on the taxable portion of the tax roll of the assessed valuation of real property which is wholly exempt

WHEREAS, the Director of Real Property Tax Services has duly investigated the application and filed his report dated July 28, 2015 recommending this Board approve said application; and

WHEREAS, this Board has duly examined the application and report and does find as follows:

- (a) That the application be approved because of an unlawful entry.

NOW, THEREFORE, BE IT RESOLVED, that the application be approved upon the grounds herein set forth; and

BE IT FURTHER RESOLVED, that the Chairman of the County Legislature be and he hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

BE IT FURTHER RESOLVED, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a relieved school tax, the Treasurer shall charge back such amount in accordance with law.

Moved by Mr. Sorensen, seconded by Mr. Steingart, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

**RESOLUTION NO. 330-15 INTRODUCED BY PLANNING,
ENVIRONMENTAL MANAGEMENT AND REAL PROPERTY
COMMITTEE TO CONVEY PROPERTY IN THE TOWN OF
LUMBERLAND KNOWN AS LU7.-15-8, ACQUIRED BY THE
COUNTY OF SULLIVAN BY VIRTUE OF THE IN REM TAX
FORECLOSURE PROCEEDING FOR THE 2013 LIEN YEAR.**

WHEREAS, property located in the Town of Lumberland designated on the Sullivan County Real Property Tax Map as LU7.-15-8, Class 314, being 0.23 +/- acres, located on Mohawk Trl, is owned by the County of Sullivan (formerly owned by Michael Denegres) and was included in the foreclosure of 2013 liens, but was not sold at the June, 2015 Public Auction, and

WHEREAS, Michael J Abato has offered to purchase said property for the sum of, ONE HUNDRED (\$100.00) DOLLARS, and

WHEREAS, this matter was discussed by the Real Property Advisory Board who advised it is in the best interest of the County of Sullivan to convey the parcel to Michael J Abato for ONE HUNDRED (\$100.00) DOLLARS, and

WHEREAS, the purchaser will also be responsible for the recording fees plus 10% of sale price for auctioneer's commission, plus the 2015 County/Town taxes and any other applicable charges, including but not limited to, omitted & pro rata taxes, water and sewer charges, if any, and

NOW, THEREFORE, BE IT RESOLVED, the Chairman of the Sullivan County Legislature is hereby authorized to execute the necessary documents in order to convey the aforesaid premises to Michael J Abato, upon payment of \$100.00 to the County Treasurer, plus 10% of sale price for auctioneer's commission, plus fees for the County Clerk, plus the 2015 County/Town taxes and any other applicable charges, including but not limited to, omitted & pro rata taxes, water and sewer charges, if any.

Moved by Mr. Sorensen, seconded by Mr. Steingart, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

**RESOLUTION NO.331-15 INTRODUCED BY PLANNING,
ENVIRONMENTAL MANAGEMENT AND REAL PROPERTY
COMMITTEE TO CONVEY PROPERTY IN THE TOWN OF
MAMAKATING KNOWN AS MA42.-22-6, ACQUIRED BY THE
COUNTY OF SULLIVAN BY VIRTUE OF THE IN REM TAX
FORECLOSURE PROCEEDING FOR THE 2013 LIEN YEAR.**

WHEREAS, property located in the Town of Mamakating designated on the Sullivan County Real Property Tax Map as MA42.-22-6, Class 314, being 0.23 +/- acres, located on Fern Trl, is owned by the County of Sullivan

(formerly owned by Jean-Paul Perrault) and was included in the foreclosure of 2013 liens, but was not sold at the June, 2015 Public Auction, and

WHEREAS, Robert Cordani has offered to purchase said property for the sum of, TWENTY- FIVE (\$25.00) DOLLARS, and

WHEREAS, this matter was discussed by the Real Property Advisory Board who advised it is in the best interest of the County of Sullivan to convey the parcel to Robert Cordani for TWENTY- FIVE (\$25.00) DOLLARS, and

WHEREAS, the purchaser will also be responsible for the recording fees plus 10% of sale price for auctioneer's commission, plus the 2015 County/Town taxes and any other applicable charges, including but not limited to, omitted & pro rata taxes, water and sewer charges, if any, and

NOW, THEREFORE, BE IT RESOLVED, the Chairman of the Sullivan County Legislature is hereby authorized to execute the necessary documents in order to convey the aforesaid premises to Robert Cordani, upon payment of \$25.00 to the County Treasurer, plus 10% of sale price for auctioneer's commission, plus fees for the County Clerk, plus the 2015 County/Town taxes and any other applicable charges, including but not limited to, omitted & pro rata taxes, water and sewer charges, if any.

Moved by Mr. Sorensen, seconded by Mr. Steingart, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 332-15 INTRODUCED BY EXECUTIVE COMMITTEE TO CONFIRM THE APPOINTMENT OF A MEMBER OF THE SULLIVAN COUNTY BOARD OF ETHICS

WHEREAS, pursuant to the provisions of Section 102 of Local Law Number 3 of 2013, the County Manager has appointed members to the Sullivan County Board of Ethics with various terms, and

WHEREAS, there is currently a vacancy on the on the board since July 2015(Keith Gilmour slot), and

WHEREAS, the County Manager recommends the appointment of the following employee to serve a three (3) year term:

Member	Term
Susan K. Miller	August 20, 2015- September 25, 2018

WHEREAS, the appointments to the Sullivan County Board of Ethics, by the County Manager, require confirmation by the County Legislature.

NOW, THEREFORE, BE IT RESOLVED, that the appointment listed above is hereby confirmed as set forth in Section 102 of Local Law Number 3 of 2013, to be effective on August 20, 2015.

Moved by Mrs. LaBuda seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 333-15 INTRODUCED BY EXECUTIVE COMMITTEE

RESOLUTION TO APPOINT ONE MEMBER TO THE RSVP ADVISORY COMMITTEE

WHEREAS, it is the desire to appoint Liliam Stettner to fill the vacancy of Onofrio “Chuck” Papa to the RSVP Advisory Committee, and

WHEREAS, the above appointment is to commence on the date this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby appoint the following member to the RSVP Advisory Committee, for the term to expire on the date opposite of name.

RSVP APPOINTMENT

Liliam Stettner	7/31/2018
P O Box 19	
538 Willi Hill Road	
White Sulphur Springs NY 12787	

Moved by Mrs. LaBuda seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 334-15 INTRODUCED BY EXECUTIVE COMMITTEE

RESOLUTION TO APPOINT ONE MEMBER TO THE OFFICE FOR THE AGING ADVISORY COMMITTEE

WHEREAS, it is the desire to appoint Mandell “Manny” Safer to the Office for the Aging Advisory Committee to fill the vacancy of Anne Brucher, and

WHEREAS, the above appointment is to commence on the date this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby appoint the following member to the Office for the Aging Advisory Committee, for the term to expire on the date opposite of name.

OFA APPOINTMENT:	TERM:
Mandell “Manny” Safer	7/31/2018
P O Box 444	
1072 Lake Shore Drive	
White Lake NY 12786	

Moved by Mrs. LaBuda seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 335-15 INTRODUCED BY EXECUTIVE COMMITTEE TO REAPPOINT FOUR MEMBERS TO THE RSVP ADVISORY COMMITTEE

WHEREAS, it is the desire to reappoint Laura Solomon, Marylin Toomey, Sabina Toomey and Shirley Anne Wood to the RSVP Advisory Committee, and

WHEREAS, the above reappointment is to commence on the date this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby reappoint the following members to the RSVP Advisory Committee, for the term to expire on the date opposite of name.

RSVP REAPPOINTMENT:	TERM:
Laura Solomon P O Box 313 Kiamesha Lake NY 12751	8/31/2018
Marylin Toomey 21 Wildwood Way Forestburgh NY 12777	8/31/2018
Sabina Toomey 187 Rt 48 Forestburgh NY 12777	8/31/2018
Shirley Anne Wood P O Box 65 Roscoe NY 12776	8/31/2018

Moved by Mrs. LaBuda, seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 336-15 INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE EXECUTION OF A MASTER EQUITY LEASE AGREEMENT BETWEEN THE COUNTY OF SULLIVAN AND ENTERPIRSE FM TRUST FOR THE PURPOSE OF LEASING MOTOR VEHICLES

WHEREAS, Enterprise FM Trust (“Enterprise”) operates a Fleet Management Program whereby it leases vehicles to municipalities and other corporations; and

WHEREAS, the County of Sullivan (“County”) through its Division of Public Works (“DPW”) wishes to lease vehicles for County use; and

WHEREAS, Erie 2-Chautauqua-Cattaraugus BOCES, has awarded a bid for Fleet Leasing Services and Vehicle Maintenance to Enterprise; and

WHEREAS, the County wishes to exercise its right to “piggyback” the award as an eligible political subdivision under GML Sect. 103(16);

NOW THEREFORE BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager to execute a Master Equity Lease Agreement, Maintenance Agreement and all other documents pertaining thereto for the purpose of leasing and maintaining vehicles for County use, with the following terms:

1. The term of the Agreement shall be for five years, from December 1, 2015 to November 30, 2020; and
2. The annual payment from the County to Enterprise during the five year term shall be as follows and which shall be inclusive of all lease payments and maintenance payments:
 - a. Not to exceed \$220,000.00 in Year 1;
 - b. Not to exceed \$355,000.00 in Year 2;
 - c. Not to exceed \$500,000.00 in Year 3;
 - d. Not to exceed \$640,000.00 in Year 4;
 - e. Not to exceed \$620,000.00 in Year 5.

BE IT FURTHER RESOLVED, that said Master Equity Lease Agreement, Maintenance Agreement, and all other documents pertaining thereto, be approved to form by the County Attorney's Office.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

Moved by Mr. Benson, seconded by Mrs. LaBuda, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 337-15 INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE SUBMISSION OF THE FY2015 CONSOLIDATED FUNDING APPLICATION (CFA) – UPSTATE REVITALIZATION INITIATIVE (URI) “INTENT TO PROPOSE” APPLICATION FORM

WHEREAS, The New York Upstate Revitalization Initiative (*URI*) is part of an overall program aimed at systematically revitalizing the economy of Upstate New York; and

WHEREAS, the *URI* and its \$1.5 billion of funding is one of four components being made available under Governor Andrew Cuomo's upstate economic development initiatives, which is a comprehensive effort by the Governor and Legislature to focus upon and improve the economies of upstate New York; and

WHEREAS, the following seven Regional Economic Development Councils (*REDCs*) - the Capital Region, Central New York, Finger Lakes, Mid-Hudson, Mohawk Valley, North Country, and Southern Tier are eligible to submit revitalization plans in a fifth section of their progress report that explains how they would strategically leverage half a billion dollars of state investment to support and stimulate public and private investment in the region; and

WHEREAS, three of the above *REDC* regions will be designated as “Best Plan Awardees” and will receive a total allocation of \$500 million in *URI* funds, allocated at a rate \$100 million per year for five years; and

WHEREAS, NYS Counties are eligible for inclusion as noted in the *REDC URI* material, the County of Sullivan Division of Planning and Environmental Management (*DPEM*) seeks consideration of the NY Main Street Livingston Manor Downtown Anchor project for inclusion in the *URI* plan proposed by the Mid-Hudson *REDC* via the submission of the “Intent to Propose” application form through the Consolidated Funding Application (*CFA*) electronic submission system.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, Chairman of the County Legislature, and / or their authorized representative (*as required by the funding source*) to execute any and all necessary documents to submit the *URI* “Intent to Propose” application form via the Consolidated Funding Application (*CFA*) electronic submission system; and

BE IT FURTHER RESOLVED, that should any additional paperwork or document be required as part of the effort to further the advancement of the *URI*, that the Sullivan County Legislature hereby authorizes the County Manager, and / or Chairman of the County Legislature (*as required by the funding source*) to execute said paperwork or documents, in such form as the County Attorney shall approve; and

BE IT FURTHER RESOLVED, that should the *URI* funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.

Moved by Mr. Rouis, seconded by Mr. Steingart, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 338-15 INTRODUCED BY THE EXECUTIVE COMMITTEE TO CONTRACT WITH HEALTH RESEARCH INC. (HRI) FOR EBOLA PREPAREDNESS AND RESPONSE ACTIVITIES

WHEREAS, Health Research Inc., (HRI) has been awarded a grant from the Center for Disease Control Prevention (CDC) with part of the overall project involving Ebola Preparedness and Response Activities, and

WHEREAS, Sullivan County Public Health Services is knowledgeable, qualified and experienced in the skills required for this project and is willing and capable of performing the services required, and

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be authorized to sign a contract with Health Research Inc., for the period April 1, 2015 to September 30, 2016 for a total contract amount of \$100,000, and

BE IT FURTHER RESOLVED, that said contract is contingent upon the receipt of New York State funding and will terminate when said funding ends, and

BE IT FURTHER RESOLVED, that the form of said contract be approved by the Sullivan County Department of Law.

Moved by Mr. Benson, seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 339-15 INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE A CONTRACT WITH UPP TECHNOLOGY, INC. AND SULLIVAN COUNTY

WHEREAS, the County of Sullivan, wishes to contract with UPP TECHNOLOGY, INC., ; and

WHEREAS, UPP TECHNOLOGY, INC., is a consulting business that specializes in evaluating local public health departments with certified home health agencies billing Medicare, Medicaid managed care and third party insurance plans, specializes in resolving claims denials, work flow analysis, staff training, and BILLING SPECIALIZATION; and

WHEREAS, UPP TECHNOLOGY, INC., will conduct onsite assessment, evaluation of workflow, provide training, contract evaluation of rates negotiated with managed care organizations, coding support, claims denial support, compile a comprehensive training Plan for the billing department, and issue a comprehensive billing manual; (See Appendix A of Master Services Agreement); and

WHEREAS, Sullivan County Public Health Services is the local public health authority that wishes to utilize the services of UPP TECHNOLOGY, INC. to ensure that its department is maximizing revenue, to provide support and training for billing staff, and assist the department in preparing for current and upcoming billing changes required by Medicare, Medicaid managed care, and the private insurance industry; and

WHEREAS, the contract will be in accordance with applicable HIPAA standards and confidentiality laws; and

WHEREAS, the contract shall commence September 1, 2015 and services be completed by April 30, 2016 according to APPENDIX A of the Master Services Agreement (attached);

NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Legislature authorizes the County Manager to contract with UPP TECHNOLOGY, INC. for consulting and billing evaluation services,

BE IT FURTHER RESOLVED, the form of said contract shall be approved by the Sullivan County Attorney's Office.

Moved by Mr. Sorensen, seconded by Mr. Rouis, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent, unanimously carried and declared duly adopted on motion August 20, 2015.

RESOLUTION NO. 340-15 INTRODUCED BY EXECUTIVE COMMITTEE

RESOLUTION TO AUTHORIZE AWARD AND EXECUTE AGREEMENTS

WHEREAS, a Request for Information, RFI-15-21, was issued for assistance with the County's HEAP Application process, and

WHEREAS, the following proposals were received at the following application rates,

PROPOSER	FEES
1. Community Action Commission to Help the Economy and additional for home visit	\$15.00/application \$4.00/application
2. Sullivan County Federation for the Homeless with no more applications/week	\$25.00/application than five (5)
3. Action Toward Independence, Incorporated	\$20.00/application
4. Independent Living, Inc.	\$15.00/application

WHEREAS, the Sullivan County Division of Family Services, has approved said fees and recommends that contracts be executed.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute Agreements with the above proposers, at the fees noted above, in accordance with Request for Information proposal, RFI-15-21, said contracts to be in such form as the County Attorney shall approve.

Moved by Mr. Benson, seconded by Mr. Sorensen, put to a vote with Ms. Vetter, Mrs. Gieger and Mrs. Edwards absent and Mrs. LaBuda abstaining, unanimously carried and declared duly adopted on motion August 20, 2015.

Recognition of Legislators

None

There being no further business, Mrs. LaBuda moved to adjourn, seconded by Mr. Rouis subject to the call of the Chairman. The full board meeting was adjourned at 2:26PM.

AnnMarie Martin, Clerk to the Legislature

County of Sullivan for the period: Apr-15 through 6/31/2015

Cash Statement for Taxes Collected Pursuant to Article 11

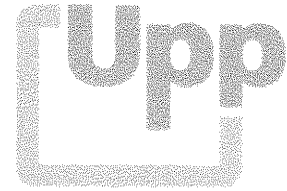
DISTRIBUTION STATEMENT: Columns 1 through 5: The taxes collected shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and to correct errors are recorded in columns 3 and 4 respectively.

Authority for these additions and deductions is given by the orders of the Tax Department noted on the bottom of this part.

CREDIT STATEMENT: Column 6: This column is the net amount due each tax district, for which the County of Sullivan shall issue its warrants.

1 Tax Districts	2 Taxes Collected	3 Additions*	4 Deductions*	5 Amount of "Taxes Collected" as adjusted and corrected	6 Net Amount due each tax district
Town of Bethel	\$ 29,390.47		\$ 17,314.39	\$ 12,076.08	\$ 11,706.06
Town of Callicoon	\$ 6,741.50			\$ 6,741.50	\$ 6,534.93
Town of Cochecton	\$ 3,109.00			\$ 3,109.00	\$ 3,013.74
Town of Delaware	\$ 7,826.50			\$ 7,826.50	\$ 7,586.69
Town of Fallsburg	\$ 47,101.55			\$ 47,101.55	\$ 45,658.32
Town of Forestburgh	\$ 5,033.50			\$ 5,033.50	\$ 4,879.27
Town of Fremont	\$ 4,485.00			\$ 4,485.00	\$ 4,347.58
Town of Highland	\$ 7,908.50			\$ 7,908.50	\$ 7,666.18
Town of Liberty	\$ 44,267.87			\$ 44,267.87	\$ 42,911.47
Town of Lumberland	\$ 15,556.00	\$ 17,314.39		\$ 32,870.39	\$ 31,863.22
Town of Mamakating	\$ 32,603.60			\$ 32,603.60	\$ 31,604.60
Town of Neversink	\$ 22,343.00			\$ 22,343.00	\$ 21,658.39
Town of Rockland	\$ 10,732.00			\$ 10,732.00	\$ 10,403.16
Town of Thompson	\$ 212,324.00			\$ 212,324.00	\$ 205,818.24
Town of Tusten	\$ 10,389.53			\$ 10,389.53	\$ 10,071.19
Rate:	\$ 0.969359261				
Total tax districts: 15					
TOTALS:	\$ 459,812.02	\$ 17,314.39	\$ 17,314.39	\$ 459,812.02	\$ 445,723.04

*see refund, adjustment, and special adjustment orders of Commissioner of Taxation and Finance, case numbers: 306685, 306686



MASTER SERVICES AGREEMENT

**SULLIVAN COUNTY PUBLIC HEALTH SERVICES
AND
UPP TECHNOLOGY, INC.**

August 14th, 2015

Upp Technology, Inc.

**UPP TECHNOLOGY, INC.
MASTER SERVICES AGREEMENT FOR CONSULTING SERVICES**

This Agreement between Upp Technology Inc. (hereinafter, "UPP"), having its principal place of business at 3075 Highland Parkway, Downers Grove, Illinois 60515 and Sullivan County Public Health Services (hereinafter, "CLIENT") having its principal place of business at 50 Community Lane, Liberty, NY 12754 shall become effective on the date of signing.

1.0 WORK STATEMENT

UPP shall provide the services (hereinafter, "Services") as described in Appendix A of this Agreement. Services will be provided by UPP in accordance with and subject to the terms and conditions stated in this Agreement and as specified in written supplements to this Agreement signed by both UPP and CLIENT. Services to be provided by UPP under this Agreement shall proceed with promptness and diligence and shall be executed to CLIENT's satisfaction. From time to time, CLIENT and Upp may, by mutual agreement, add additional Attachment A documents to this Agreement. Each individual Attachment A will remain in effect until terminated through other provisions in this Agreement.

2.0 PERSONNEL

UPP shall provide to CLIENT during the Term the necessary consultants to perform the duties and responsibilities set forth in Appendix A.

3.0 TERM

The Term of this Agreement shall commence and conclude on the dates set forth in Appendix A except as otherwise provided.

4.0 FEES AND EXPENSES

4.1 During the Term, CLIENT shall pay UPP fees for the Services provided by it hereunder in accordance with rates set forth in Appendix A.

4.2 UPP shall provide CLIENT with invoices and such other supporting documentation as CLIENT may reasonably request for each billing period in which UPP personnel shall have provided Services to CLIENT. CLIENT shall pay amounts due within thirty (30) days after receipt of invoice.

4.3 All expenses related to performing Services at CLIENT locations are included in the rates quoted in Appendix A.

5.0 REPRESENTATIONS

UPP represents and warrants to CLIENT that:

5.1 UPP personnel are under contractual obligation to UPP and as such are considered full-time employees.

5.2 UPP status shall be that of an independent contractor and not that of a servant, agent, or employee of CLIENT. Furthermore, no employee of UPP shall be regarded as an employee of CLIENT for any purpose, including tax purposes.

5.3 UPP shall cause its employees and agents to observe the working rules and security regulations, and holiday schedules of CLIENT while working on CLIENT premises and to

Upp Technology, Inc.

perform their respective duties in a manner which does not interfere with CLIENT's business and operations.

5.4 UPP shall secure any licenses and/or permits required for the proper performance of services, paying the fees therefore, and shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the services and of all equipment and supplies used in connection therewith.

5.5 When work is performed on CLIENT premises, UPP agrees to carry at UPP's own expense Workmen's Compensation and Employee's Liability Insurance, General Liability (including Contractual Liability and Products Liability/Completed Operations) Insurance, and Auto Liability Insurance in amounts no less than \$500,000 per occurrence. Insurance certificates of such coverage shall be submitted to CLIENT Purchasing Agent upon request of the CLIENT.

5.6 UPP agrees to abide by applicable federal, state, and municipal safety and health laws and any regulations pursuant thereto.

5.7 CLIENT is not responsible for the payment of employer-related taxes including, but not limited to, FICA, unemployment taxes, state and federal income tax withholding payments.

6.0 NO EMPLOYMENT OFFERS

Other than by the options permitted in this Agreement, during the Term and for a period of twelve (12) months thereafter neither UPP nor CLIENT shall offer employment to, employ or enter into contractual agreements with any person who is an employee of the other. In the event CLIENT hires an employee of UPP, CLIENT agrees to pay a fee equal to 50% of the first year's annual salary.

7.0 CUSTOMER POLICIES

UPP shall cause its personnel to comply with all the regulations and policies of CLIENT while on the premises of CLIENT.

8.0 CONFIDENTIAL INFORMATION

It may be necessary for CLIENT to disclose to UPP confidential and proprietary information of CLIENT. UPP hereby agrees that from and after the date hereof it shall maintain and cause to be maintained the confidentiality of all the confidential and proprietary information of CLIENT obtained by UPP from CLIENT in connection with this Agreement. Upon the termination of the Term, UPP shall return to CLIENT all documents, work papers, and other materials obtained from CLIENT in connection with the services performed under this Agreement.

9.0 PERSONNEL REPLACEMENT

9.1 In the event any individual shall demonstrate that he is not qualified to perform, or if for any other reason CLIENT is dissatisfied with any individual, CLIENT shall notify UPP of such fact, and if requested by CLIENT such individual shall be removed.

9.2 In the event that UPP has been requested to remove an individual as provided above, or in the event that any individual for any other reason ceases performing the services required of him or any individual ceases being employed by UPP for any reason, UPP shall have the first right to provide a replacement individual acceptable to CLIENT.

9.3 In the event UPP determines it necessary to remove and replace any of the UPP personnel in order to duly perform its obligations hereunder, UPP shall replace such consultant with another

consultant satisfactory to CLIENT and shall ensure a smooth transition of the responsibilities and duties to such consultant.

10.0 TITLE TO PROPERTY

10.1 All applicable software developed by UPP pursuant to the Agreement is the property of CLIENT.

10.2 All original written materials, including programs, tapes, listings, and other programming documentation prepared under this Agreement, remain property of CLIENT, and may be modified or added to in any manner that CLIENT deems appropriate.

10.3 The ideas, concepts, techniques, inventions, discoveries, and improvements developed during the term remain property of CLIENT, and may be modified or added to in any manner that CLIENT deems appropriate.

11.0 RIGHT TO AUDIT

UPP shall maintain complete records of all costs reimbursable by CLIENT under this Agreement. All such records shall be maintained in accordance with recognized accounting practices. CLIENT shall have the right, through its accredited representative, to examine such records at all reasonable times.

12.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original by all of such together shall constitute one and the same instrument.

13.0 MODIFICATION

This Agreement may not be modified or amended except by an instrument in writing signed by each of the parties hereto.

14.0 SEVERABILITY

If any provision, or portion thereof, of this Agreement is invalid under applicable statute or rule of law, it is only to that extent to be deemed omitted.

15.0 NONWAIVER

The failure of CLIENT to insist or enforce, in any instance, strict performance by UPP or any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such term or right on any future occasion.

16.0 TERMINATION

Either party may terminate this agreement upon 30 days written notice to the other party. Once notice has been provided, UPP shall immediately cease all activity under the contract and provide CLIENT with the current status of any active projects.

17.0 ENTIRE AGREEMENT

This Agreement, along with the standard purchase order provisions, constitutes the entire agreement between CLIENT and UPP with respect to the subject matter hereof and shall not be amended or modified without specific written provision to that effect, signed by both parties. No oral statement of any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.

18.0 GOVERNING LAWS

This Agreement shall be construed in accordance with the laws of the State of New York. All actions arising out of the Agreement shall be brought in Sullivan County, New York.

19.0 HEADINGS

The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this contract either personally or by duly authorized agents as of the day and year first above written.

Upp Technology, Inc.

Sullivan County Public Health Services

Debra Upp

Joshua Potosek

COO

County Manager

TITLE

TITLE

DATE

DATE

Upp Technology, Inc.

APPENDIX A

- I. This Appendix A and following attachment is a part of the Master Services Agreement dated **September 1st, 2015** and is included in the Agreement by reference.
- II. Services. Under this Appendix A, UPP will provide Services to CLIENT in the form of a healthcare consulting resource for the role of CONSULTANT-BILLING SPECIALIST performing at the UPP's direction.
- III. Work shall be performed either onsite at CLIENT'S offices, or offsite as needed. CLIENT will provide Consultant with workspace, computing resources, network access and all other resources required to perform Services.
- III. The rate for services is listed below. The term of this agreement will commence upon execution and conclude twelve (12) months unless extended, in writing, by mutual agreement.

Consulting Services				
Service	Description	Unit Price	Units	Total
<input checked="" type="checkbox"/>	Phase 1: Assessment	On-site assessment to evaluate work flow, policy and training	\$125 hourly	8 hours \$1,000
<input checked="" type="checkbox"/>	Phase 1: Assessment	Expected Travel Expenses	\$800 Flat Fee	One-time \$800
<input checked="" type="checkbox"/>	Phase 2: Project Management	Technical Assistance, Coding support, Denial support, Training Plan	\$125 hourly	20 hours \$2,500
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<input checked="" type="checkbox"/>	Phase 3: Deliverables	Final Report/Billing Manual	\$125 hourly	5hrs or less \$625
Totals:				\$8,675

- IV. UPP shall provide CLIENT an invoice and any supporting documents on a monthly basis. CLIENT shall pay amounts due within thirty (30) days after receipt of invoice.
- V. UPP provides CLIENT a guarantee that if, in the first ten days from the commencement date in paragraph V above, CLIENT determines consultant is not performing to the standards represented UPP agrees to waive the fee for Services for the given 10-day period and to provide replacement candidate for same hourly rate or less.
- VI. CLIENT may terminate Services provided under this Appendix A by giving 30 days' notice to Upp.

Upp Technology, Inc.

Sullivan County Public Health Services

Debra Upp

Joshua Potosek

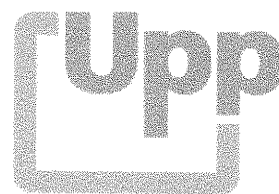
COO
TITLE

County Manager
TITLE

DATE

DATE

Upp Technology, Inc.



MASTER SERVICES AGREEMENT

**SULLIVAN COUNTY PUBLIC HEALTH SERVICES
AND
UPP TECHNOLOGY, INC.**

August 14th, 2015

Upp Technology, Inc.

**UPP TECHNOLOGY, INC.
MASTER SERVICES AGREEMENT FOR CONSULTING SERVICES**

This Agreement between Upp Technology Inc. (hereinafter, "UPP"), having its principal place of business at 3075 Highland Parkway, Downers Grove, Illinois 60515 and Sullivan County Public Health Services (hereinafter, "CLIENT") having its principal place of business at 50 Community Lane, Liberty, NY 12754 shall become effective on the date of signing.

1.0 WORK STATEMENT

UPP shall provide the services (hereinafter, "Services") as described in Appendix A of this Agreement. Services will be provided by UPP in accordance with and subject to the terms and conditions stated in this Agreement and as specified in written supplements to this Agreement signed by both UPP and CLIENT. Services to be provided by UPP under this Agreement shall proceed with promptness and diligence and shall be executed to CLIENT's satisfaction. From time to time, CLIENT and Upp may, by mutual agreement, add additional Attachment A documents to this Agreement. Each individual Attachment A will remain in effect until terminated through other provisions in this Agreement.

2.0 PERSONNEL

UPP shall provide to CLIENT during the Term the necessary consultants to perform the duties and responsibilities set forth in Appendix A.

3.0 TERM

The Term of this Agreement shall commence and conclude on the dates set forth in Appendix A except as otherwise provided.

4.0 FEES AND EXPENSES

4.1 During the Term, CLIENT shall pay UPP fees for the Services provided by it hereunder in accordance with rates set forth in Appendix A.

4.2 UPP shall provide CLIENT with invoices and such other supporting documentation as CLIENT may reasonably request for each billing period in which UPP personnel shall have provided Services to CLIENT. CLIENT shall pay amounts due within thirty (30) days after receipt of invoice.

4.3 All expenses related to performing Services at CLIENT locations are included in the rates quoted in Appendix A.

5.0 REPRESENTATIONS

UPP represents and warrants to CLIENT that:

5.1 UPP personnel are under contractual obligation to UPP and as such are considered full-time employees.

5.2 UPP status shall be that of an independent contractor and not that of a servant, agent, or employee of CLIENT. Furthermore, no employee of UPP shall be regarded as an employee of CLIENT for any purpose, including tax purposes.

5.3 UPP shall cause its employees and agents to observe the working rules and security regulations, and holiday schedules of CLIENT while working on CLIENT premises and to

Upp Technology, Inc.

perform their respective duties in a manner which does not interfere with CLIENT's business and operations.

5.4 UPP shall secure any licenses and/or permits required for the proper performance of services, paying the fees therefore, and shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the services and of all equipment and supplies used in connection therewith.

5.5 When work is performed on CLIENT premises, UPP agrees to carry at UPP's own expense Workmen's Compensation and Employee's Liability Insurance, General Liability (including Contractual Liability and Products Liability/Completed Operations) Insurance, and Auto Liability Insurance in amounts no less than \$500,000 per occurrence. Insurance certificates of such coverage shall be submitted to CLIENT Purchasing Agent upon request of the CLIENT.

5.6 UPP agrees to abide by applicable federal, state, and municipal safety and health laws and any regulations pursuant thereto.

5.7 CLIENT is not responsible for the payment of employer-related taxes including, but not limited to, FICA, unemployment taxes, state and federal income tax withholding payments.

6.0 NO EMPLOYMENT OFFERS

Other than by the options permitted in this Agreement, during the Term and for a period of twelve (12) months thereafter neither UPP nor CLIENT shall offer employment to, employ or enter into contractual agreements with any person who is an employee of the other. In the event CLIENT hires an employee of UPP, CLIENT agrees to pay a fee equal to 50% of the first year's annual salary.

7.0 CUSTOMER POLICIES

UPP shall cause its personnel to comply with all the regulations and policies of CLIENT while on the premises of CLIENT.

8.0 CONFIDENTIAL INFORMATION

It may be necessary for CLIENT to disclose to UPP confidential and proprietary information of CLIENT. UPP hereby agrees that from and after the date hereof it shall maintain and cause to be maintained the confidentiality of all the confidential and proprietary information of CLIENT obtained by UPP from CLIENT in connection with this Agreement. Upon the termination of the Term, UPP shall return to CLIENT all documents, work papers, and other materials obtained from CLIENT in connection with the services performed under this Agreement.

9.0 PERSONNEL REPLACEMENT

9.1 In the event any individual shall demonstrate that he is not qualified to perform, or if for any other reason CLIENT is dissatisfied with any individual, CLIENT shall notify UPP of such fact, and if requested by CLIENT such individual shall be removed.

9.2 In the event that UPP has been requested to remove an individual as provided above, or in the event that any individual for any other reason ceases performing the services required of him or any individual ceases being employed by UPP for any reason, UPP shall have the first right to provide a replacement individual acceptable to CLIENT.

9.3 In the event UPP determines it necessary to remove and replace any of the UPP personnel in order to duly perform its obligations hereunder, UPP shall replace such consultant with another

consultant satisfactory to CLIENT and shall ensure a smooth transition of the responsibilities and duties to such consultant.

10.0 TITLE TO PROPERTY

10.1 All applicable software developed by UPP pursuant to the Agreement is the property of CLIENT.

10.2 All original written materials, including programs, tapes, listings, and other programming documentation prepared under this Agreement, remain property of CLIENT, and may be modified or added to in any manner that CLIENT deems appropriate.

10.3 The ideas, concepts, techniques, inventions, discoveries, and improvements developed during the term remain property of CLIENT, and may be modified or added to in any manner that CLIENT deems appropriate.

11.0 RIGHT TO AUDIT

UPP shall maintain complete records of all costs reimbursable by CLIENT under this Agreement. All such records shall be maintained in accordance with recognized accounting practices. CLIENT shall have the right, through its accredited representative, to examine such records at all reasonable times.

12.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original by all of such together shall constitute one and the same instrument.

13.0 MODIFICATION

This Agreement may not be modified or amended except by an instrument in writing signed by each of the parties hereto.

14.0 SEVERABILITY

If any provision, or portion thereof, of this Agreement is invalid under applicable statute or rule of law, it is only to that extent to be deemed omitted.

15.0 NONWAIVER

The failure of CLIENT to insist or enforce, in any instance, strict performance by UPP or any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such term or right on any future occasion.

16.0 TERMINATION

Either party may terminate this agreement upon 30 days written notice to the other party. Once notice has been provided, UPP shall immediately cease all activity under the contract and provide CLIENT with the current status of any active projects.

17.0 ENTIRE AGREEMENT

This Agreement, along with the standard purchase order provisions, constitutes the entire agreement between CLIENT and UPP with respect to the subject matter hereof and shall not be amended or modified without specific written provision to that effect, signed by both parties. No oral statement of any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.

18.0 GOVERNING LAWS

This Agreement shall be construed in accordance with the laws of the State of New York. All actions arising out of the Agreement shall be brought in Sullivan County, New York.

19.0 HEADINGS

The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this contract either personally or by duly authorized agents as of the day and year first above written.

Upp Technology, Inc.

Sullivan County Public Health Services

Debra Upp _____

Joshua Potosek _____

COO
TITLE _____

County Manager
TITLE _____

DATE _____

DATE _____

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