

Public Safety Committee



AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Monday, April 1, 2024 at 11:00 a.m.

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York

COMMITTEE MEMBERS:

Marc Greco, Chair	Legislator, 24 th District
Paul Connolly, Vice Chair	Legislator, 20 th District
Richard Kline	Legislator, 12 th District
Frank Bombardo	Legislator, 7 th District
Frank Castiglia	Legislator, 25 th District
Mary Ellen Chesbro	Legislator, 10 th District
Herbert Yerdon	Legislator, 2 nd District

CALL TO ORDER:

Pledge of Allegiance

APPROVAL OF MINUTES:

- Approval of the Minutes for the Public Safety Committee's regular meeting on March 4, 2024

RESOLUTIONS:

- PS-1** A Resolution Adopting County of Oswego Local Law Number 2 of 2024, Entitled A Local Law Authorizing Administrative DWI Supervision Fees Pursuant to New York State Executive Law §257-c
- PS-2** A Resolution Adopting County of Oswego Local Law Number 3 of 2024, Entitled Oswego County Traffic Diversion Program Local Law
- PS-3** Resolution Authorizing The Execution of an Agreement With Advent Financial Systems, LLC (Traffic Diversion Program)
- PS-4** Resolution Authorizing Budgetary Modification Sheriff's Office Transfer From Insurance Recovery (Treasurer's Office) to Automotive Supplies and Repair (Road Division)
- PS-5** Resolution Authorizing Oswego County District Attorney's Office to Enter a Service Contract with Finger Lakes Paralegal Services

COMMITTEE REVIEW AND DECISIONS:

- None

REPORTING DEPARTMENTS:

- EMS Department Report
- EMO Department Report
- Probation Department Report
- Fire Coordinator Report
- Oswego County 911 Report

ADJOURNMENT:

Public Safety Committee

DRAFT



MINUTES - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Monday, March 4, 2024 at 11:00 a.m.

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York

COMMITTEE MEMBERS:

Marc Greco, Chair	Legislator, 24 th District	Present
Paul Connolly, Vice Chair	Legislator, 20 th District	Present
Frank Bombardo	Legislator, 7 th District	Present
Frank Castiglia	Legislator, 25 th District	Present
Mary Ellen Chesbro	Legislator, 10 th District	Present
Richard Kline	Legislator, 12 th District	Present
Herbert Yerdon	Legislator, 2 nd District	Present

STAFF AND GUESTS:

Noelle Salmonsens	Phill Church	Veronica Turner	Anthony DiMartino
Don Hilton	Kevin Pooley	Richard Mitchell	David Hall
Cathee Palmitesso	Tyler Peet	Nate Degear	Savannah Wyckoff
Kate Davis			

CALL TO ORDER:

A Regular Meeting of the Public Safety Committee was called to order at 11:00 a.m. by Committee Chairman Marc Greco with the Deputy Clerk of the Legislature present. The meeting commenced with the Pledge of Allegiance.

APPROVAL OF MINUTES:

- **Motion to approve minutes:** Legislator Kline
Second: Legislator Bombardo
Vote: Unanimous, motion carried

The minutes for the Public Safety Committee's Regular Meeting on February 5, 2024, were approved.

RESOLUTIONS:

- PS-1** Resolution Authorizing Budgetary Modification Sheriff's Office Transfer From Insurance Recovery (Treasurer's Office) to Automotive Supplies and Repair (Road Division)

Motion to approve: Legislator H. Yerdon
Second: Legislator Bombardo
Vote: Unanimous, motion carried

- PS-2** Resolution Authorizing the Approval of Oswego County's 2024 STOP-DWI Plan and The Chairman of the Legislature Be Authorized to Execute Any Related Documents

Motion to approve: Legislator Kline
Second: Legislator H. Yerdon
Vote: Unanimous, motion carried

PS-3 A Resolution Fixing Time and Place for Public Hearing Relative to Proposed County of Oswego Local Law No. 2 of the Year 2024 Authorizing Administrative DWI Supervision Fees Pursuant to New York State Executive Law §257-c

Motion to approve: Legislator H. Yerdon
Second: Legislator Bombardo
Vote: Unanimous, motion carried

PS-4 A Resolution Fixing Time and Place for Public Hearing Relative to Proposed County of Oswego Local Law No. 3 of the Year 2024 Oswego County Traffic Diversion Program Local Law

Motion to table PS-4 at 11:08 am until District Attorney arrives:
Legislator Kline
Second: Legislator Castiglia
Vote: Unanimous, motion carried

PS-5 Resolution Authorizing Budgetary Modification Creating One Fulltime Position and Deleting One Part Time Position in The Office Of Emergency Management

Motion to approve: Legislator H. Yerdon
Second: Legislator Kline
Vote: 1 opposed Legislator Castiglia, Unanimous, motion carried

PS-6 Resolution Authorizing The Deletion of Two Positions Sheriff's Office (Drug Task Force)

Motion to approve: Legislator Kline
Second: Legislator Connolly
Vote: 1 opposed Legislator Castiglia, Unanimous, motion carried

***Motion to remove PS-4 from table at 11:21 am:** Legislator Chesbro
Second: Legislator Bombardo
Vote: Unanimous, motion carried

Motion to approve PS-4: Legislator Kline
Second: Legislator H. Yerdon
Vote: 1 opposed Legislator Castiglia, Unanimous, motion carried

PS-7 Resolution Authorizing The Creation of Two Positions in the Office of the District Attorney

Motion to amend correcting account numbers in both resolves to 511000: Legislator Chesbro
Second: Legislator H. Yerdon
Vote: Unanimous, motion carried

Motion to approve as amended: Legislator H. Yerdon
Second: Legislator Kline
Vote: 1 opposed Legislator Castiglia, Unanimous, motion carried

COMMITTEE REVIEW & DECISIONS:

- None

REPORTING DEPARTMENTS:

- Cathee Palmitesso, Director, Provided a verbal EMO Department update.
- Nate Degear Provided a verbal update for the EMS Department.
- David Hall, Director, provided a verbal update for the Probation department.
- Kevin Pooley, Director, provided an E911 department update.
- Tony DiMartino Provided a District Attorney department update
- Don Hilton Provided a Sheriff's Department update

ADJOURNMENT:

Motion to adjourn at 12:14 p.m.: Legislators Kline

Second: Legislators H. Yerdon

Vote: Unanimous, motion carried

DRAFT

Raven Ahart
Deputy Clerk of the Legislature

RESOLUTION NO.

April 11, 2024

**A RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NUMBER 2
OF 2024, ENTITLED A LOCAL LAW AUTHORIZING ADMINISTRATIVE DWI
SUPERVISION FEES PURSUANT TO NEW YORK STATE EXECUTIVE LAW
§257-c**

By Legislator Marc Greco:

WHEREAS, a public hearing was held on April 11, 2024 and all interested parties having had an opportunity to be heard,

NOW, upon the recommendation of the Public Safety Committee of this body, be it

RESOLVED, that Local Law Number 2 of the year 2024 entitled a Local Law "AUTHORIZING ADMINISTRATIVE DWI SUPERVISION FEES PURSUANT TO NEW YORK STATE EXECUTIVE LAW §257-c" be and is hereby adopted and enacted in its entirety.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

**COUNTY OF OSWEGO
LOCAL LAW 2 OF 2024
AUTHORIZING ADMINISTRATIVE DWI SUPERVISION FEES AS
PURSUANT TO NEW YORK STATE EXECUTIVE LAW §257-c**

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF OSWEGO LEGISLATURE AS FOLLOWS:

Section 1. TITLE

This local law shall be known as the “DWI Supervision Fee Local Law.”

Section 2. LEGISLATIVE INTENT

Pursuant to New York State Executive Law §257-c the County of Oswego has the power to collect a probation administrative fee from those individuals currently serving probation or who shall be sentenced to a period of probation upon conviction of any crime under Article 31 of the Vehicle and Traffic Law in relation to alcohol and drug-related motor vehicle matters to reimburse the costs of probation supervision provided by the Oswego County Department of Probation. The Oswego County Legislature finds it to be in the best interests of the County of Oswego to permit the Probation Department to collect such fees.

Section 3. ADMINISTRATIVE FEES

- A. An individual currently serving probation, including interim probation, or who shall be sentenced to a term of probation upon conviction of a crime under Article 31 of the Vehicle and Traffic Law shall pay to the Oswego County Probation Department an administrative fee of thirty dollars (\$30.00) per month.
- B. The Department of Probation, with the express approval of the Director of Probation, shall waive all or a portion of such fee where because of the indigence of the probationer, in the Director’s sole opinion, the payment of said fee during any given month or months would cause an unreasonable hardship upon the person on probation, their immediate family or any other person who is dependent upon the probationer for financial support. Within thirty (30) days of the adoption of this local law, the Director of Probation shall establish specific criteria (including what supporting documentation is necessary) for determining what constitutes indigence or unreasonable hardship for a probationer seeking a waiver of all or a portion of said fees under this local law.
- C. The administrative fee authorized by this local law shall not constitute nor be imposed as a condition of probation.
- D. In the event of non-payment of any fees which have not otherwise been waived, the County of Oswego may seek to enforce payments in any manner permitted by law for enforcement of a debt. The provisions of subdivision 6 of §420.10 of the Criminal Procedure Law shall govern for purposes of collection of the administrative fee.

Section 4. FEE USAGE

Fees collected pursuant to this local law shall be utilized for probation services by the Oswego County Probation Department. Such monies shall not be considered by the Division of Criminal Justice Services when determining state aid pursuant to New York State Executive Law §246, and shall not be used to replace federal funds otherwise utilized for probation services.

Section 5. ACCOUNTING

- A. The Oswego County Probation Department shall collect and maintain data on a monthly basis regarding the number and amount of fees imposed hereunder, any delinquencies in payment, fees waived and fees collected.
- B. The Oswego County Probation Department shall submit all fees collected in accordance with general county accounting principles to the County Treasurer's Office at least once per month.

Section 6. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of this local law or its application to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order of judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or its application to the person or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 7. AUTOMATIC SUNSET

Should New York State Executive Law §257-c be amended to discontinue the state authorization for the fee authorized herein, or sunset on its own terms, this law shall sunset consistent therewith without further action by the Oswego County Legislature.

Section 8. LOCAL LAW NUMBER 7 OF 2002 SUPERSEDED BY THIS ENACTMENT

Local Law number 7 of the year 2002 regarding Probation Administrative Fees for DWI Supervision be and is hereby **SUPERSEDED** upon the enactment of this local law.

SECTION 9. SEQRA DETERMINATION

The County Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this local law constitutes a Type II action pursuant to Section 617.5(c)(26) and/or (33) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York State Environmental Conservation Law as constituting routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment and adoption of regulations, policies, procedures and local legislative decisions in connection with any action under 617.5. The Clerk of the Legislature is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance as, may be necessary, in accordance with this local law.

Section 10. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the New York State Secretary of State pursuant to Municipal Home Rule Law §27.

RESOLUTION NO.

April 11, 2024

**A RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NUMBER 3
OF 2024, ENTITLED OSWEGO COUNTY TRAFFIC DIVERSION PROGRAM
LOCAL LAW**

By Legislator Marc Greco:

WHEREAS, a public hearing was held on April 11, 2024, and all interested parties having had an opportunity to be heard,

NOW, upon the recommendation of the Public Safety Committee of this body, be it

RESOLVED, that Local Law Number 3 of the year 2024 entitled OSWEGO COUNTY TRAFFIC DIVERSION PROGRAM LOCAL LAW be and is hereby adopted and enacted in its entirety.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

**COUNTY OF OSWEGO
LOCAL LAW NUMBER 3 OF 2024
OSWEGO COUNTY TRAFFIC DIVERSION PROGRAM LOCAL LAW**

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF OSWEGO AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT

- A. The Office of the Oswego County District Attorney prosecutes offenses of the New York State Vehicle & Traffic Law in the city, town and village courts within the County of Oswego. A large portion of these offenses result from poor decision making and/or bad driving habits which endanger the public safety. Many of these drivers would benefit from a driver safety education program which would improve their driving habits and thereby increase public safety upon public roadways within the County of Oswego. While former district attorneys may have utilized an informal traffic diversion program over the years, it is determined that a local law to formalize same is both necessary and proper.
- B. The intent of this local law is to authorize and establish a traffic diversion educational program for eligible persons referred by the District Attorney and guidelines hereby authorized to be instituted by the District Attorney, to provide for an educational program under State authority authorizing local governments to provide for the safety and well-being of persons within the County of Oswego. This body finds and determines that the establishment of a traffic diversion program would improve public safety by referring motor vehicle operators charged with certain violations of the NYS Vehicle & Traffic Law for participation in a diversion program. The diversion program created hereunder would include mandating defensive and safe driving courses for persons charged with certain offenses under the NYS Vehicle & Traffic Law. The Traffic Diversion Program will be a voluntary educational program with the goal to promote and improve safety of the roads within the County of Oswego by way of educating motorists facing traffic offenses on driver safety and the rules of the road.

SECTION 2. ESTABLISHMENT OF TRAFFIC DIVERSION PROGRAM

- A. In order to effectuate the orderly administration of government, maintain order and protect the safety, health and well-being of persons and property, especially as concerns public roadways, within the County of Oswego, this body finds and determines that it is in the best interests of the County of Oswego to establish a Traffic Diversion Program ("Program") and the same is hereby established.
- B. The District Attorney be and is hereby authorized, pursuant to the home rule authority granted to the County of Oswego under Municipal Home Rule Law §10 and section 700(1) of the New York County Law, to establish written guidelines for the Traffic Diversion Program to address: (i) eligibility for participation in the Program; (ii) the application process for eligible persons to participate in the Program; and (iii) the

education contents of the Program.

- C. The District Attorney's Office is authorized to administer all non-financial aspects of the Traffic Diversion Program in order to effectuate the intent and purpose of this law except as otherwise authorized or required herein.
- D. The District Attorney's Office shall maintain Traffic Diversion Program records in accordance with New York State County Law §700(7).
- E. The Oswego County Treasurer is authorized to accept all financial payments, as set forth herein, for individuals deemed eligible by the District Attorney's Office to participate in the Traffic Diversion Program.
- F. Any disbursements by the County Treasurer of such financial payments made pursuant to this local law, including but not limited to, disbursements to county departments and offices and/or to other municipalities shall be as authorized by resolution(s) of the County Legislature.

SECTION 3. PROGRAM ADMINISTRATION

The District Attorney in and for the County of Oswego be and is hereby authorized to establish and utilize a traffic diversion program and shall have full and complete discretion over the administration of the program and eligibility except as provided for herein and to enter into a contract or contracts in furtherance of same.

SECTION 4. ADMINISTRATIVE FEE

- A. The Oswego County Treasurer or District Attorney are authorized to collect an administrative fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) for alleged New York State Vehicle & Traffic Law infractions and/or THREE HUNDRED FIFTY DOLLARS (\$350.00) for alleged New York State Vehicle & Traffic Law misdemeanors for an individual's voluntary participation in the Traffic Diversion Program. In the case of demonstrated financial hardship, the District Attorney's Office, or any vendor contracted on its behalf, shall have the authority to waive all or part of such administrative fee for the Program.
- B. The Oswego County District Attorney's Office, or any contracted provider on behalf of District Attorney's Office, shall collect the administrative fee and, thereafter, the Oswego County District Attorney's Office shall forward said funds in accordance with county fiscal policies to the Oswego County Treasurer's Office. If a third-party provider is utilized, the funds forwarded to the County Treasurer shall be less any fees or costs charged by that provider.
- C. Pursuant to this local law, the District Attorney shall periodically review the costs of this program to ensure the administrative fee imposed herein reasonably reflects the costs associated with conducting the Traffic Diversion Program.

SECTION 5. FEE DISBURSEMENT

- A. The administrative fee shall be shared by the County of Oswego, the District Attorney's Office and the city, town or village which had jurisdiction over the Vehicle & Traffic ticket(s)/offense(s) that was/were the reason for referral to the Program.
- B. Thirty-four percent (34 %) of the administrative fee shall be retained by the County of Oswego to be paid into the General Fund; Thirty-three percent (33%) of the administrative fee shall be placed in an custodial account in the District Attorney's Office budget to be designated Traffic Diversion Revenue to defray general prosecution, investigation, training and related prosecution expenses said account not to exceed **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** at any given time and, should the account exceed said balance, any overage shall be paid to the County of Oswego; and Thirty-three percent (33%) shall be distributed and paid at least quarterly to the city, town or village where the traffic tickets/offenses originated.

SECTION 6. APPLICABILITY

This local law shall apply to eligible traffic offenses occurring on or after the effective date of this local law however this program is voluntary for the offender and the District Attorney's Office shall retain sole discretion as to whether certain offenses or circumstances (e.g. repeat offender, other charges) are eligible for diversion.

SECTION 7. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of this law, or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 8. REVERSE PREEMPTION

This local law shall be null and void on the date that statewide legislation goes into effect, incorporating either the same or substantially similar provisions under the New York State Vehicle & Traffic Law as are contained in this local law, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County of Oswego. The County Legislature may determine via mere resolution whether or not identical or substantially similar statewide or federal legislation has been enacted for the purposes of triggering the provisions of this section.

SECTION 9. ADMINISTRATIVE LIABILITY

Neither the County of Oswego, nor any officer, agent, or employee thereof, shall be personally liable for any damage resulting from any official determination, order or action required or permitted by or under this local law.

SECTION 10. SEQRA DETERMINATION

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(26), (33) and/or (35) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York State Environmental Conservation Law as routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on the Type II list; and, civil or criminal enforcement proceedings, whether administrative or judicial, including a particular course of action specifically required to be undertaken pursuant to a judgment or order, or the exercise of prosecutorial discretion. The Clerk of the Legislature is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance as may be necessary in accordance with this local law.

SECTION 11. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State in accordance with sections 20, 21 and 27 of the New York State Municipal Home Rule Law.

RESOLUTION NO.

April 11, 2024

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
ADVENT FINANCIAL SYSTEMS, LLC (TRAFFIC DIVERSION PROGRAM)**

By Legislator Greco:

WHEREAS, the County of Oswego has adopted a Traffic Diversion Program Local Law to improve outcomes for routine Vehicle & Traffic infractions, improve public safety and lessen the administrative burden upon the District Attorney's Office and local courts; and

WHEREAS, Advent Financial System, LLC possesses suitable skills and experience to assist the District Attorney's Office in this regard and has been determined to be a sole source vendor by the Purchasing Department; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Public Safety Committee of this body, it is hereby,

RESOLVED, that the District Attorney be and is hereby authorized a contract substantially in the form of the annexed draft agreement with Advent Financial Systems, LLC, a Kentucky limited liability company, 400 Ring Road, Suite 162, Elizabethtown, Kentucky 42701 for the provision of traffic diversion program educational and related services.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

Advent Financial Systems, LLC Subscription Agreement

(Oswego County District Attorney's Office – Traffic Diversion Program)

THIS SUBSCRIPTION AGREEMENT ("**Agreement**") made and entered into this ____ day of March, 2024, by and between **Advent Financial Systems, LLC, a Kentucky limited liability company**, 400 Ring Road, Suite 162, Elizabethtown, Kentucky 42701 ("**Advent**"), and the Oswego County District Attorney's Office, Oswego County Public Safety Center, 39 Churchill Road, Oswego, NY 13126 ("**Subscriber**").

WHEREAS, Advent owns and maintains a software program designed to aid Prosecutors, Courts, and other appropriate law enforcement agencies with operating an online alternative resolution program. The Advent eLearning platform includes a mailing service, access to an online offense specific education library, an online tracking and monitoring platform, and payment processing functionality. All educational programs that are automatically made available to the Subscriber via eLearning can be found in Exhibit A. (herein referred to as the "**Service**").

WHEREAS, eLearning programs are available online; and

WHEREAS, the Subscriber desires to subscribe to and avail itself of the eLearning Platform.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein provided, the parties agree as follows:

1. License Grant & Restrictions

Advent hereby grants to Subscriber a non-exclusive, non-transferable, right to use the Service, solely for the Subscriber's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Subscriber are reserved by Advent and its licensors.

Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any of its content in any way; (ii) modify or make derivative works based upon the Service or its content; (iii) create Internet "links" to the Service or "frame or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. The Subscriber will be authorized to grant User licenses to employees and authorized personnel, the number of which is established in Exhibit A. Such User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and

Revised 08/21/20

no longer use the Service.

Subscriber may use the Service only for its internal purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

2. Fees

Subscriber shall receive the service for no charge; the service is offender paid. To participate in any eLearning program the offender shall pay all fees or charges to their account in accordance with the fees, charges, and billing terms set out on **Exhibit A**, which is attached hereto and made a part of this Agreement. Alternatively, Subscriber can operate an agency funded program, whereby Advent will invoice the Subscriber on a monthly basis for services rendered. Advent reserves the right to modify its fees and charges and to introduce new charges at any time, upon no less than thirty (30) days prior notice to Subscriber, which notice may be provided by email or written notice. Subscriber shall have the right to terminate this Agreement immediately in the event of an increase in fees and charges by written notice to Advent.

3. Privacy & Security; Disclosure

Advent Financial Systems respects your privacy. Advent utilizes 128-bit encryption and maintains a secure socket layer (SSL) certificate to protect the integrity of Subscriber information. Information may be released when legally required or permitted in connection with litigation, fraud investigation, or in affiliation with business sales or purchases. Advent reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Advent will notify all users of the Service, via e-mail, of important announcements regarding the operation of the Service. Subscriber agrees that Advent can disclose that Subscriber uses the Service and can disclose which edition of the Service that Subscriber is currently using.

4. Subscriber Responsibilities

Subscriber is responsible for all activity occurring under its User licenses/ID's referred to in Exhibit A and shall abide by all applicable local, state, and national laws in connection with Subscriber's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Subscriber shall: (i) notify Advent immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Advent immediately and use reasonable efforts to immediately cease any copying or distribution of content that is known or suspected by Subscriber or Subscriber's office staff; and (iii) not impersonate another Advent Subscriber or provide false identity information to gain

access to or use the Service.

5. Account Information and Data

Subscriber shall have sole responsibility for the accuracy of any data, information or material that Subscriber submits to the Service in the course of using the Service ("Customer Data"). Subscriber shall be further responsible for the quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Customer Data. Upon written request by Subscriber, Advent will provide to Subscriber on an annual basis, all Customer Data in electronic format. In the event this Agreement is terminated, Advent will make available to Subscriber a file of the Customer Data within thirty (30) days of termination if the Subscriber so requests at the time of termination.

6. Intellectual Property Ownership

Advent (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to Advent's technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or any other party relating to the Service. This Agreement is not a sale and does not convey to Subscriber any rights of ownership in or related to the Service, Advent's technology or the Intellectual Property Rights owned by Advent. The Advent name, the Advent logo, and the product names associated with the Service are trademarks of Advent or third parties, and no right or license is granted to use them.

7. Term

The license granted to the Subscriber under this Agreement will remain in effect for twelve (12) months, with up to four (4) additional one-year renewals. The license will stay active until the subscriber gives the other party a sixty (60) day notice of termination. In the event this Agreement is terminated without cause Advent will make available to Subscriber all Customer Data in a workable, comma delimited, flat-file format within 10 working days of the termination.

8. Termination for Cause

During the term of this Agreement, any unauthorized use of Advent's technology or Service will be deemed a material breach of this Agreement. Advent, in its sole discretion, may terminate Subscriber's password and use of the Service if Subscriber breaches or otherwise fails to comply with this Agreement. In the event of such termination, Advent will make available to Subscriber all Customer Data in a workable, comma delimited, flat-file format within 5 working days of the termination.

If Subscriber determines that Advent has breached this Agreement by reason of its failure to perform the Service as herein provided, and if Advent fails to cure such breach within thirty (30) days following written notice from Subscriber describing such

breach, the Subscriber shall have the right to terminate this Agreement for cause. Advent acknowledges that the information provided to Advent is sensitive and confidential and that employees of Advent who have access to the Subscriber's information must meet high standards of honesty and integrity. Advent grants to the Subscriber the right to examine the personnel records of the employees of Advent as may be reasonably requested by the Subscriber on the condition that the Subscriber maintains the confidentiality of such records.

If the Subscriber determines that any employee of Advent does not meet the high standards of honesty and integrity required by the Subscriber and if, after notice, Advent fails, within thirty (30) days thereof, to protect the Subscriber's information from such employee, the Subscriber may terminate this Agreement for cause.

9. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Advent represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Advent help documentation under normal use and circumstances. Advent represents that it bonded with a good and reliable insurance company for coverage up to \$250,000. Advent will deposit a copy of the current bond with the Subscriber. Subscriber represents and warrants that Subscriber has not falsely identified itself nor provided any false information to gain access to the Service and that the billing information is correct.

10. Internet Delays

Advent's Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Advent is not responsible for any delays, delivery failures, or other damage resulting from such problems.

11. Governing Law; Remedies

This Agreement has been executed in the State of New York and this Agreement shall be governed by New York law and controlling United States federal law, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of Oswego County New York or where applicable at the U.S District Court for the Northern District located in Syracuse, New York.

12. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Subscriber and its users acknowledge and agree that the site shall not be

used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated National or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Subscriber agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

13. Independent Contractor

In providing Services hereunder Advent shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the Subscriber. As an independent contractor, Advent shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for Advent's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Advent covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the Subscriber, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County of Oswego including, but not limited to, Worker's Compensation coverage health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit.

14. Assignment and Subcontracting

Advent shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services to be performed by it under this Agreement, without the prior express written consent of the Subscriber. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any Services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the Subscriber shall be subject to all of the terms and conditions of this Agreement. The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the law.

15. Books and Records

Advent agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all revenues received and costs expended in the performance of this Agreement.

16. Retention of Records

Advent agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

17. Insurance and Statutory Compliance

In acceptance of this Agreement, Advent covenants and certifies that it will comply, in all respects, with all federal, state and county laws regarding work for municipal corporations including, but not limited to, New York State Workers' Compensation Law sections 57 (or provide a certificate of exemption CE-200), and state and federal non-discrimination laws in the performance of services hereunder.

Pursuant to New York Finance Law § 139-L, Advent, by signing this Agreement, further certifies under penalty of perjury that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the New York State Labor Law.

18. Sales and Compensation Use Taxes

The Subscriber in an official/governmental capacity and the County of Oswego are exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any contract or bid price. A Tax Exempt Certificate will be executed upon Advent's request.

19. Non-Discrimination Requirements.

The failure of either party to this Agreement to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party or any other such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

20. Notices

Advent and the Subscriber shall provide any notices to the respective signatory of this Agreement in writing in care of the address listed hereinabove.

21. No Waiver

The failure of either party to this Agreement to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party or any other such party may have and shall not be deemed a waiver

of any subsequent breach or default in any of such terms, covenants, or conditions

22. Modification

The failure of either party to this Agreement to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party or any other such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

23. Severability

If any clause, sentence, paragraph, subdivision, section or part of this law, or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

24. Entire Agreement

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes all negotiations, conversations any other verbal or written understandings or writings between or among the parties.

ADVENT:

ADVENT FINANCIAL SYSTEMS, LLC

By: _____

Title: _____

Date: _____

SUBSCRIBER:

Oswego County District Attorney's Office

By: _____

Title: Oswego County District Attorney

Date: _____

Exhibit A

Subscription & Fee Schedule

Advent Financial Systems, LLC Services

❖ eLearning

Online application to manage alternative resolution programs

○ Includes:

- Access to all education programs (see price schedule below)
- Unlimited user access to the program
- Yearly subscription to application
- Printing and mailing of program communications
- Funds Management
- Maintenance and security

○ Pricing Schedule of Education Programs:

- | | |
|----------------------------|-------------|
| ▪ Traffic Safety | \$40 |
| ▪ <u>Defensive Driving</u> | <u>\$50</u> |

Oswego County Scope of Work – EXHIBIT A

Overview:

This Statement of Work (SOW) outlines the scope, objectives, and deliverables for the implementation of the Traffic Diversion Program for Oswego County District Attorney.

Advent will configure an online process to facilitate (and accommodate) the district attorney's process for traffic diversion. This process will include online registration, traffic safety education, payment processing, notifications, and electronic reporting.

Objectives:

1. Develop and implement a traffic diversion program for the Oswego County Traffic Diversion Program.
2. Enable an end-to-end process for defendant registration, driver improvement program, fee processing, handling and distribution, and electronic disposition compliance reporting.
3. Traffic Program Awareness cards/marketing.
4. Client training and support.
5. Defendant live support.
6. Client Success Manager support.

End-to-End Process:

1. Defendant accesses the DAO website to learn about the Traffic Diversion Program: https://www.oswegocounty.com/departments/public_safety/district_attorney/index.php
2. Defendant clicks on "Register for Traffic Diversion Program" (Advent assigned HTML traffic link).
3. Defendant fills out the registration page and submits it.
4. Defendant pays for traffic course \$50/ DA program fee \$250.
5. Defendant completes driver improvement program.
6. Once completed, the dispo document/compliance is sent electronically to the selected justice court electronically.
7. DAO fees are provided via ACH or Live Check to the County with justice court breakdown.

Deliverables:

1. Configure account.
2. Implementation of end-to-end process.
3. Training materials for client use.
4. Ongoing support during and after implementation.

Program Awareness

Our Marketing department can assist in developing awareness materials that will help you successfully launch the program into your community with the assistance of your law enforcement personnel, defense attorneys, courts and others.

Client Support

As you go live with your program, you will be assigned a Customer Success Manager (CSM) who will lead in managing your account to ensure your continued success. You will also have access to a dedicated (ticketed) Client Services department to quickly investigate and resolve any issues that you may encounter

with immediate support via telephone, Internet or chat.

Defendant Support

Finally, the defendants in your programs have around-the-clock (ticketed) support via a dedicated Help Desk group to support their use of our online technologies using most any Internet-compatible devices. Our bilingual operators are available via dedicated 800 telephone numbers, a centralized ticketing system, and context-determined live chat dialogs throughout the technologies.

Client Support Line: (866) 203-2807

Defendant Support Line: (866) 494-8556

Email Support: help@adventfs.com

Contact Information

Advent Financial Systems
Anthony Miller, Sales Manager
amiller@adventfs.com

Angela Coker, Sales Engineer
acoker@adventfs.com

Kristen Larson, Client Success Manager
klarson@adventfs.com

RESOLUTION NO.

April 11, 2024

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S
OFFICE TRANSFER FROM INSURANCE RECOVERY (TREASURER'S OFFICE)
TO AUTOMOTIVE SUPPLIES AND REPAIR (ROAD DIVISION)**

By Legislator Marc Greco:

WHEREAS, now upon recommendation of the Public Safety and Emergency Services Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



ADMINISTRATION
(315) 349-3307
FAX (315) 349-3483

ROAD PATROL
(315) 349-3411
FAX (315) 349-3303

CRIMINAL INVESTIGATION
(315) 349-3318
FAX (315) 349-3317

OSWEGO COUNTY SHERIFF'S OFFICE

DONALD R. HILTON
SHERIFF



JOHN F. TOOMEY
UNDERSHERIFF



CIVIL DIVISION
(315) 349-3302
FAX (315) 349-3373
1-800-582-7583

JAIL DIVISION
(315) 349-3300
FAX (315) 349-3349

39 Churchill Road, Oswego, New York 13126-6613

INFORMATIONAL MEMORANDUM

DATE: March 13, 2024

SUBJECT: Vehicle repair from the Insurance Recovery Fund

SUMMARY: A request is being made to transfer funds from the Insurance Recovery Fund (A1325.426800) in the amount of \$ 10,313.01 into Automotive Supplies and Repair (A3110.544100) to repair one 2018 Police Interceptor Ford Explorer that collided with an earth embankment.

Attached is a copy of the claim check sent from New York Mutual Insurance Reciprocal.

RECOMMENDED ACTION: The Sheriff's Office respectfully requests your review and approval of this request.

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

DATE ISSUED 2/29/24

CHECK NO. 0000136971

Description	Check Amount
Claim No: OSWEG-2024-003-001, Commercial Automobile Collision, Invoice No: Patrol veh 5027 First and Final - Claimant: Oswego County DOL: 1/28/2024, Sheriff veh 5027 repair plus tow	\$10,313.01
CHECK TOTAL	\$10,313.01

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND A WATERMARK PATTERN ON THE BACK - HOLD AT ANGLE TO VIEW

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

119 WASHINGTON AVENUE
ALBANY, NY 12210

KEY BANK OF NEW YORK
99 WASHINGTON AVENUE, ALBANY, NY 12210
TWIN TOWERS OFFICE

CHECK NO. 0000136971

29-7 213	DATE 2/29/24
-------------	-----------------

PAY: Ten thousand three hundred thirteen and 01/100 Dollars

TO THE
THE ORDER
OF OSWEGO COUNTY

CHECK AMOUNT \$*****10,313.01

MAIL TO OSWEGO COUNTY
46 EAST BRIDGE STREET
OSWEGO, NY 13126

Sharon S. Anderson
[Signature]

SIGNATURE HAS A COLORED BACKGROUND

⑈0000136971⑈ ⑆021300077⑆ 325680004174⑈

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

DEPARTMENT HEAD	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE
COUNTY ADMINISTRATOR	DATE
CHAIRPERSON	DATE
COUNTY TREASURER	DATE

*If Personnel Services are impacted

RESOLUTION NO.

April 11, 2024

**RESOLUTION AUTHORIZING OSWEGO COUNTY DISTRICT ATTORNEY'S
OFFICE TO ENTER A SERVICE CONTRACT WITH FINGER LAKES
PARALEGAL SERVICES**

By Legislator Marc Greco:

WHEREAS, due to changes in bail/discovery reform, as well as the increased opportunities within the legal profession, District Attorney Offices across New York have been losing attorneys over the past several years. Given the staffing changes and challenges currently facing the DA's Office and which are likely to continue facing this coming year, we need to find ways to use our software to streamline everything we do in a much more consistent and efficient manner; and

WHEREAS, the Oswego County District would like to hire a consultant who specializes in one of our key software products, Prosecutors Case Management System (PCMS) that helps us manage all cases in the Oswego County District Attorney's Office; and

WHEREAS, a budget modification transferring funds from the Appropriated Fund Balance to the District Attorney's Other Fees & Services accounts is necessary to cover the cost of these necessary consultation services; and

NOW, upon recommendation of the Public Safety Committee of this Legislature, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that Oswego County will enter into a contract for the service suggested; and

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer the funds \$9,500 from A.159900 (Appropriated Fund Balance) to account A1161-54300 (Other Fees and Services)

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, shall be their authority to make such changes.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

PUBLIC SAFETY CENTER
39 CHURCHILL ROAD
OSWEGO, NY 13126



TELEPHONE: (315) 349-3200
FAX: (315) 349-3212

Office of the District Attorney

LOUIS H. MANNARA
CHIEF ASSISTANT
DISTRICT ATTORNEY

ANTHONY J. DIMARTINO, JR.
DISTRICT ATTORNEY / CORONER

JASON R. DELANO
INVESTIGATOR

TO: Members of the Public Safety and Finance and Personnel Committee

FROM: Anthony J. DiMartino, Jr., District Attorney, District Attorney's Office

RE: Request to enter a contract for services with Finger Lakes Paralegal Services

DATE: March 14, 2024

PURPOSE: To hire a consultant who specializes in one of our key software products, Prosecutors Case Management System (PCMS) that helps us manage all cases in the Oswego County District Attorney's Office. Due to changes in bail / discovery reform, as well as the increased opportunities within the legal profession, District Attorney Offices across New York have been losing attorneys over the past several years. Given the staffing changes and challenges currently facing the DA's Office and which are likely to continue facing this coming year, we need to find ways to use our software to streamline all work production and tasks with less on a more consistent and efficient manner.

SUMMARY: The Oswego County District Attorney's Office requests permission to enter a contract with Finger Lakes Paralegal Services for consulting and training services and the funds necessary as noted on the attached budget modification. This consultant will review and evaluate our current processes and procedures, including our partner Law Enforcement Agencies. She will work with us to develop new processes to streamline the use of PCMS and our other office functions to run more efficiently. She will then do in-depth training for all staff in the District Attorney's Office and law enforcement as needed on PCMS so that everyone completes tasks in a consistent manner.

RECOMMENDED

ACTION: The District Attorney's Office respectfully requests your review and approval of this request.

February 26, 2024

Anthony DiMartino, Esq.
Oswego County District Attorney
Via Email

Dear DA DiMartino:

It was a pleasure to speak with you and Deana last week. I am confident that I can help your office develop processes to use PCMS/DEMS to its highest potential. These processes will save you time and keep records of everything in the same place.

NYPTI has created a masterpiece with PCMS and more recently DEMS. Years of continuing to listen to the requests, concerns and questions from District Attorney staff has enabled NYPTI to develop PCMS/DEMS as the one stop shop for record keeping, report and document generation, discovery compliance and all-around DA's office management. NYPTI didn't stop there, they continue to listen and regularly update the system as well as offer training on every aspect of the program through documentation, videos, and webinars.

As with any system with the ability to generate outcome, there needs to be accurate input; "Garbage in, Garbage out." Therefore, it is imperative for District Attorney offices to develop processes for the accurate input into the system to yield the maximum information from the system as possible. Many DA's offices have developed intricate systems using PCMS/DEMS that have enabled them to be a 100% paperless office.

PCMS/DEMS is most effectively used by a District Attorney's office after analyzing how to best use the program by the individual county. With over 23 years of experience as a paralegal for the District Attorney and a user, a member of the troubleshooting team, and trainer with PCMS/DEMS, and current trainer for multiple DA's Offices of varying sizes all around the state, I offer the opportunity to work with your office to analyze and streamline work load and work flow using NYPTI's latest versions of PCMS/DEMS. My specialty in training DA staff is analyzing the roles of the staff members and developing systems that tie the work together with an eye toward the outcomes desired. The outcomes may include accurate records, tracking mechanisms, office



management, report generation or all of this and more. Regular contact, troubleshooting and review with you and members of your office will determine the outcomes that best serve Oswego County.

During my years of service with the Steuben County District Attorney's Office, I have been involved with NYPTI through their development and launching of PCMS (Prosecutor's Case Management System). I was involved with the first user group in troubleshooting and testing PCMS prior to its release, was a part of the working group through multiple editions of PCMS and was the Steuben County liaison that NYPTI staff consulted regarding use of the program. After leaving Steuben County, I worked directly with NYPTI, as they enhanced PCMS. Currently I am again working with NYPTI assisting in developing and conducting lunch time webinars and working in a test environment with PCMS/DEMS testing scenarios and learning new ways to use the program.

Most recently I have worked with DA's offices around New York State developing processes and customizing trainings to meet the need of their office relating to topics including CPL 245 compliance, record keeping and case tracking strategies and more. My work in these counties have also included law enforcement communication and training to polish the transfer of information in an accurate and timely fashion. These processes are then further developed to track staff workload, timeframes and deadlines, discovery sharing and compliance, reporting at every phase and much more. All with using PCMS/DEMS.

While the processes and training that we will develop will be customized to meet the needs of your county, I propose the following as a general guide:

- Complete office review, including necessary calls, virtual meetings and emails, to understand the mechanisms currently in use in your office for record keeping and case tracking, including but not limited to defendant files, grant management, county reports and statistics.
- Conference calls and/or emails to further understand your office dynamics and how PCMS/DEM is currently being used, not used or under used.
- Development of a guide for streamlining the use of PCMS/DEMS to incorporate all of the record keeping needs of your office.
- Conduct a review of the process for transfer of information with law enforcement.
- Throughout these development stages, continual review and troubleshooting with members of your office will occur.



FINGER LAKES
PARALEGAL SERVICES

414 Fairview Avenue
Hornell, New York 14843
(607) 281-7428

*** NYS Certified Woman Owned Business

- Once a process is developed and approved, we will create guidelines, tip sheets and other information that can be shared with DA and LE staff relating to the new systems and processes.
- I will conduct 2 full days of in person consultation and training, at your office (or a place designated by your office), to assist with implementation of these systems and processes.

As we discussed, PCMS/DEMS has the ability to house much if not all of the information that your office currently tracks using a variety of methods. Our partnership will develop systems to best utilize the resources available and to train all involved to ensure a seamless transition to using NYPTI's PCMS/DEMS for most of your needs. This will enable all members of your staff to be able to access all necessary information remotely as well if necessary.

Consideration - \$9,500

1. \$4,500 invoiced upon execution of this agreement.
2. \$5,000 invoiced upon completion of the in-person training.

All expenses are included in this proposal (including travel).

Terms:

All fees are payable within 15 days of date of invoice. Additional hours beyond those quoted will be billed at \$85.00 per hour. The fees quoted will not be exceeded unless the project changes substantially and new fees are agreed upon in writing.

Thank you for this opportunity, I look forward to working with you.

Pamela A. Aini

Pamela A. Aini, Paralegal
Finger Lakes Paralegal Services

Hon. Anthony DiMartino
Oswego County District Attorney

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER		ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	
A1165	54300					9,500.00
			A	159900		(9,500.00)
					Requesting funds to pay for a consultant to help us utilize	
					PCMS/DEMS at it's fullest potential to streamline processes	
					and help our office run more efficiently. This also includes	
					training for all staff.	

DEPARTMENT HEAD DATE

COUNTY ADMINISTRATOR DATE

*DIRECTOR OF HUMAN RESOURCES DATE

CHAIRPERSON DATE

*If Personnel Services are impacted

COUNTY TREASURER DATE



Oswego County EMS

200 North Second St, Fulton, NY 13069

(315) 591-9150 (office) (315) 591-9176 (fax)

Cathleen Palmitesso - Director of Emergency Management

Nate Degear, EMT - EMS Field Coordinator

Jordan Holliday, M.D. - Medical Director



Public Safety Committee Meeting- April 1st, 2024

EMS Coordinator Report

March 2024 Activities

1. EMS Education

- a. The Fulton EMT Class Continues with 7 Students.
- b. The Brewerton EMT Class Continues with 15 Original Students and 5 Refresher Students.
- c. The Menter EMT Academy Started March 25th, it has 9 Original Students and 1 Refresher Student.
- d. Workforce NY will continue to offer tuition assistance for the EMT course for approved students.
- e. Working on our Course Sponsorship Renewal with NYS Bureau of EMS
- f. Developing course materials for a future Advanced-EMT Class.
- g. Developing coursework and class schedules to utilize the ARPA funding designated to provide our volunteer services with additional qualified members in their agency.

2. Response

- a. Continue to work as the liaison with county EMS providers and keep an open line of communication and monitor ambulance resources and coverage in the county.
- b. Continue to work with all agencies on updating the County EMS Mutual Aid Agreement.
- c. Continue to work with our local Regional EMS Partners as well as Hospital Partners to ensure an open line of communication.
- d. Solar Eclipse Planning and Coordination with local EMS Agencies is well underway. Glasses have been provided to providers working that day, and EMS Agencies planning on increasing staffing to ensure there is proper EMS Coverage in the County for any call increases or types of EMS Emergencies we may see that day.

3. Meetings

- a. Bureau of EMS Agency Leadership and Course Sponsors calls
- b. CNY Regional EMS Council, Executive and Committee wide meetings
- c. Public Health and Safety Team Meeting
- d. Mental Health and Wellbeing Meeting
- e. Eclipse Planning Meeting
- f. County Wide Director of Operations Meeting
- g. EMS CQI Meeting
- h. Regional NYS County EMS Coordinators Association Meeting



Cathee Palmitesso, Director
Email: Cathleen.Palmitesso@OswegoCounty.com

Public Safety Committee Report EMO – March 2024

Planning/Grants/Response:

1. Continue to manage and administer various grants with our stakeholders.
2. Continue to participate in committee meetings and municipality workshops for update to the County Hazard Mitigation Plan.
3. Continue to conduct Solar Eclipse Planning Mtg. with stakeholders in the county.
4. Submitted the application to gain accreditation of our department from NYS.

Meetings/Webinars/Conferences/Exercises:

1. Attend the monthly National Weather Service (NWS) virtual conference call and winter weather outlook meeting.
2. Participated in the Public Health & Safety Team (PHAST) meeting regarding overdoses in the county.
3. Participated in the quarterly local emergency planning committee meeting.
4. Continue to plan a collaborative presentation between Oswego Health, EMO and County Health Department at the Public Health Summit Conference.
5. Participated in NYS Solar Eclipse Planning Mtg. to gauge response from our state partners.

Radiological Preparedness:

1. Radiological Emergency Preparedness emergency worker training sessions are ongoing with our partners.
2. Submitted our annual REP Expenditure Plan to receive the Chapter 708 Nuclear Funding for our program.
3. Reviewing the FEMA REP Manual Dec. 2023 Revision to align our program to meet any changes.
4. Coordinating with Constellation, Upstate and Oswego Hospital to conduct our 2024 Medical Service Exercises.
5. EMO Staff continues to plan for our off-year radiological exercise in June 2024.
6. Continue to work with a vendor to create WebEOC boards for our radiological response plan.

UAS (Unmanned Aircraft Systems) Activities:

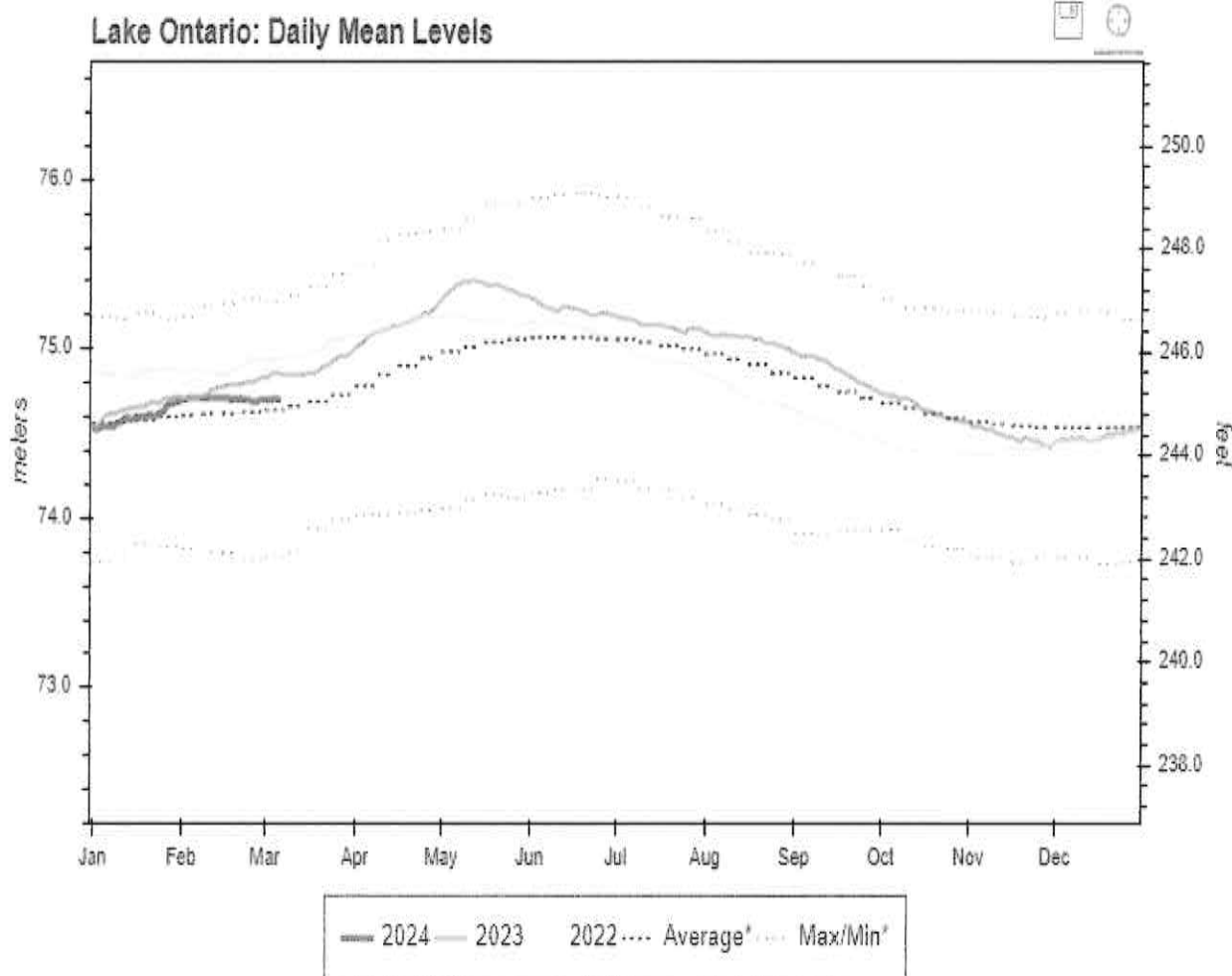
1. Total flights – thru Jan. 31
 - a. County 28
 - b. Fulton City 3
 - c. No others reporting.

2. Monthly FAA reporting complete.
3. 3 new grant applications submitted. (2) Congressional Spending for FY2025 and (1) Shineman Foundation.
4. 3 pilots attended the National Public Safety Drone Responders Conference.
5. Working with county agencies in preparation for the solar eclipse
6. Joint training date with OPD/OFD and FPD in May.

Great Lake Level Conditions and Forecast

1. Current Water Level as of March 6 (IJC) 245.11ft.
2. Average Water Level for March 09-15 (IJC) 244.95ft.
3. Forecast Water Level Range for April 5 (IJC) 245.11-246.00 ft.
4. The 2024 water level is still below the 2023 level currently, but we are average for this time of year.

Lake Ontario Lake St. Lawrence Lake St. Louis Montreal Harbour



**OSWEGO COUNTY
PROBATION DEPARTMENT**

Public Safety Center
39 Churchill Road
Oswego, New York 13126
Phone: (315) 349-3477

DIRECTOR
David L. Hall

SUPERVISORS
Margaret A. Fitzgibbons
Shannon M. Perkins
Kelly A. Sheffield
Chrystal L. Thompson

PROBATION

**PUBLIC SAFETY COMMITTEE REPORT
April 1, 2024**

Supervision

- As of 3/19/24, the department had 709 individuals under some level of supervision/monitoring (Criminal Court, Family Court, and Juvenile Intake).

Investigations

- 100 investigations (Presentence, Pre-Plea, Predisposition and Pre-Transfer) were assigned in February 2024.

Electronic Monitoring

- As of 3/19/24, the department had 29 individuals under electronic monitoring. This number, which varies month to month, includes individuals under Pre-Trial Release, Probation Supervision and Predisposition (Family Court).

Pre-Trial Release

- As of 3/19/24, the department was monitoring 111 individuals on Pre-Trial Release.

Grants/Programming

- The department is in the process of interviewing incarcerated individuals to begin the next Interactive Journaling group in the jail.

Restitution/DWI Fees

- In February 2024, the department collected \$7,392.76 in restitution (\$368.74 in surcharge).
- In February 2024, the department collected \$3,249.00 in DWI supervision fees.

Special Services

- The department currently has 10 officers who are qualified to carry a firearm full time. Special Services Officers execute Violation of Probation warrants and conduct unannounced home visits with probationers.
- As of 3/19/24, the department had 50 active VOP warrants.

Staffing

- The department presently has a Director, 4 Supervisors, 8 Senior Probation Officers, 13 Probation Officers (and 2 vacancies), 3 Probation Assistants, an Administrative Secretary, a Principal Account Clerk, an Account Clerk, 1 Sr. Typist (and 1 vacancy) and 2 Typists.

Alternatives to Incarceration (ATI)

- The department receives State funding for the Enhanced Pre-Trial Release program. As such, DCJS requires that a local planning group meet on a regular basis to review the ATI plan and delivery of ATI services. This board met on 3/6/24 and is scheduled to meet next on 6/13/24.

STOP DWI

Victim Impact Panel (VIP)

- The department conducts Victim Impact Panels every other month. The last VIP was on 2/21/24, and the next is scheduled for 4/17/24.

High Visibility Enforcement Campaign (HVEC)

- There were additional law enforcement patrols over the St. Patrick's Day weekend.

Community Events

- Staff is assisting several schools with planning Mock DWIs.
- Staff will be participating in several upcoming events, including the Eclipse Block Party in Oswego on 4/7/24.
- The STOP-DWI Educator continues to present at school driver's education classes.



OSWEGO COUNTY FIRE COORDINATORS OFFICE

720 East Seneca Street, Oswego, NY 13126

Shane P. Laws
Fire Coordinator

Office: 315.349.8800
Fax: 315-349-8810

Fire Coordinators Report March 2024

Coordinator Activity: (1/1/24- 2/29/24)

Coordinator Activations: 39
Structure Fires: 13
Haz Mat Team: 2
Fire Investigation Team: 6
Dive Team: 1
Rope Rescue Team: 0
No Response Required: 16
Other: 1

FIRE TRAINING:

- BEFO – 1/22/24-4/6/24—ERTC
- NYS Officer Development Firefighter Health & Safety –3/12-3/21/24 – ERTC
- Small Vessel Security for Rural Communities – 5/8/24 – ERTC
- Trench Rescue Awareness – 4/14/24 – ERTC
- Apparatus Operation (Pump Ops) – 4/9/24 – Mexico FD
- Fire Police – 5/1/24-6/1/24 – Oswego Town FD
- Instructional Presentation and Evaluation Skills – 5/14/24-5/16/24 – JIC
- Trench Rescue Ops – 4/20/24-4/21/24 – ERTC
- Trench Rescue Technician – 4/27/24-4/28/24 -- ERTC

Other

- Emergency Response Training Center stats (Numbers reflect from 1/1/24)
 - ❖ Class taught -- 58.
 - ❖ Number of students – 335
 - ❖ Instruction hours – 341