



State of New York
County of Broome Government Offices

Office of the Broome County Executive
Jason T. Garnar, County Executive

January 10, 2022

Town of Windsor
124 Main St.
Windsor, NY 13865

Re: Contract Renewal – dog control services
CA 975-3-3P

Dear Contractor:

By Permanent Resolution No. 522, duly adopted on 12/16/21, the Broome County Legislature has authorized the undersigned to forward to you this letter agreement for the purpose of renewing the previous agreement between the parties dated 3/3/17, for an additional six-year term from the date upon which the previous agreement would have terminated. All terms and conditions of the above agreement shall remain in full force and effect, with the following exceptions:

- A. Said agreement shall be modified to provide for a substitution of the sum not to exceed \$9,238.30, for the term 1/1/22-12/31/22. The fee for the term 2023-2027 shall be adjusted annually in accordance with the CPI of June of the previous year.
- B. Said agreement shall be modified to provide for a substitution of the term 1/1/22-12/31/27, for the previous term.
- C. Said agreement shall be modified to provide for the substitution of the attached insurance requirements for the previous set.

If you are in agreement with the terms of this letter, please execute where indicated, in the lower left-hand corner of the letter, and return the original to the Broome County Law Department, Edwin L. Crawford County Office Building, P. O. Box 1766, Binghamton, New York, 13902. An extra copy is enclosed herewith for your records.

Enc.
ACCEPTED:
TOWN OF WINDSOR

By _____
Title _____
Date _____

Very truly yours,

MICHAEL A. PONTICIELLO
Deputy County Executive

Intro No. 45
Date 12/16/2021
Reviewed by [Signature]
Co. Attorney [Signature]
Date 12/20/21

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2021-522
Date Adopted 12/16/2021
Effective Date 12/20/21

Sponsored by: Public Safety & Emergency Services and Finance Committees.

Seconded by: Hon. Scott D. Baker

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENTS WITH THE CITY OF BINGHAMTON AND VARIOUS BROOME COUNTY TOWNS FOR DOG SHELTER SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS DIVISION OF SECURITY FOR 2022-2027

WHEREAS, this County Legislature, by Resolution 462 of 2016 authorized renewal of agreements with the City of Binghamton and various Broome County Towns for dog shelter services at the Front Street Dog Shelter for the Department of Public Works Division of Security with revenue from impoundment fees, participating municipalities' Section III rebate of licensing fees, and adoption fees, plus the City of Binghamton and the participating Towns paying an annual fee to the County for the period January 1, 2017 through December 31, 2021, and

WHEREAS, said agreements expire by their terms on December 31, 2021, and it is desired at this time to renew said agreements with the 2022 annual fee and each annual fee adjusted annually thereafter in accordance with the CPI of June the previous year for the period January 1, 2022 through December 31, 2027, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreements with the City of Binghamton and various Broome County Towns for dog shelter services for the Department of Public Works Division of Security for the period January 1, 2022 through December 31, 2027, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall retain all impoundment fees as set by the Legislature and collected by the Shelter, all adoption fees collected by the Shelter and the City of Binghamton and the Towns of Barker, Chenango, Conklin, Dickinson, Fenton, Kirkwood, Nanticoke, Union and Windsor shall pay the County an annual fee for 2022 as follows:

<u>Municipality</u>	<u>2022</u>
Barker	\$ 3,949.60
Chenango	\$16,454.84
Conklin	\$ 8,534.89
Dickinson	\$ 7,672.00
Fenton	\$ 9,941.71
Kirkwood	\$ 8,125.29
Nanticoke	\$ 2,589.74
Union	\$60,776.39
Windsor	\$ 9,238.30
City of Binghamton	\$63,578.02

and be it

Intro No 45
Date 12/16/2021
Reviewed by
Co. Attorney _____
Date _____

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2021-522
Date Adopted 12/16/2021
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FURTHER RESOLVED, that the fee for 2022-2027 for the City of Binghamton and the Towns of Barker, Chenango, Conklin, Dickinson, Fenton, Kirkwood, Nanfcoke, Union, and Windsor shall be adjusted annually thereafter in accordance with the CPI of June of the previous year, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to budget line 22000103.5000187.1010 (Reimbursement Animal Shelter), and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

COUNTY OF BROOME)
STATE OF NEW YORK)

I, the undersigned, Deputy Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 16th day of December, 2021, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 17th day of December, 2021.

Date sent to County Executive December 17, 2021.

Approved [Signature]
County Executive

[Signature]
Deputy Clerk, County Legislature
County of Broome

Date 12/20, 2021

Risk Management & Insurance Specifications

Project Description or Contract Number	Dog Shelter Services – CA 975-3-3P, 5-year term, 1/1/2022 – 12/31/2026	
Date Issued	December 22, 2021	
Vendor name (“Contractor”)	Town of Windsor	
County Department	DPW – Security	Brian Norris

Please read these specifications very carefully. These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County’s waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be “occurrence basis”.
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A–:VII” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off) OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County’s option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

Coverage Type	Minimum Limits
Commercial General Liability (CGL) including: <input type="checkbox"/> Products & completed operations shall not be excluded. <input type="checkbox"/> Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. <input type="checkbox"/> Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)	\$1,000,000 / \$2,000,000 Per occurrence / minimum annual aggregate limit
Automobile Liability (Comprehensive Form) Must cover owned, non-owned and hired vehicles	\$1,000,000 Combined Single Limit
Workers' Compensation and Employer's Liability See #3 <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked	Statutory amount / \$100,000
Disability Insurance See #4 <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked	Statutory limits

1. The certificate face shall:

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless thirty (30) days prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation

2. Proof of Workers' Compensation Coverage must be provided on NYS issued WCB form C-105.2 or U-26.3. Exemption should be provided on CE-200

3. Proof of Disability Coverage must be provided on NYS issued WCB form DB-120.1 or DB820/829 or DB-155. Exemption should be provided on CE-200

4. The Additional Insured & Certificate Holder should read:

County of Broome
Attn: Office of Risk & Insurance Management
 PO Box 1766
 Binghamton, NY 13902-1766

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Part IV Safety

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a different vendor.