



AGENDA
GOVERNMENT OPERATIONS COMMITTEE
Thursday, April 9, 2020, – 5:30PM
Live Streamed

CALL TO ORDER: By Hon. Ryan Foley, Chair

MEMBERS: Legislators Tricia Kerr, Timothy Lattimore, Christopher Petrus, Paul Pinckney, Charlie Ripley, and Ben Vitale (Vice Chair)

MINUTES TO APPROVE: March 12, 2019

APPOINTMENTS: none

DEPARTMENT UPDATES FOR COMMITTEE:

Cherl Heary and Katie Lacey (Board of Elections) – no update

Sheila Smith (Clerk of the Legislature) – no updates

Christopher Palermo (County Attorney) – no updates

Susan Dwyer (County Clerk) – no updates

Paul Bornemann (Information Technology) –

- IT efforts have been focused on deployment of technology to enable county staff to work remotely:
 - 60 laptops/notebooks were configured and deployed over 10 days
 - 46 iphone deployments/replacements completed
 - Over 130 staff members have received instruction on remote work skills such as connecting to the county from home and 8x8 phone / conferencing using the application on their laptop or cell phone
 - Connected the Nursing Home to support County Health Dept
 - Mental Health – TelePsych roll out & training
 - NYS Courts – implementing Skype for Business access to the courts (DA, DSS/CPS, Assigned Council, Jail)
 - Jail – Telemedicine iPads
 - 911 – Dual center video conference
 - Over the last 30 days IT has upgraded our Exchange Servers to a current version this will be complete when the old Exchange servers are fully removed from the environment.
 - COVID response hotline was created in the 8x8 system replacing the Mitel phone bank
 - addressing current capacity limitations to support remote workforce
 - PSB upgrade dedicated FIBER service from 100mbps to 300mbps
 - COB upgrade from unreliable FIOS to dedicated FIBER 600mbps (retain low cost FIOS as backup)
- 8x8 Phone system deployment – as outlined above adapted to support county response
 - Next step is replacement of desk phones – schedule tbd
- DSS/CPS – Northwood Application Implementation completed
- Munis Upgrade Project Options

Note: Many staff in the county have limited internet / cellular capability at home which reduces the effectiveness of remote work efforts

Jessica Strassle (Veterans) – NO UPDATES

RESOLUTIONS:

INFORMATION TECHNOLOGY:

4-20-GO-1 Authorizing the Chair of the Cayuga County Legislature to enter into an agreement with Momentum Telecom for the procurement of internet services for Cayuga County

BOARD OF ELECTIONS:

4-20-GO-2 Authorizing the Chairman of the Legislature and the Commissioners of the Cayuga County Board of Elections to sign contracts for ShoeBox Grants for the Board of Elections

4-20-GO-3 Authorizing the Chairman of the Legislature and the Commissioners of the Cayuga County Board of Elections to sign contracts for Voter Education/Poll Worker training for the Board of Elections

ADJOURNMENT: Thursday, May 14, 2020 at 5:30PM

If you have a disability and need accommodations, please call the Clerk of the Legislature's Office at 253-1308 at least 48 hours before the scheduled meeting to advise what accommodations will be necessary.

4-20-GO-1

RESOLUTION NO. _____ 4/28/20 IT Auth Contract Momentum Telecom

AUTHORIZING THE CHAIR OF THE CAYUGA COUNTY LEGISLATURE TO ENTER INTO AN AGREEMENT WITH MOMENTUM TELECOM FOR THE PROCURMENT OF INTERNET SERVICES FOR CAYUGA COUNTY

BY: Hon. Ryan Foley, Chair, Government Operations
Hon. Christopher Petrus, Chair, Ways & Means

WHEREAS, the county’s current Verizon FIOS internet service at the county office building does not provide sustained performance, in that this connection experiences periodic congestion due to it being a non-dedicated circuit; and

WHEREAS, to support the need increased remote access to county network resources and the anticipated increased demand for secure internet application and data services; and

WHEREAS, there are sufficient monies available in the Internet Services line of the 2020 IT budget line to support the purchase; and

WHEREAS, the monthly cost of a 36-month contract with MOMENTUM TELECOM for 600mbps dedicated fiber internet services with /26 IP address block is \$1,455, with a one time installation fee of \$500; therefore be it

RESOLVED, that the Chair of the Cayuga County Legislature is hereby authorized to enter into a 36-month contract with MOMENTUM at an annual cost not to exceed \$18,000.00.

Government Operations Committee

Ways & Means Committee

Ryan Foley, Chair

Christopher Petrus, Chair

Tricia Kerr

Keith Batman

Timothy Lattimore

Elane Daly

Chris Petrus

Andy Dennison

Paul Pinckney

Ryan Foley

Charlie Ripley

Benjamin Vitale

Benjamin Vitale

Tucker Whitman

Co. Atty: _____

Circuit Service Order for

Cayuga County

Prepared by:
Michael Hallet
michael.hallet@momentumtelecom.com
(720) 379-1492
March 30, 2020

Momentum Telecom Enterprise Service Order

Customer: Cayuga County

Location Summary	One-Time	Monthly
Cayuga County - 160 Genessee St. Auburn, NY	\$500.00	\$1,455.00
Total	\$500.00	\$1,455.00

Quote prepared on 3/30/2020
Pricing is valid for 30 days.

Service Address: Cayuga County - 160 Genessee St. Auburn, NY

Term (months) : 36

Item	Qty	Each		Extended	
		One-Time	Monthly	One-Time	Monthly
Circuit Activation Fee	1	\$500.00	\$0.00	\$500.00	\$0.00
/26 IP Block - 61 Usable IPv4	1	\$0.00	\$150.00	\$0.00	\$150.00
Internet Access 600 MB	1	\$0.00	\$1,305.00	\$0.00	\$1,305.00
Total				\$500.00	\$1,455.00

Circuit Order Notes (If Applicable):

Momentum will make a best effort to install the Service at the desired location/suite. If the Service is installed in the MPOE the Customer will be responsible for the extension of the demarcation from the MPOE to the Customer premises. At Customer's discretion, Momentum will extend the demarcation for a billable installation charge in addition to any other installation charges. All Internet orders will include a /30 IP block. Any additional IP addresses required may have an additional charge. The Term for this Customer Service Order ("CSO") will start upon the installation of the service and Customer activation notification and continue for the duration of the CSO Term as set forth above. The entire Term of this CSO must be serviced at the location referenced on this CSO, unless otherwise agreed upon by the parties. By signing this CSO, Customer accepts the service with the rates and terms commitment set forth herein and acknowledges that the services are being provided by Momentum pursuant to the Master Service Agreement.

CSO can be terminated without penalty if there is network construction required, that results in an additional charge to the Customer.

Cayuga County

Momentum Telecom, Inc.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax ID #: _____

Email: _____

Master Service Agreement

This Master Service Agreement (this "Agreement") is made as of the date of last execution below (the "Effective Date"), by and between Momentum Telecom, Inc. ("Momentum"), and Cayuga County located at _____ ("Customer").

1. **Services.** Customer agrees to purchase from Momentum and Momentum agrees to provide Services as specified in one or more Customer Service Orders ("CSOs") annexed to this Agreement and subject to the terms and conditions in this Agreement (the "Services").
2. **Term.** The term of this Agreement shall commence on the Effective Date and continue for thirty-six (36) months, and shall then automatically renew for successive one-year periods, unless either party gives written notice to the other party of non-renewal at least 90 days before the end of the applicable term. Should Customer cancel or terminate a CSO after execution other than as set forth above, Customer shall be obligated to pay Momentum a termination fee equal to the monthly recurring charge (MRC) multiplied by the number of months remaining in the term of the agreement plus the installation fee (NRC). Notwithstanding anything to the contrary contained in this Agreement or otherwise, in no case shall this Agreement terminate if there are any outstanding CSOs that will not be terminated contemporaneously with the termination of this Agreement. If notice of termination of this Agreement is timely provided but there are outstanding CSOs at the time this Agreement would terminate, this Agreement shall remain in effect until expiration of all CSOs (in accordance with the termination provisions of the respective CSOs) and then shall automatically terminate. Unless one of the parties provides written notice of termination to the other party on or before ninety (90) days prior to the expiration of the Initial Term of any CSO, the term of such CSO shall automatically continue in full force for successive one year terms.
3. **Payment Terms and Charges.** All Monthly Recurring Charges (as specified on the outstanding CSOs) are due and payable 30 days from receipt, and the Initial Payment (as specified on the outstanding CSOs) are due and payable on the date Customer executes the applicable CSO, (in each case, the "Due Date").
4. **Portability Clause.** After 12 months of service, Customer can request to move the circuit within the same metro area. To the extent it is commercially practicable (in Momentum's sole discretion) to do so, Momentum shall move the circuit, subject to the parties executing a revised CSO setting forth the terms of service at the new location (including, as applicable, the payment by Customer of all costs incurred in such relocation).
5. **Service Level Agreement (SLA).** Momentum will provide the Customer with a Service Level Agreement (SLA) for each CSO as it relates to that specific order.
6. **Default and Termination.** A "Customer Default" shall occur if Customer (a) fails to make payment as required under this Agreement and such failure remains uncorrected for 24 hours after the Due Date; (b) fails to perform or observe any material term or obligation contained in this Agreement or under any CSO; or (c) uses the Services for any unlawful purpose or in any unlawful manner, or in any way that is threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another's privacy, or violates Carrier's Acceptable Use Policy. In the event of a Customer Default, Momentum shall have the right (without any liability, and in its sole discretion) to (i) immediately suspend and/or terminate any or all Services being provided to Customer without notice to Customer if Customer's actions cause a material adverse effect on the carrier's network (e.g., denial of service attack) and/or (ii) terminate this Agreement. If the Customer Default is not materially affecting the carrier network, Momentum shall provide adequate notice (at least two business days) of Momentum's intentions to suspend and/or terminate service. Such notice shall be via electronic mail to the address provided by Customer herein. Momentum will use reasonable efforts to reach Customer via phone, however this method of contact shall not act as legal notice of suspension and/or termination. If this Agreement is terminated because of a Customer Default, such termination shall not affect or reduce Customer's minimum monthly commitments required under any CSO. Momentum shall at all times be entitled to all rights available to it at law or in equity; and, Customer agrees to pay Momentum reasonable expenses (including attorney and collection agency fees) incurred in the enforcement of Momentum's rights in the event of a Customer Default.
7. **Taxes and Surcharges.** All taxes will be charged according to individual state and federal regulations. If any taxes, fees, surcharges, or other charges or impositions are asserted against Momentum as a result of Customer's use of Services by any local, state, national, international, public or quasi-public governmental entity or foreign government or its political subdivision, Customer shall pay such taxes or charges and indemnify Momentum from any liability or expense incurred by Momentum in connection with such taxes or charges. Momentum may charge Customer additional fees or surcharges resulting from costs associated with adherence to Federal and State Tax administration, Regulatory Compliance and Cost Recovery Fees which allows Momentum to recover regulatory fees and expenses associated with FCC regulatory fees, federal regulatory fees to fund programs, various state business licenses and Public Utility Commission (PUC) fees .
8. **Limitation of Liability.** IN THE EVENT OF ANY BREACH OF THIS AGREEMENT OR ANY FAILURE OF THE SERVICES, WHATSOEVER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, INCIDENTAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. OUR MAXIMUM LIABILITY ARISING HEREUNDER OR RELATING HERETO SHALL IN NO EVENT AND UNDER NO THEORY EXCEED THE AMOUNTS PAID TO MOMENTUM UNDER THE CSO(S) WITH RESPECT TO WHICH THE CONDUCT GIVING RISE TO THE LIABILITY OCCURRED.
9. **Warranty and Disclaimer of Warranty.** Other than as expressly set forth in this Agreement, WE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED ON CUSTOM, USAGE OR PRIOR COURSE OF DEALING. WE SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF AN END USER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD DEvised BY A THIRD-PARTY.
10. **Compliance with Law.** Use of the Services shall be in accordance, and comply, with all applicable laws, regulations, and rules. Customer shall obtain all approvals, consents and authorizations necessary to conduct its business and initiate or conduct any transmissions over any facilities covered by this Agreement.
11. **Indemnity.** (a) Customer and Momentum shall defend, indemnify and hold harmless the other from and against any and all claims for damage to tangible property or bodily injury, including claims for wrongful death, to the extent that such claim arises out of the negligence or wrongful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with this Agreement or the provision of Services hereunder. (b) Customer will defend, indemnify and hold harmless Momentum and its officers, directors, members, stockholders, employees, contractors and agents from and against any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or un-liquidated, including without limitation, all reasonable costs and expenses incurred including all reasonable litigation costs and attorneys' fees arising out of, resulting from or based upon any complaint, claim, action, proceeding or suit of any third party based upon an alleged defect in or failure of Service, failure to obtain approval, consent, or authorization, or based on Customer's violation of any law or any rule or regulation due to the sole negligence of the Customer or the breach of Customer's obligations under this Agreement.
12. **Force Majeure.** Momentum may adjust or suspend its performance to the extent performance is beyond Momentum's reasonable control for reasons including, without limitation, Acts of God, fire, explosion, atmospheric conditions such as rain fade, cable cut, governmental action, or national emergencies, war, riot, insurrection, terrorism, vandalism, or labor difficulties such as work stoppages, strikes, or lockouts.
13. **Proprietary Information.** The terms and conditions of this Agreement, any CSO, and all documents referenced herein including invoices are confidential and shall not be disclosed without prior written consent of Momentum. Should Customer be served with any subpoena or other lawful demand to disclose such confidential information, Customer shall promptly notify Momentum to allow Momentum to seek a protective order with respect to such information.

14. Regulatory Matters. Customer acknowledges that the Services provided by Customer will be subject to the laws and regulations of multiple jurisdictions. Momentum may cancel or suspend any Service upon notice to Customer if provision of that Service, or any portion thereof, is determined to be a violation of any applicable law, rule or regulation.

15. Choice of Law/Venue. Any disputes concerning this Agreement shall be governed and determined under the laws of the State of Georgia. Exclusive jurisdiction and venue for any disputes arising under this Agreement shall be in the state courts located in Cobb County, Georgia.

16. Miscellaneous. (a) Customer and Momentum shall not assign or otherwise transfer their rights or obligations under this Agreement without the prior written consent of the other party, (b) Customer will not contract directly with Momentum's underlying carrier for the Services referenced on any CSO, unless there is an existing agreement in place between Customer and underlying carrier prior to the execution of the Momentum CSO, unless written consent is provided by Momentum; (c) No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Agreement; (d) The provisions of this Agreement are for the benefit only of the parties hereto, and no third party may seek to enforce or benefit from these provisions; (e) If any term or provision of this Agreement shall be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then: (i) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent; and (ii) the remainder of this Agreement shall be valid and enforceable; (f) The failure of either party to enforce any provision hereof shall not constitute the permanent waiver of such provision; (g) Sections 4, 5, 6, 7, 11 and 13 shall survive any termination of this Agreement; (h) This Agreement, appurtenant schedules and CSOs, consist of all the terms and conditions contained herein, and constitutes the complete and exclusive statement of the understanding between the parties and supersedes all proposals and prior agreements (oral or written) between the parties relating to the content of this Agreement and the Services; (i) Captions or paragraph headings are used merely for reference purposes and do not affect and shall not be interpretative of the context in any manner; (j) This Agreement may be signed in counterparts, each of which when executed, shall be deemed an original, and all such counterparts shall constitute one and the same instrument and signatures exchanged by electronic means shall be sufficient to bind the signing party.

IN WITNESS WHEREOF, the parties hereby execute and deliver this Agreement as of the date first written above.

Cayuga County

Momentum Telecom, Inc.

Signature _____
Name _____
Title _____
Date _____

Signature _____
Name _____
Title _____
Date _____

Notice Address: _____

Tel: _____
Email: _____

RESOLUTION NO. _____

4-28-2020

4-20-50-2
BOE NYS SHOEBOX

Authorizing the Chairman of the Legislature and the Commissioners of the Cayuga County Board of Elections to sign contracts for Shoebox Grants for the Board of Elections

BY: Ryan Foley, Chair, Government Operations Committee
Christopher Petrus, Chair, Ways & Means Committee

WHEREAS, pursuant to the Help America Vote Act of 2002, the Cayuga County Board of Elections has been allocated funds through the New York State Board of Elections for the purposes of purchasing electronic voting machines, training the public and poll workers on their use, and making improvements to polling places; and

WHEREAS, the Chairman of the Cayuga County Legislature signed contracts numbered C003211 for these categories on 2/1/08; and

WHEREAS, the Cayuga County Board of Elections is continually using the electronic voting systems thereby continuing the need for expenditure of Shoebox related funds; and

WHEREAS, this has created the necessity to renew said contract, therefore, be it

RESOLVED, that the Chairman of the Cayuga County Legislature and the Commissioners of the Cayuga County Board of Elections are hereby authorized to sign contract extensions for Shoebox funds with the New York State Board of Elections.

Government Operations Committee

Ways & Means Committee

Ryan Foley, Chair

Christopher Petrus, Chair

Tricia Kerr

Keith Batman

Timothy Lattimore

Elane Daly

Chris Petrus

Andy Dennison

Paul Pinckney

Ryan Foley

Charlie Ripley

Benjamin Vitale

Benjamin Vitale

Tucker Whitman

Co. Atty: _____

APPENDIX X

Dept ID: BOE01
Funding Amount for Period: \$0.00

Contract No.: BOE01-C003211-1110000
Period: April 1, 2020 – March 31, 2021
Original Grant Amount: \$225,410.37

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Board of Elections, having its principal office at 40 North Pearl Street, Suite 5, Albany, NY 12207 (hereinafter referred to as the STATE), and CAYUGA County Board of Elections (hereinafter referred to as CONTRACTOR), for modification of Contract Number as indicated above, as amended in attached Appendix(ices).

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

State Agency Certification

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

By: _____
Robert A. Brehm, Co-Executive Director

Todd D. Valentine, Co-Executive Director

Date: _____

Date: _____

CONTRACTOR SIGNATURE – CAYUGA County Board of Elections

By: _____
Katie Lacey, Commissioner

Date: _____

By: _____
Cherl Heary, Commissioner

Date: _____

By: _____
Aileen McNabb Coleman, Chairman of the Legislature

Date: _____

STATE OF NEW YORK)

)SS.:

County of Cayuga)

On the _____ day of _____, 2018 before me personally appeared Aileen McNabb Coleman to me known, who being by me duly sworn, did depose and say that he resides at Auburn, New York that he is the Chairman of the County Legislature, the corporation described herein which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

(Notary): _____

STATE COMPTROLLER’S SIGNATURE

Title: _____

Date: _____

4-20-60-3

RESOLUTION NO. _____

4-28-2020

BOE NYS Voter-PollWorkerTraining

Authorizing the Chairman of the Legislature and the Commissioners of the Cayuga County Board of Elections to sign contracts for Voter Education/Poll worker training for the Board of Elections

BY: Ryan Foley, Chair, Government Operations Committee
Christopher Petrus, Chair, Ways & Means Committee

WHEREAS, pursuant to the Help America Vote Act of 2002, the Cayuga County Board of Elections has been allocated funds through the New York State Board of Elections for the purposes of purchasing electronic voting machines, training the public and poll workers on their use, and making improvements to polling places; and

WHEREAS, the Chairman of the Cayuga County Legislature signed contracts numbered T002530 for these categories on 2/1/08; and

WHEREAS, the Cayuga County Board of Elections is continually using the electronic voting systems thereby continuing the need for expenditure of Shoebox related funds; and

WHEREAS, this has created the necessity to renew said contract, therefore, be it

RESOLVED, that the Chairman of the Cayuga County Legislature and the Commissioners of the Cayuga County Board of Elections are hereby authorized to sign contract extensions for Voter Education/Poll worker Training with the New York State Board of Elections.

Government Operations Committee

Ways & Means Committee

Ryan Foley, Chair

Christopher Petrus, Chair

Tricia Kerr

Keith Batman

Timothy Lattimore

Elane Daly

Chris Petrus

Andy Dennison

Paul Pinckney

Ryan Foley

Charlie Ripley

Benjamin Vitale

Benjamin Vitale

Tucker Whitman

Co. Atty: _____

