

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
JUNE 10, 2021**

OSWEGO COUNTY LEGISLATURE

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RESOLUTION NO. 114

**RESOLUTION AUTHORIZING THE RECLASSIFICATION OF ONE POSITION
IN THE COUNTY ATTORNEY'S OFFICE**

By Legislator David Holst:

WHEREAS, the title Family Court Attorney is no longer used and due to the retirement of a long-term employee, the title of Secretary to the Family Court Attorney is now vacant; and

WHEREAS, to better reflect the duties of the personnel who perform key professional administrative responsibilities within the County Attorney's Office it is preferable to reclassify this position as Administrative Secretary; and

NOW, upon recommendation of the Government, Courts and Consumer Affairs Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that position #142044201, Secretary to the Family Court Attorney in the Oswego County Professionals Association unit be reclassified to an Administrative Secretary in the same unit, Grade SG-20, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Officer, and Human Resources Director shall be their authority to make such changes.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

RESOLUTION NO. 115

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S
OFFICE TO ACCEPT REVENUE FROM OSWEGO CITY SCHOOL DISTRICT
TO FUND SPO POSITIONS**

By Legislator Terry Wilbur:

Upon recommendation of the Public Safety 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.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 115 of 2021

A3112.415200	(\$55,071.80)
A3112.514000	\$38,000.00
A3112.544500	\$6,100.00
A3112.545300	\$6,731.80
A3112.590898	\$4,240.00



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
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR



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: May 20, 2021

SUBJECT: Budget Modification to accept funds from Oswego City School District to fund two Special Patrol Officer positions.

PURPOSE: The Sheriff's Office requests permission to accept funds from Oswego City School District and to provide two Special Patrol Officers at two Oswego City Schools.

SUMMARY: The Sheriff's Department requests permission to receive revenue in the amount of \$55,071.80 from Oswego City School District to fund two additional Special Patrol Officers (SPO) Positions. The revenue will be distributed within the Sheriff's Office budget line items to create two additional SPO's positions and startup expenses. Oswego City School District will fund \$55,071.80 (for the Fall 2021 school year) for the two fulltime SPO positions. This request covers all expenses (wages, training, uniforms, weapons etc.) as per an MOU between the Sheriff's Office and the School District.

RECOMMENDED ACTION:

The Sheriff's Office recommends the approval of this cost neutral budget modification.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A3112	415200					School Safety Initiative	(\$55,071.80)
			A3112	514000		Part Time/Temporary	38,000.00
			A3112	544500		Other Travel Reimbursement	6,100.00
			A3112	545300		Uniform, Clothing & Tools	6,731.80
			A3112	590898		Other Benefits	4,240.00
TOTAL AMOUNT							-

COMMITTEE SIGNATURES DATE

COUNTY TREASURER

DATE

PERSONNEL DIRECTOR

DATE

COUNTY ADMINISTRATOR

DATE

DEPARTMENT HEAD

DATE

RESOLUTION NO. 116

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S
OFFICE TRANSFER FROM UNAPPROPRIATED FUNDS TO OTHER SUPPLIES
AND EXPENSE**

By Legislator Terry Wilbur:

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.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 116 of 2021

**A159900
A3110.545500 AXON**

**(\$420,000.00)
\$420,000.00**



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

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(315) 349-3318
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DONALD R. HILTON
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JOHN F. TOOMEY
UNDERSHERIFF
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR



CIVIL DIVISION
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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

SUBJECT: Budget Modification

DATE: May 20, 2021

PURPOSE: The Oswego County Sheriff's Office requests permission to transfer \$420,000 from Unappropriated Fund Balance into expenditure Line A3110545500 (Other Supplies and Expense).

SUMMARY: Review and consideration is requested for a budget modification to reflect a transfer of \$420,000 from the Unappropriated Funds Balance into expenditure Line A3110545500 to cover the cost of purchasing Body Worn cameras. This purchase is needed to fill a requirement which is the result of NYS 2021 Police Reform. The implementation of body-worn cameras will be used to support criminal and civil investigations, collect evidence, and document interactions between deputies and the public. The use of body-worn cameras has proven to be an invaluable tool for community policing in today's society.

**RECOMMENDED
ACTION:**

To approve the request to transfer funds as detailed in the attached worksheet to cover mandated expense.

[illegible]

DATE _____

TOTAL AMOUNT

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 117

RESOLUTION IN SUPPORT OF
THE RESTORE ORDER ANTI-CRIME INITIATIVE SLATE OF BILLS
INTRODUCED IN THE NEW YORK STATE ASSEMBLY

By Legislator Wilbur:

WHEREAS, major cities in this state have all seen a rise in crime in the first four months of 2021; and

WHEREAS, homicides are up fifty percent from 2020 in Syracuse and have doubled in Rochester over the same time frame; and

WHEREAS, in Albany, rapes, aggravated assaults and robberies have each reportedly seen a fifteen percent increase over the last year; and

WHEREAS, New York City has experienced an seventeen percent increase in murders and an eighty-three percent increase in shootings; and

WHEREAS, should this trend continue, it will further erode the quality of life in this state, place county residents at risk of harm and will negatively impact the state and local economy as employers will choose another state over New York; and

WHEREAS, while some criminal justice reform was needed, the measures recently enacted by Albany have tipped the scales of justice in favor of criminals and against law abiding citizens trying to live, work and raise families in this state; and

WHEREAS, common sense amendments are necessary to stave off further increases in violent crime and to restore some balance to the criminal justice system so that persons committing crimes face some consequences as a result of their actions,

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

RESOLVED, that this body supports the bills now pending which compromise the Restore Order Anti-Crime Initiative which includes the following bills now introduced in the New York State Assembly:

Restore Judicial Discretion (A.5265, Reilly) – Restores judicial discretion to allow judges the ability to determine whether a violent criminal poses a dangerous threat to the community and can be held without bail.

Bail for Gun Crimes (A.7066, Barclay) – Removes all gun crimes from the “no-bail” list of

offenses established in 2019.

Parole Reform (A.5737, Barclay) – Requires a unanimous vote of at least three parole commissioners to grant a prisoner early release and also allows a majority vote of the Legislature to remove a commissioner from the Parole Board.

Three Strikes & You're In (A.5334, Brabenec) – Authorizes life in prison without parole for persistent violent felony offenders.

Shooting Into Crowds (A.4259, Jensen) – Makes it a Class B violent felony to fire into a crowded space with the intent to harm.

Additional 5 Years for Possession (A.4762, Mikulin) – Provides for an additional 5-year term of imprisonment for committing a felony while possessing a loaded firearm.

Bail for Hate Crimes (A.3986, M. Miller) – Makes a “hate crime” a qualified offense for purposes of remanding, setting bail and denying pre-trial release.

and, it is further,

RESOLVED, that copies of this resolution be sent to the county’s statewide elected representatives and Governor Cuomo.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

RESOLUTION NO. 118

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
DEPARTMENT OF SOCIAL SERVICES
TO TRANSITION FROM NORTHWOODS COMPASS CO-PILOT TO
COMPASS TRAVERSE**

By Legislator Roy Reehil:

WHEREAS, the Social Services Commissioner has identified the need to purchase Northwoods Traverse for implementation within the Oswego County Department of Social Services, and

WHEREAS, the total cost the project is estimated to be \$127,781 with State share of \$79,224 and local share of \$48,556, with all required funds being transferred from within the Department's 2021 existing budget,

Now, upon recommendation of the Human 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 the County be authorized to enter into a contract with Northwoods Consulting Partners, Inc. for software subscriptions and professional implementation services in the amount of \$127,781, 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.

ADOPTED BY VOICE VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 118 of 2021

A6070.543800

\$127,781.00

A6070.511000

(\$98,000.00)

A6070.545500 PPCON

(\$29,781.00)



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5435 • fax 315.963.5477

INFORMATIONAL MEMORANDUM

DATE: May 21, 2021

SUBJECT: Transition from Northwoods' Compass® CoPilot for iOS to Northwoods' Traverse®

PURPOSE: This resolution supports the transition of our Caseworkers' mobile casework from the Compass® CoPilot for iOS mobile application to Traverse®. Given the on-going changes to the State ITS system, management and use of the Co-Pilot application as is will become extremely cumbersome, if not impossible. Traverse® will allow for increased access to archived Child Welfare and Adult Services records by Caseworkers from anywhere, also allowing for data and documents to be directly submitted to case record archives from the field.

SUMMARY: Over the past several months, NYS ITS has been moving forward with plans to eliminate the state servers/network within each local district and implement statewide VDI access to all state systems over the internet. As such, counties will no longer be able to host any county-owned software or files on the state network. For our staff working in the field, this means that the majority would only be able to access/upload to the case record archives from the office. This complication would minimize the usefulness of the program from the field, so the cost benefit would be greatly reduced.

Traverse® will continue the field staff's ability to interact with the records archive from the field. Traverse® also offers significant enhancements as it uses next-generation technology, including artificial intelligence, to read a case file like a caseworker and provide insights into case history. This will assist Caseworkers in accessing important, relevant information from case records much more easily and efficiently, saving them time and making the information they are working with more accurate and complete.

All digital records will be held and safeguarded in the AWS Cloud with the Traverse® interface. AWS offers FedRAMP-compliant and HIPAA compliant services. Data is encrypted in transit via HTTPS TLS 1.2 and AES 256-bit when at rest. The Northwoods team will provide 12-weeks of set-up, training, and implementation services as part of this transition.

FISCAL IMPACT: The transfer over to Traverse®, including staff training, after 50% discount incentive, is \$180,630. We will also receive a credit on the maintenance/support fees we have paid this year on a declining scale based on the month we start using Traverse®. Planning a September 1 start, the credit will be -\$52,849, making **the total cost \$127,781 for the first year, or \$933 per user**. Annual maintenance/support for year 2 and year 3 are \$161,160 each year, which is approximately \$16,000 above the current cost. The funding for this project is being transferred from within the budget and will be reimbursed at 62% state and local funds. **This project is budget neutral for 2021.**

RECOMMENDED

ACTION: The Department of Social Services recommends that the Human Services Committee, Finance & Personnel Committee, and the Legislature approve this expenditure to transition to Traverse® on September 1, 2021.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as “Agreement” or “SaaS Agreement”) is made and entered when fully executed by signatures of both parties (“Effective Date”) by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5200 Rings Road, Dublin, Ohio 43017, USA, (hereinafter referred to as “Northwoods”), and Oswego County Department of Social Services (hereinafter referred to as “You” “Your” or “User”).

1. Definitions. As used in this Agreement, the following definitions apply to capitalized terms:

- a) “Aggregate/Anonymous Data” means: (i) data generated by aggregating Your Data with other data so that the results are non-personally identifiable with respect to You or your customers; and (ii) anonymous learning, logs, and data regarding the use of the Services.
- b) “Charges” means the amounts to be paid by You for the right to use any of the applicable Software, Services and/or hardware or other Third Party Products under the terms of this Agreement. The Charges are described in Attachment A and the payment schedule for these Charges are defined in Schedule A1.
- c) “Documentation” means Northwoods’ and any Third Party electronic user guides, documentation, and help and training materials, as updated from time to time.
- d) “Northwoods Software” means the Compass®, Traverse®, or other proprietary Northwoods-branded, computer programs, in object code form, and their associated documentation. Attachment A lists separately the various modules and quantities (where applicable) of Northwoods Software made available to You and Attachment B contains the terms of use applicable to the Northwoods Software.
- e) “Service Level Agreement” or “SLA” defines the terms under which the Software will be available to You, as defined in Schedule C1.
- f) “Services” means the professional services that are ordered by and paid by You.
- g) “Software” means collectively Northwoods Software and any Third Party Products.
- h) “Statement of Work” means the detailed work plan for the initial implementation, attached hereto as Attachment D.
- i) “Subscription Date” means sixty (60) days following the Effective Date.
- j) “Support Services” means the maintenance and support services to be provided by Northwoods in accordance with Attachment C.
- k) “Third Party Products” means any product or software program acquired by Northwoods from an outside vendor on Your behalf under the terms of this Agreement. Attachment A lists separately the various Third Party Products made available to You.
- l) “Your Data” means electronic data and information submitted by You or for You to the Services or collected and processed by or for You using the Services.
- m) “Your Database” means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by You.

2. Northwoods’ Responsibilities. Northwoods will (i) make the Software available to You pursuant to this Agreement; (ii) provide Services for the initial implementation of this project, as described more fully in Attachment D; and (iii) provide our Support Services to You, as described more fully in Attachment C.

3. Order of Precedence. In the event there is a conflict between this Agreement and the attached Scope of Work, the terms of this Agreement shall govern.

4. (a) Term of Agreement. This Agreement commences on the Effective Date and continues until all User Subscriptions granted in accordance with this Agreement have expired or have been terminated.

(b) Term of User Subscriptions. User subscriptions commence on the Subscription Date specified and continue for a period of three years (“Initial Term”). At the end of the Initial Term, the subscription(s) will automatically renew for a period of three (3) years (“Option Terms”). Either Party may terminate this Agreement as of the last day of the Initial Term or any Option Term by giving the other Party not less than sixty (60) days’ written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term.

5. Initial Implementation. Northwoods will furnish only such staff, materials, supplies, and labor for the initial implementation as detailed in the Statement of Work for this Project. Upon execution by both parties, any subsequent Statement of Work will become part of this Agreement. The Parties may modify the requirements of any Statement of Work through a written change order, and such written change order will become part of the respective Statement of Work when executed by authorized representatives of both parties.

6. Charges and Payment Terms.

- a) You agree to pay Northwoods the Charges at the times and in the amounts set forth in Schedule A1.
- b) Invoices are payable net thirty (30) days after receipt of invoice. Failure to remit timely payment of any invoice may result in Northwoods ceasing work on the initial implementation and/or ceasing to provide the Software or the Services.
- c) Any delay in the project that is the direct result of Your failure to comply with the terms of this Agreement and any of its Attachments or Schedules may result in Northwoods ceasing work on the initial implementation and will require You to reimburse Northwoods' actual costs incurred as a result of said delay.

7. Taxes. Fees are exclusive of taxes and You will promptly pay or reimburse Northwoods for all taxes arising out of this Agreement, whether or not Northwoods provided prior notice of, or invoiced, any such taxes to You. For purposes of this Agreement, "taxes" means any sales, use, and other taxes (other than taxes on Northwoods' income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. If You are required to pay or withhold any tax in respect of any payments due to Northwoods hereunder, You will gross up payments actually made such that Northwoods receives sums due hereunder in full and free of any deduction for any such tax. If You are legally entitled to an exemption from the payment of any taxes, You will promptly provide Northwoods with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.

8. You acknowledge and understand that the output of Northwoods Software is not intended to replace human discretion, decision-making or research, but is to be used as a guidance tool only.

9. Ownership.

- a) Your Data shall be considered confidential information and remains Your sole and exclusive property. Notwithstanding the foregoing, and subject to Section 11 below, You grant Northwoods a limited, revocable, royalty-free license to use Your Data only for the purpose of providing and continually improving and refining the Software. The license grant includes a license to store, transmit, maintain, and display Your Data only to the extent necessary to provide the Software to You.
- b) Customizations. Any customization of Northwoods Software specifically for You or at Your request is owned by You, with all rights, title, and interest to such customization being assigned to You. For such customizations, You grant Northwoods a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute such customization(s) for its own business purposes and for use with other customers.
- c) Aggregate/Anonymous Data. You agree that Northwoods will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the Parties agree that Northwoods may use Aggregate/Anonymous Data for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Northwoods' products and services and to create and distribute reports and other materials). Northwoods will not distribute Aggregate/Anonymous Data in a manner that personally identifies You or your customers.
- d) Feedback. If You elect to provide any feedback, suggestions, comments, improvements, ideas, or other information to Northwoods regarding the Service(s) ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Northwoods to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Northwoods a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.

10. Privacy. You are aware and agree that Northwoods may, as part of the normal operation and support of the Northwoods Software, collect information related to the use of the Northwoods Software, through tracking and other technologies. Northwoods does so to gather usage statistics and information about the effectiveness of our products for the purpose of improving user experience.

11. Publicity. You authorize Northwoods to identify You as a client, and to use Your name and logo in any of Northwoods' mutually agreed to advertising copy, promotional material, and/or press releases.

12. Termination.

- a) If either Party is in default of any of its material obligations hereunder, and has not commenced cure within ten (10) days and effected cure within thirty (30) days of receipt of written notice of default from the other Party, then this Agreement may be terminated.
- b) In the event of termination, You shall be responsible for payment for all Software and Services rendered by Northwoods through the date of termination.
- c) Upon termination of this Agreement for any reason, You shall immediately (i) discontinue any and all use of the Software and Documentation; and (ii) either (A) return the Documentation to Northwoods, or (B) with the prior permission of Northwoods, destroy the Documentation and certify in writing to Northwoods that You have completed such destruction. Further, upon termination of this Agreement, Northwoods may immediately deactivate Your

account.

- d) Upon request, within thirty (30) days of the date of termination of this Agreement by either Party, Northwoods will make Your Data available to You. After the thirty (30) day period, Northwoods will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Northwoods' possession or control, unless legally prohibited.

13. Warranties.

- a) Each party represents and warrants that it has the legal power to enter into this Agreement. Northwoods warrants: (i) the Software will substantially conform in all material respects with the applicable Documentation; (ii) Northwoods further represents and warrants that it has all rights required to provide the Software to You and that to the best of Northwoods' knowledge the Software does not infringe upon or violate the United States patent rights of any third party or the copyright or trade secret right of any third party; and (iii) the functionality of the Software will not be decreased from that available as of the Effective Date.
- b) If any modifications, additions, or alterations of any kind or nature are made to the Software by You or anyone acting with Your consent or under Your direction, all warranties will immediately terminate.
- c) NORTHWOODS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO THE SOFTWARE, HARDWARE, OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.

14. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. In no event shall either Party be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever arising out of or in any way related to the Software or Services even if Northwoods has been advised of the possibility of such damages.

15. Indemnification.

- a) *Cyber/Security Breach Indemnification.* In the event of any claim by a third party against You (the "Cyber Claim"), alleging that You and/or Northwoods caused a breach of the security, confidentiality, or integrity of Your Data, You will notify Northwoods of the Cyber Claim in writing within five (5) business days of the receipt of the Cyber Claim and tender sole control of the Cyber Claim to Northwoods and/or its insurer(s) and Northwoods will defend such Cyber Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such Cyber Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such a breach is found, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any Cyber Claim, to the extent that the Cyber Claim is based upon the sole negligence or willful misconduct of You. If You and Northwoods are both at fault in connection with the data breach, Northwoods' obligation to defend and indemnify shall be limited and proportional to the parties' relative fault.
- b) *IP Indemnification.* In the event of any claim by a third party against You (the "IP Claim"), alleging that the use of the Northwoods Software infringes upon any intellectual property rights of such third party, You will notify Northwoods and/or its insurer(s) of the IP Claim in writing within five (5) business days of the receipt of the IP Claim and tender sole control of the IP Claim to Northwoods and/or its insurer(s) and Northwoods will defend such IP Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such IP Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such an infringement is found and Northwoods cannot either procure the right to continued use of the Northwoods Software, or replace or modify the Northwoods Software with a non-infringing program, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any IP Claim, to the extent that the IP Claim is based upon (i) the negligence or willful misconduct of You; (ii) the use of the Northwoods Software in combination with other products or services not made or furnished by Northwoods, provided that the Northwoods Software alone is not the cause of such IP Claim; or (iii) the modification of the Northwoods Software or any portion thereof by

anyone other than Northwoods, provided that the Northwoods Software in unmodified form is not the cause of such IP Claim.

16. Confidentiality.

- a) Each party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect any confidential information of the other party that is disclosed during negotiation or performance of this Agreement.
- b) You will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Northwoods and/or the owner of the Third Party Products. This includes, but is not limited to: (i) instructing Your employees that have access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (ii) maintaining proper control of passwords and security procedures to prevent unauthorized access to Your Database.

17. Notices. All official notifications, including but not limited to, termination of this Agreement must be sent to the other Party's authorized representative. All notices required under this Agreement will be in writing and deemed delivered upon: (1) personal delivery; (2) three (3) days subject to being posted with the U.S. registered or certified mail, return receipt requested; or (3) two (2) days after deposit with a commercial express air courier specifying next day delivery, with verification of receipt.

Northwoods' authorized representative for the purpose of administration of this contract is:

Name: Sarah Edwards, General Counsel and Chief Administrative Officer
5200 Rings Road
Dublin, OH 43017
Telephone: (614) 781-7800
Email: Sarah.Edwards@teamnorthwoods.com

Your authorized representative for the purpose of administration of this contract is:

Name: Marti Babcock, Deputy Commissioner
Address: Oswego County DSS
PO Box 1320
Mexico, NY 13114
Telephone: 315-963-5437
Email: Marti.Babcock@oswegocounty.com

18. Neither Party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other Party hereto. Any such assignment without the prior written consent of the other Party hereto shall be void.
19. This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and permitted assigns.
20. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.
21. This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction in Franklin County, Ohio.
22. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
23. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.
24. If by reason of *force majeure* either party is unable in whole or in part to act in accordance with this Agreement, the party



shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.

25. Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
26. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. This Agreement may also be executed electronically. Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.
27. This Agreement sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, as of the date first above written.

NORTHWOODS CONSULTING PARTNERS, INC.

By: _____

Nick Patel, Chief Financial Officer

Date: _____

OSWEGO COUNTY DEPARTMENT OF SOCIAL SERVICES

By: _____

Name: _____

Title: _____

Date: _____

Attachment A



Date Submitted: 04/12/2021
Expiration Date: 06/30/2021

Quote for Traverse

Prepared for Oswego County DSS
Prepared by Mike Drabek, Northwoods Consulting Partners

Summary

The following is a fixed quote of Software-as-a-Service (SaaS) and Professional Services for the implementation of Traverse within Oswego County DSS.

First Year Cost

Description	Period	Code	Cost
Traverse Subscription (100,001-200,000 Population)	Year 1	SaaS-TRV-P0	\$158,000.00
Traverse Capture for iPhone Subscription	Year 1	SaaS-TCI-P0	\$3,160.00
Traverse Professional Services	Year 1	PS-TRV-H1	\$178,140.00
Upfront Content Migration (Approx. 366,000 Images)	Year 1	PS-TRV-H1	\$21,960.00

First Year Total **\$361,260.00**

CoPilot to Traverse Migration Incentives

Description	Code	Cost
Year 1 Traverse Subscription Reduction*	SaaS - TRV-P0	\$79,000.00
Year 1 Traverse Capture for iPhone Subscription Reduction*	SaaS-TCI-P0	\$1,580.00
Professional Services Reduction*	PS-TRV-H1	\$89,070.00
Content Migration Reduction*	PS-TRV-H1	\$10,980.00

Incentive Total **\$180,630.00**

After Incentive First Year Cost

Description	Period	Code	Cost
Traverse Subscription (100,001-200,000 Population)	Year 1	SaaS-TRV-P0	\$79,000.00
Traverse Capture for iPhone Subscription	Year 1	SaaS-TCI-P0	\$1,580.00
Traverse Professional Services	Year 1	PS-TRV-H1	\$89,070.00
Upfront Content Migration (Approx. 366,000 Images)	Year 1	PS-TRV-H1	\$10,980.00

After Incentive Total **\$180,630.00**

Annual Ongoing Cost After Second Year

Description	Period	Code	Cost
Software Subscription	Year 2	SaaS-TRV-P0	\$161,160.00
Software Subscription	Year 3	SaaS-TRV-P0	\$161,160.00

* - Northwoods is offering an incentive for current CoPilot customers to migrate to Traverse. Customer must be in contract before June 30, 2021 to be eligible for this discount. Additional terms and conditions apply.

SCHEDULE A1
Payment Terms

DESCRIPTION	AMOUNT DUE
Northwoods Software Subscription for Traverse (Initial Term)*	
Year 1 – Due upon execution of Agreement	\$80,580.00
Year 2 – Due on anniversary of Subscription Date	\$161,160.00
Year 3 – Due on anniversary of Subscription Date	\$161,160.00
Upfront Content Migration – due upon execution of Agreement	\$10,980.00
Professional Services	
30% due upon completion of the Startup Phase of the Project	\$26,721.00
20% due upon completion of the Design Phase of the Project	\$17,814.00
20% due upon completion of the Test Phase of the Project	\$17,814.00
20% due upon completion of the Deploy Phase of the Project	\$17,814.00
10% due upon completion of the Closeout Phase of the Project	\$8,907.00

* Software subscription payments are subject to fee increases for each Option Term.

ATTACHMENT B
Terms of Service

1. USAGE GRANT:

- (a) Northwoods grants to You, for the term of this Agreement, a non-exclusive, non-assignable (except as herein provided), non-transferable, right to use the Northwoods Software solely for use by You internally, and only for capturing, storing, processing and accessing Your Data. You shall not make any use of the Northwoods Software in any manner not expressly permitted in this Attachment B.
- (b) You acknowledge and understand that the Northwoods Software is available for use only during the term of this Agreement (as defined in the Software as a Service Agreement).
- (c) You agree: (1) not to remove any Northwoods' notices in the Northwoods Software or Documentation; (2) not to sell, transfer, rent, distribute, make available, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Northwoods Software or Documentation; (4) attempt to gain unauthorized access to the Software or its related systems or networks; (5) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Northwoods Software; and (6) not to prepare derivative works from the Northwoods Software or Documentation.
- (d) You may not assign, transfer or sublicense all or part of Your rights without the prior written consent of Northwoods; provided that Northwoods agrees that such consent shall not be unreasonably withheld in the case of any assignment by You of Your rights in their entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Your assets that assumes in writing all of Your obligations and duties under this Attachment B.
- (e) The Northwoods Software may be bundled with software owned by third parties. Such third party software is available for use solely within the Northwoods Software and is not to be used on a stand-alone basis. Notwithstanding the above, You acknowledge that the Northwoods Software may include open source software governed by an open source license, in which case the open source license may grant you additional rights to such open source software.

2. OWNERSHIP:

- (a) Notwithstanding the ownership of any customization made to the Northwoods Software for User or at User's request, Northwoods and its licensors retain all right, title, and interest in and to the Northwoods Software and related documentation and materials, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Northwoods Software. The Northwoods Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Northwoods Software are transferred to You. You agree that nothing in this Agreement or associated documents gives You any right, title or interest in the Northwoods Software, except for the limited express rights granted herein.
- (b) You (i) are responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, Your use of Your Data with the Software; and (iii) must use commercially reasonable efforts to prevent unauthorized access to or use of the Northwoods Software, and notify Northwoods promptly of any such unauthorized access or use.

3. CUSTOMER RESPONSIBILITIES:

- (a) In order to use the Northwoods Software, You must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based Content. You must also provide all equipment necessary to make (and maintain) such connection to the World Wide Web.
- (b) You agree to provide at least one (1) "System Administrator" responsible for the administration, supervision and management of the Software.

- (c) You will provide and assign a unique password and user names to each authorized user. You acknowledge and agree that You are prohibited from sharing passwords and or user names with unauthorized users. You will be responsible for the confidentiality and use of Your (including Your employees') passwords and user names. You agree to notify Northwoods if You become aware of any loss or theft or unauthorized use of any of Your passwords, user names, and/or account number.

ATTACHMENT C
Ongoing Support

SUPPORT CENTER ACCESS

Ongoing support services are provided via Northwoods Support Center and generally will be available during the hours of 7:00 a.m. to 5:00 p.m., in the applicable time zone for the User, Monday through Friday, excluding Northwoods' holidays, or as otherwise provided by Northwoods to its end users in the normal course of its business, either by telephone or Northwoods Customer Portal, in accordance with the severity levels described below.

ESCALATION / SEVERITY LEVELS

Issues will be generally categorized and handled according to an assigned severity level, as follows:

Severity Level	Description and Examples
Level 1 – High	Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available
Level 2 – Medium	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable.
Level 3 – Low	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

For Severity Level 1 issues, Users must call the Support Center.

For Severity Levels 2 and 3, Users should submit cases over the Web via the Northwoods Customer Portal.

Upon case submission, Users will be asked to provide their organization name, contact information and case details, and each case will be assigned a unique case number. A Northwoods Representative will use commercially reasonable efforts to call or e-mail the User within one (1) business day and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in Northwoods' reasonable determination. Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.

TELEPHONE SUPPORT

The Telephone Support phone number is 833-323-2637

SUBMITTING A CASE

Users may log a case as follows:

1. For Severity Levels 2 and 3 issues, use the Northwoods Customer Portal at <https://portal.teamnorthwoods.com> to click the "New Case" button and provide the requested information.
2. For Severity Level 1 issues, Users must call the Support Center.

REPRODUCING ERRORS

Northwoods must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Northwoods to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their account and/or desktop system for troubleshooting purposes.

EXCLUSIONS

Ongoing Support does not include any of the following:

- Assistance with password resets. Users should click the “Don’t remember your password?” link on the login page or contact their system administrator;
- Assistance with username(s). Users should contact their system administrator;
- Assistance with lockouts due to incorrect login attempts. Users should contact their system administrator to unlock the account, or wait for the lockout period to expire;
- Assistance in developing User-specific customizations;
- Assistance with non-Northwoods products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems; or
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers.

Northwoods is also not responsible for providing, nor obligated to provide, support services under this Agreement if User requested integration services and changes are made to the source data subsequent to Northwoods performing the integration services. This includes, but is not limited to, (i) making changes to the format of the source data; (ii) changing, removing, or introducing new APIs; (iii) changing, removing, or introducing an enterprise service bus; and (iv) changing, removing, or introducing direct database access. Any request by User for Northwoods to support such an instance is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a time and materials basis at Northwoods’ then-current rates.

DOCUMENTATION AND VIDEOS

Where applicable, all pertinent product documentation is available through the application’s help feature and/or Northwoods Customer Portal. Fully searchable and regularly updated, product documentation and videos provide customers with specifics around product features, functionality, configurable settings, and product updates.

SCHEDULE C1 Service Level Agreement

Service Commitment

This Service Level Agreement (SLA) applies to You because you have contracted for web-based software and/or infrastructure hosting services ("Hosting Services").

Northwoods will use commercially reasonable efforts to make its Hosting Services available with a monthly System Availability Percentage (defined below) of at least 99.9% ("Service Commitment").

Definitions

"System Availability Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Hosting Services were Unavailable to You. System Availability Percentage measurements exclude downtime resulting directly or indirectly from any Hosting Services Exclusion (defined below).

"Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Northwoods will work with You to determine and use commercially reasonable efforts to schedule any such downtime after regular business hours, during times that minimize the disruption to operations. The amount of Scheduled Downtime may vary from month to month depending on the level of change to the system.

"Unavailable" and "Unavailability" mean all of your running instances have no external connectivity.

Service Credits

Service credits are calculated as a percentage of the total charges paid by You annually for the Hosting Services, divided by twelve (12) to determine the credit for the month in which the Unavailability occurred.

In the event Northwoods does not meet the Service Commitment, You may be eligible to receive a 10% service credit. Northwoods will apply any such service credit only against future Hosting Services payments otherwise due from You. Service credits will not entitle You to any refund or other payment from Northwoods. Service credits may not be transferred or applied to any other account You may have with Northwoods. Unless otherwise provided, Your sole and exclusive remedy for any Unavailability, non-performance, or other failure by Northwoods to provide the Hosting Services is the receipt of a service credit in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a service credit, You must submit a claim by contacting the Northwoods Support Center. To be eligible, the credit request must be received by us by the end of the calendar month after which the incident occurred and must include:

- The words "SLA Credit Request" in the subject line;
- The dates and times of each Unavailability incident that you are claiming;
- Your request logs that document the errors and corroborate your claimed outage.

If the System Availability Percentage of such request is confirmed by Northwoods and is less than the Service Commitment, then Northwoods will issue the service credit to You and will apply such credit against your next annual invoice for Hosting Services. Your failure to provide the request and other information as required above will disqualify You from receiving a service credit.

Hosting Services Exclusions

The Service Commitment does not apply to any Unavailability, suspension, or termination of Hosting Services: (i) caused by factors outside of our reasonable control, include any force majeure event or internet access or related problems beyond the demarcation point of the hosting data center; (ii) that result from any actions or inactions of You or a third party, including failure to acknowledge a recovery volume; (iii) that result from Your equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) that are due to any Scheduled Downtime (collectively, the "Hosting Services Exclusions"). If availability is impacted by factors others than those used in our System Availability Percentage calculation, then we may issue a service credit considering such factors at our discretion.

ATTACHMENT D

Statement of Work

See Attachment

21-12-L	2021
5/20/2021	

[illegible]

COUNTY TREASURER	DATE

DATE

DATE _____

DATE _____

RESOLUTION NO. 119

**RESOLUTION AUTHORIZING CREATION OF TWO POSITIONS IN THE
DEPARTMENT OF SOCIAL SERVICES**

By Legislator Roy Reehil:

Upon recommendation of the Human Services Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that two (2) full time Community Service Worker positions, Grade four (4) in the CSEA Oswego County Local 838, be created in the Services Unit within the Department of Social Services, and be it further

RESOLVED, that the creation of two (2) full time Community Service Worker positions will be budget neutral for 2021 given turnover of staff and staff vacancies, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Officer, and Human Resources Director shall be their authority to make such adjustments.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5435 • fax 315.963.5477

INFORMATIONAL MEMORANDUM

DATE: May 21, 2021

SUBJECT: Create Two (2) New Community Service Worker Positions in IVE Services Unit

PURPOSE: This resolution supports adequate staffing critical to maximizing federal IVE funding for child welfare cases at DSS. The positions support the claiming process by preparing required documents for the two Social Welfare Examiners who determine eligibility for IV-E funding.

SUMMARY: **There is no budget modification needed as this is budget neutral for 2021.**

The IVE unit is embedded in Services to bill directly off a client's case and claim federal reimbursement for foster care services. **Title IV-E of the Social Security Act** (42 U.S.C. §§ 671-679b) is an important funding stream for foster care costs. The federal funds help offset the State and local county costs of providing foster care to children. However, not all children in foster care are eligible for federal Title IV-E reimbursement. There are many complexities in this process of establishing eligibility, applying expenses to cases, and claiming the revenue. IV-E eligibility allows for 50% uncapped federal reimbursement of foster care expenses. The other 50% is then covered at 62% by the State Foster Care Block Grant (annual capped allocation) and the remaining 38% (of the 2nd 50%) is county local share.

This chart shows a point in time case count for 2011 and 2021:

Case Count - 10 Year Lookback	CASELOAD in 2011	CASELOAD in 2021
Staff Assigned to IVE unit	1 Senior SWE & 2 SWEs	1 Sr SWE & 2 SWEs
Foster Care Cases	50	181
Preventive Services Cases	307*	234
Subsidized Adoption Cases	157	151
*2011 DSS had contracts with private not for profit agencies to deliver child welfare services. Some of those contracts are no longer funded.		

The number of cases has more than tripled in 10 years with the same number of staff.

Federal and State regulations have changed over the past three years requiring more documentation in these IV-E records for each child in foster care. An example: DSS historically paid seasonal clothing allowance for foster children. As a result of a federal audit that was conducted about three years ago, receipts on all clothing purchases are reimbursed and must be in the file. This is one of many requirements that have added to this unit's workload.

This is the total IV-E Federal revenue received in Oswego County over the last five years:

2016 \$1,712,125

2017 \$2,615,937

2018 \$1,674,044 *After a failed federal audit, NYS was sanctioned IV-E funds and passed the sanction to local districts. **Oswego County lost \$169,250 in federal revenue.**

2019 \$2,472,372

2020 \$2,760,238

As of September 30, 2021 a new federal law "Family First Prevention Services (FFPSA) Act of 2018" will be enacted in New York State. This landmark legislation represented the most significant reform to federal child welfare policy in decades.

FFPSA includes Preventive Services with IV-E funds as an eligible service to claim as of September 30, 2021. This affords DSS the opportunity to capture more federal funds and fund programs to decrease out of home placements. There is a critical need to provide a more robust response to families when placement out of the home is imminent. IV-E funding can provide the resources needed – but only if the IV-E unit is staffed adequately.

Another statute in FFPSA requires a licensed mental health practitioner to provide an evaluation of a child / youth if a higher level of care is recommended. Timely evaluation and Family Court proceedings are needed for the case expenses to be claimed. One mistake by the IV-E unit in a residential placement case could result in Oswego County being liable for the full cost of placement for the lifetime of the case without any IV-E funding. A median cost of residential placement is \$280,000 per year.

Need for 2 New Positions in IVE Unit:

The IVE claiming unit is in dire need of more workers. The new federal regulations and number of claims being processed has created a huge backlog. Foster parents are not receiving timely payments, doctors and psychologists doing court ordered evaluations went months without payments which is a breach of contract, and many other vendors were not getting payments on their invoices in a timely manner.

The workload will significantly increase when federal Family First Prevention Services is enacted on September 30, 2021 in NYS. The Qualified Residential Treatment Program determinations done on all youth who are placed in a higher level of care must be timely or we will not be able to claim federal IVE funds for the life of the case. The stakes are high, and we need to hire the SWE vacancy (retirement on 4/24) as well as add two Community Services Workers to this team.

FISCAL IMPACT: As evidenced above the county has a high financial liability should cases not have all required eligibility documents in place. Recent sanctions and costs of residential placements expose county funds that exceeds \$200,000, as well as breach of contracts due to not having the capacity to pay vendors timely.

The cost of the two positions in the DSS budget is \$64,568 with a 62% reimbursement by state funds. **The additional annual local share cost is \$24, 536. It is anticipated that due to the number of positions vacated by long term employees at higher salary levels, this savings will mitigate the increased local share cost of these two positions.**

RECOMMENDED

ACTION: The Department of Social Services recommends that the Human Services Committee, Finance & Personnel Committee, and the Legislature approve this budget modification and create two new Community Service Worker positions in the IV-E unit.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS

DIVISION/UNIT (NUMBER): 6070 - Services

A. NEW POSITION REQUEST

1. Position Title Requested: Community Service Worker (2 Full Time)

2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: 14.67 Grade: 4

b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: 62 Fringe Reimbursed: ☒ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

The IVE Eligibility unit in the Services Division is staffed by 1 Senior Social Welfare Examiner (SWE) and 2 SWE's. There is an increasing volume of work in this unit and the eligibility determinations are complex. There is a high fiscal liability to the County and a high percentage of reimbursement to be claimed when determining eligibility for these programs. The Senior SWE and 2 SWE's do not have adequate support staff to relieve them of more routine and clerical duties so they may focus their time on the eligibility determinations. Timeliness of work has suffered.

6. Complete New Position Duties Statement (p. 3 & 4).

B. RECLASSIFICATION REQUEST

1. Present Title:

2. Position #:

3. Present Salary/Hourly Rate:

Grade:

4. Requested Title:

5. Requested Salary: _____

a. Bargaining Unit: _____ Hourly Rate: _____ Grade: _____

b. Management or OCPA – Salary Requested: _____ Grade: _____

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

8. Complete New Position Duties Statement (p. 3 & 4).

C. POSITION DELETION		
1. Title to be Deleted:		
2. Position #	3. Salary Savings:	
4. Reason for Deletion:		

NEW POSITION DUTIES STATEMENT

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE DSS		DIVISION, UNIT, OR WORK SECTION 6070 - Services	LOCATION OF POSITION IVE Eligibility Unit
<p>2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.</p> <p>Title requested: <i>Community Service Worker (2 FT)</i></p>			
PERCENT OF WORK TIME			
40	<i>Application/Recertification/Case Maintenance - Review applications for completeness and complete prep work for Examiners. Inquire into necessary information in Welfare Management System, request birth certificates, demographic changes in Connections, request benefit cards, complete internal referrals to other units</i>		
20	<i>Monitor IVE email Inbox and Phone - act and respond to requests or forward to Examiners as appropriate</i>		
20	<i>Sort incoming mail and retrieve information from Welfare Management System to determine action needed. File mail with case record or attach to case for Examiner review</i>		
15	<i>Scan documents into Northwoods electronic records system</i>		
5	<i>Prepare Foster Care Candidacy packets - Complete forms, enter information into Connections and scan packets into Northwoods</i>		
	(Attach additional sheets if more space is needed)		

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
Sandy Nellis	Senior SWE	Direct

Tricia Wright	Case Supervisor Grade B	General
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4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
N/A		

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION
New Positions		

6. What minimum qualifications do you think should be required for this position?

Education: ☒ High School _____ years
☐ College _____ years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type): 2+ years Customer Service experience (this position will have constant contact with our Services team, Caseworkers, vendors and extenal partners); 2+ years computer experience with unique or proprietary computer software, 2+ years handling/safeguarding sensitive and confidential information

Essential knowledge, skills and abilities: Customer service; computer skills (proprietary software, MS Office); experience working with sensitive information, demonstrated organizational skills and timeliness

Type of license or certificate required: N/A

7. The above statements are accurate and complete.

Date:

Title:

Signature:

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

PART-TIME/TEMPORARY BUDGET REQUEST FORM

DEPARTMENT:

DIVISION/UNIT (NUMBER):

1. Please provide the following information for positions which you intend to employ on a part-time/temporary basis:

TITLE	POSITION NUMBER	HOURS/ WEEK	HOURLY RATE	NO. WEEKS	JUSTIFY THE NEED FOR EACH TITLE	DOLLARS REQUESTED

(Add pages as needed.)

-OVER-

PART-TIME/TEMPORARY BUDGET REQUEST FORM

	\$
2. Total Part-time/Temporary dollars requested for next year:	
3. Total Part-time/Temporary dollars budgeted in current year:	\$
4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested.	

OTHER HOURS BUDGET REQUEST FORM

DEPARTMENT: _____

DIVISION/UNIT (NUMBER): _____

CATEGORY:	AMT IN CURRENT BUDGET:	AMT BUDGETED NEXT YEAR:	POSITIONS AFFECTED:	JUSTIFICATION:
Retention & Recruitment Incentive (511000)				
Overtime (512000)				
Shift Differential (514100)				
Vacation Buy Back (514200)				
Additional Hours (514300)				
Holiday Premium (514400)				
Call Time (514500)				
207-C Wages (514600)				

RESOLUTION NO. 120

**RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING
RELATIVE TO AN APPLICATION TO THE NYS OFFICE OF
COMMUNITY RENEWAL FOR FUNDING THROUGH NYS (CDBG) COVID
CARES ACT 21 – HOMEOWNER SEPTIC REPLACEMENT, RAPID REHOUSING
AND CONGREGATE CARE FACILITY AIR PURIFICATION SYSTEMS**

By Legislator Tim Stahl:

WHEREAS, the County of Oswego desires to apply for NYS CDBG-CV-21 Program grant funds for homeowner septic replacement, rapid rehousing and congregate care facility air purification systems in the amount of \$1,270,000; and

WHEREAS, a public hearing is required in connection therewith, now

Upon the recommendation of the Economic Development & Planning Committee of this body, be it

RESOLVED, that the Oswego County Legislature shall hold a Public Hearing on the proposed APPLICATION TO THE NYS OFFICE OF COMMUNITY RENEWAL FOR FUNDING THROUGH NYS (CDBG) COVID CARES ACT 21 – HOMEOWNER SEPTIC REPLACEMENT, RAPID REHOUSING AND CONGREGATE CARE FACILITY AIR PURIFICATION SYSTEMS on July 15, 2021 at 2:00 o'clock, in the afternoon of said day at the Oswego County Legislative Chambers, County Office Building, 46 E. Bridge Street, Oswego, NY 13126, and be it further

RESOLVED, that copies of the application are available in the Office of the Clerk of the County Legislature and on the county's website for review; and, it is further

RESOLVED, that the Clerk of the Oswego County Legislature cause notice of such Public Hearing to be published in the Official Newspapers of the County and post the same as required by law.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0



David R. Turner
Director

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126
TELEPHONE (315) 349-8292
FAX (315) 349-8279

Janet W. Clerkin

*Office of Promotion
And Tourism*

Donna B. Scanlon

*Office of Community
Development Programs*

Scott Smith

Office of Housing Assistance

INFORMATIONAL MEMORANDUM

DATE: May 19, 2021

SUBJECT: NYS Office of Community Renewal Community Development Block Grant (CDBG) – Covid Cares Act 21 application and setting of a Public Hearing for June 12, 2021 at 7:00 pm at the Oswego County Legislative Meeting

PURPOSE: Authorize and support a grant application to the NYS Homes and Community Renewal Office for Community Development Block Grant funding and to authorize a Public Hearing June 10, 2021, 7:00 pm, meeting of the Oswego County Legislature. This public hearing is a requirement of submitting the grant application. The application includes NYS CDBG -CV-21 funds to be used for various housing activities. Specifically, homeowner septic replacement, rapid rehousing, installation of air purifying systems in congregate care facilities.

FISCAL IMPACT: There is no direct fiscal impact to Oswego County. However, Staff time from the Oswego County Office of Community Development, Tourism and Planning will be utilized to administer this grant. The county will work with three not for profits for specific program activity implementation.

RECOMMENDED ACTION: The Economic Development & Planning Committee recommends that the legislature authorize a public hearing on June 10, 2021 to discuss the Oswego County CDBG application and to authorize submission of the grant application to the NYS Office of Community Renewal, CDBG-CV-21 Program.

RESOLUTION NO. 121

**RESOLUTION AUTHORIZING THE CHAIRMAN TO ENTER INTO A
CONTRACT FOR THE PROVISION OF PUBLIC TRANSIT SERVICES**

By Legislator Tim Stahl:

WHEREAS, the County of Oswego finds it both essential and beneficial to provide public transportation for the residents of Oswego County; and

WHEREAS, the County has solicited through RFP #21-03CD requests for interested providers of this service,

WHEREAS, Oswego County Opportunities (OCO) was the sole respondent to that RFP with a three-year price of \$2,153,800.00, and

WHEREAS, OCO has provided this service to our residents for more than three decades, and

WHEREAS, funding for these services is provided through state and federal sources with the local match coming from the selected provider, then therefore be it and it is hereby

RESOLVED, that the Chairman of the Legislature is authorized to execute the documents necessary to award this contract contingent on final approval by the NYS DOT; and be it further

RESOLVED, that the Chairman of the Legislature is also authorized to execute any and all documents that may be necessary to apply for, and subsequently accept and disburse the funds required to provide this service.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0



David R. Turner
Director

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

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Janet W. Clerkin
*Office of Promotion
And Tourism*

Donna B. Scanlon
*Office of Community
Development Programs*

Scott Smith
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Rural transit services provider

PURPOSE: This resolution will authorize the Chairman to enter into a contract with Oswego County Opportunities for the provision of rural transit services for a period of three years plus two one-year extensions if desired.

SUMMARY: Oswego County Opportunities has served as our provider of public transit services for more than three decades. In a recent solicitation for parties that might be interested in offering this service, they were the sole respondent. We would like to award this contract to them once it has been finalized and approved by the NYS DOT. Our goal is to be under contract by July 1st so we can start the 3rd quarter of 2021 under new terms and conditions that are in line with the expectations of our state and federal funding partners.

FISCAL IMPACT: None to the County.

RECOMMENDED

ACTION: The Oswego County Legislature approves the persons proposed.



OSWEGO COUNTY PURCHASING

Administered by Onondaga County Division of Purchase

421 Montgomery Street, 13th Floor, Syracuse, NY 13202

Phone (315)435-3458 Fax (315)435-3424

Email: danielhammer@ongov.net

Daniel Hammer
Purchasing Director

Robert Corn
Deputy Director

RFP #21 -03 CD; Public Transit Services-

Name of Company	Location	Proposed Price	Est. Timeline	Required Documentation VC/PRCS/PIS/NCC/RFC				
Oswego County Opportunities	Fulton , NY	\$2,153,800	3 year term	X	X	X	X	N/A

VC=Vendor Qualifications; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Company #1 Oswego County Opportunities	Pro ➤ Existing provider, Local entity Con ➤
Company #2	Pro ➤ Con ➤
Company #3	Pro ➤ Con ➤

Company #4	Pro ➤ Con ➤
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Company #5	Pro ➤ Con ➤
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Company #6	Pro ➤ Con ➤
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RESOLUTION NO. 122

**A RESOLUTION ADOPTING COUNTY OF OSWEGO
LOCAL LAW NUMBER 1 OF 2021 ENTITLED
“A LOCAL LAW DECLARING OSWEGO COUNTY AS AN ELIGIBLE AREA
UNDER NYS ENVIRONMENTAL CONSERVATION LAW§ 11-0935 AND
AUTHORIZING THE PARTICIPATION IN A DEER HUNTING PILOT
PROGRAM THEREUNDER”**

By Legislator Tim Stahl:

WHEREAS, a public hearing was held on June 10, 2021 and all interested parties having had an opportunity to be heard,

NOW, upon the recommendation of the Economic Development & Planning Committee of this body, be it

RESOLVED, that the annexed Local Law Number 1 of the year 2021 entitled “A LOCAL LAW DECLARING OSWEGO COUNTY AS AN ELIGIBLE AREA UNDER NYS ENVIRONMENTAL CONSERVATION LAW§ 11-0935 AND AUTHORIZING THE PARTICIPATION IN A DEER HUNTING PILOT PROGRAM THEREUNDER” be and is hereby adopted and enacted in its entirety; and, it is further

RESOLVED, that the Clerk of the Legislature shall cause a certified copy of this local law to be filed with the New York State Secretary of State and the Oswego County Clerk forthwith.

ADOPTED BY VOICE VOTE ON JUNE 10, 2021:

YES: 23 NO: 1 ABSENT: 1 ABSTAIN: 0

RESOLUTION NO. 123

**RESOLUTION AUTHORIZING THE OSWEGO COUNTY RESTAURANT
RECOVERY PROGRAM AND THE RELATED BUDGET MODIFICATION**

By Legislator Tim Stahl:

WHEREAS, the recent pandemic and its related business restrictions created an undue hardship for the food service industry; and

WHEREAS, restaurants and their employees in Oswego County suffered significantly during this period; and

WHEREAS, this body finds it desirous to provide this business sector some relief from those hardships; and,

WHEREAS, the American Rescue Plan Act allows for assistance to industry sectors negatively impacted by the pandemic; then therefore be it and it is hereby

RESOLVED, that this body supports implementation of a restaurant recovery program for eligible food service businesses in Oswego County through an allocation of \$254,000.00, and be it further

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute any and all documents that may be necessary to access and disburse these funds, and be it also

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 and Budget Officer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification

Res. 123 of 2021

A1011.543800

(\$254,000.00)

A1011.543800 RRP

\$254,000.00



David R. Turner
Director

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8292
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Janet W. Clerkin
*Office of Promotion
And Tourism*

Donna B. Scanlon
*Office of Community
Development Programs*

Scott Smith
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Authorization for the use of ARPA funds

PURPOSE: This resolution provides authorization for the development and implementation of a restaurant recovery program.

SUMMARY: The food service industry has been identified as one that suffered greatly during the pandemic. We have proposed a project that will subsidize (50%) gift certificates that can be used at participating food service establishments in Oswego County. We plan to issue vouchers that will be matched by consumer funds generating \$500,000 of activity in county-based eateries. This request includes \$250,000 for vouchers and a small amount for software and administrative expenses.

FISCAL IMPACT: \$254,000 from the ARPA grant funds.

RECOMMENDED ACTION: The Economic Development and Planning Committee recommends that the Oswego County Legislature authorize these actions.

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

[illegible]

COMMITTEE SIGNATURES	DATE
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TOTAL AMOUNT -

COUNTY TREASURER

DATE

HUMAN RESOURCES DIRECTOR **DATE**

COUNTY ADMINISTRATOR **DATE**

DEPARTMENT HEAD	DATE

RESOLUTION NO. 124

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0321
HALL ROAD BRIDGE OVER NINEMILE CREEK**

By Legislator Stephen Walpole:

WHEREAS, the Hall Road bridge over Ninemile Creek, BIN 3209110, in the Town of Hannibal, Oswego County, New York has several bridge substructure and superstructure components that are not functioning as originally designed, and

WHEREAS, this bridge received a Yellow Structural Flag in 2020. Concrete repairs to the substructure are necessary and due to the condition of the steel the Highway Department has decided to replace the entire superstructure, and

NOW, on recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$175,000 from Unappropriated Fund - Bridges to Capital Project No. B0321 Hall Road bridge over Ninemile Creek.

Capital Project No. B0321

Total Authorization

Bridge – Hall Road Bridge
over Ninemile Creek

\$175,000

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification

Res. 124 of 2021

**H450310.B0321
H52900.B0321
A9901.599014**

**(\$175,000.00)
\$175,000.00
\$175,000.00**



COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project for the purpose of replacing the Hall Road bridge over Ninemile Creek, BIN 3209110, in the Town of Hannibal, Oswego County, New York.

SUMMARY: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize to establish Capital Project No. B0321 with an authorization level of \$175,000 for the replacement of the Hall Road bridge over Ninemile Creek.

SUMMARY: This project is necessary to begin work on repairing the concrete substructure and replacing the superstructure of the bridge. The bridge received a Yellow Structural Flag in 2020. Concrete repairs to the substructure will be necessary and due to the condition of the steel the entire superstructure will need to be replaced or the bridge will continue to be flagged and eventually will have to be closed to traffic.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project B0321.

Kurt P. Ospelt
Highway Superintendent

Date

RESOLUTION NO. 125

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0521
CR 28 BRIDGE OVER GRINDSTONE CREEK**

By Legislator Stephen Walpole:

WHEREAS, the CR 28 bridge over Grindstone Creek, BIN 3313750, in the Town of Richland, Oswego County, New York needs to have repairs done to the steel sheet pile abutments, and

WHEREAS, this bridge received a Yellow Structural Flag in 2020 due to corrosion of the steel sheet pile abutments. The Highway Department has decided to repair the abutments, and

NOW, on recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$50,000 from Unappropriated Fund - Bridges to Capital Project No. B0521 CR 28 bridge over Grindstone Creek.

Capital Project No. B0521

Total Authorization

Bridge – CR 28 Bridge
over Grindstone Creek

\$50,000

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification

Res. 125 of 2021

H450310.B0521
H52900.B0521
A9901.599014

(\$50,000.00)
\$50,000.00
\$50,000.00



COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project for the purpose of repairing the CR 28 bridge over Grindstone Creek, BIN 3313750, in the Town of Richland, Oswego County, New York.

SUMMARY: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize to establish Capital Project No. B0521 with an authorization level of \$50,000 for the repair of the CR 28 bridge over Grindstone Creek.

SUMMARY: This project is necessary to begin work on replacing the steel sheet pile abutments. The bridge received a Yellow Structural Flag in 2020. Due to corrosion of the steel abutments. Without repairing this deterioration, the bridge will continue to be flagged and eventually will have to be closed to traffic.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project B0521.

Kurt P. Ospelt
Highway Superintendent

Date

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION	
H	450310	B0521				Establish CP#B0521 - CR 28 Bridge over Grindstone Creek	(50,000.00)
			H	529000	B0521	T of Richland BIN 3313750 with a maximum authorization of	50,000.00
						\$50,000. This project will be funded through a transfer of	
						funds from Unappropriated Fund Balance	
			A9901	599014		Interfund Transfer - Unappropriated Fund Balance	50,000.00
						TOTAL AMOUNT	50,000.00

COMMITTEE SIGNATURES	DATE
----------------------	------

COUNTY TREASURER	DATE

PERSONNEL DIRECTOR	DATE

COUNTY ADMINISTRATOR	DATE
----------------------	------

DEPARTMENT HEAD	DATE

RESOLUTION NO. 126

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0921
CR 17 CONCRETE CULVERT OVER COTRELL CREEK**

By Legislator Stephen Walpole:

WHEREAS, the CR 17 culvert over Cotrell Creek, CIN 141500, in the Town of Redfield, Oswego County, New York needs to be replaced, and

WHEREAS, the concrete culvert is in poor condition with structurally deficient culvert railing creating a hazard for the travelling public. The existing culvert and approach railing are also too narrow and need to be widened by replacing the culvert, and

NOW, on recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$200,000 from Unappropriated Fund - Bridges to Capital Project No. B0921 CR 17 bridge over Cotrell Creek.

LEGISLATURE
COUNTY
OSWEGO

Capital Project No. B0921

Total Authorization

Culvert – CR 17 Culvert
over Cotrell Creek

\$200,000

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification

Res. 126 of 2021

H450310.B0921
H52900.B0921
A9901.599014

(\$200,000.00)
\$200,000.00
\$200,000.00



COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project for the purpose of replacing the CR 17 concrete culvert over Cotrell Creek, CIN 141500, in the Town of Redfield, Oswego County, New York.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize to establish Capital Project No. B0921 with an authorization level of \$200,000 for the replacement of the CR 17 concrete culvert over Cotrell Creek.

SUMMARY: The concrete culvert is in poor condition with structurally deficient culvert railing creating a hazard for the travelling public. The existing culvert and approach railing are also too narrow and needs to be widened by replacing the culvert.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project No. B0921

Date

Kurt P. Ospelt
Highway Superintendent

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
H	450310	B0921				Establish CP#B0921 - CR 17 Replace Concrete Culvert over	(200,000.00)
			H	529000	B0921	Cortrell Creek T of Richland CIN 141500 with a maximum	200,000.00
						authorization of \$200,000. This project will be funded through	
						a transfer of funds from Unappropriated Fund Balance	
			A9901	599014		Interfund Transfer - Unappropriated Fund Balance	200,000.00
TOTAL AMOUNT							200,000.00

[illegible]

COUNTY TREASURER

DATE

PERSONNEL DIRECTOR	DATE
--------------------	------

COUNTY ADMINISTRATOR	DATE
----------------------	------

DEPARTMENT HEAD	DATE

RESOLUTION NO. 127

**RESOLUTION AUTHORIZING EXPENDITURE FROM
UNAPPROPRIATED FUND BALANCE**

By Legislator Stephen Walpole:

WHEREAS, the Highway Department has identified the need to purchase several pieces of equipment.

NOW, on recommendation of the Infrastructure and Facilities Committee of this Legislature, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$963,227 from the Unappropriated Fund Balance – General into CP# 0321 - Equipment and that the following project is hereby authorized for the maximum expenditure as indicated.

Highway Equipment

Total Authorization

CP# 0321

Highway Equipment – 2021

\$963,227

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 127 of 2021

H450310.0321

(\$963,227.00)

H52900.0321

\$963,227.00

A9901.599014

\$963,227.00



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish Capital Project 0321 - Highway Equipment 2021

PURPOSE: To recommend that the Infrastructure, Facilities & Technology Committee, the Finance & Personnel Committee, and the Oswego County Legislature authorize the purchase of this highway equipment.

SUMMARY: Attached is the Highway Departments 2021 Equipment Request taken from the 2017-2021 Highway Equipment Purchase Plan. The Highway Department is seeking a total of \$963,227 from Unappropriated Fund Balance to CP# 0321

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the \$963,227 for the purchase of equipment.

Date

Kurt P. Ospelt

[illegible]

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

[illegible]

COMMITTEE SIGNATURES	DATE
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COUNTY TREASURER

DATE

PERSONNEL DIRECTOR	DATE

COUNTY ADMINISTRATOR

DATE

DEPARTMENT HEAD	DATE

RESOLUTION NO. 128

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
SOLID WASTE - ENERGY RECOVERY FACILITY**

By Legislator Stephen Walpole:

Upon approval of the Infrastructure, Facilities and Technology Committee and Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and 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 a transfer and make such adjustments.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 128 of 2021

CL159900

(\$160,000.00)

CL8161.541200 EFIRE

\$160,000.00



Oswego County Department of Solid Waste

D. Mark Powell, P.E., Director of Solid Waste Programs

MEMORANDUM

To: Infrastructure and Facilities Committee

From: Mark Powell, Director of Solid Waste Programs

Re: Budget Modification ERF Fire

Date: May 18, 2021

On July 6, 2020 a fire erupted on the dump floor at the ERF. This caused considerable damage to plant fixtures as well as smoke and water damage throughout the entire office building. The restoration company SERVPRO has estimated the cost to clean the smoke damage to the high bay ceiling at \$157,345. This work will commence during the annual shutdown in September.

I am therefore requesting a budget modification to transfer \$160,000 from Solid Waste Unappropriated Fund Balance into Repairs- Building & Property, project EFIRE to cover the costs of the building restoration.

These expenses will be reimbursed to the Solid Waste Unappropriated Fund Balance from the Insurance Recovery Fund once payment is received from the insurance company.

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

From **To**

[illegible]

COMMITTEE SIGNATURES	DATE
----------------------	------

COUNTY TREASURER	DATE
------------------	------

HUMAN RESOURCES DIRECTOR **DATE**

COUNTY ADMINISTRATOR	DATE

DEPARTMENT HEAD _____ DATE _____

RESOLUTION NO. 129

**RESOLUTION AUTHORIZING TRANSFER AND ADJUSTMENTS TO
BUDGETARY MODIFICATION
SOLID WASTE - ENERGY RECOVERY FACILITY**

By Legislator Stephen Walpole:

Upon approval of the Infrastructure, Facilities and Technology Committee and Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and 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 a transfer and make such adjustments.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 129 of 2021

A1325.426800
A9910.559013
CL8161.450310

(\$439,183.20)
\$439,183.20
\$439,183.20



Oswego County Department of Solid Waste

D. Mark Powell, P.E., Director of Solid Waste Programs

MEMORANDUM

To: Infrastructure and Facilities Committee

Regarding: Budget Modification Insurance Recovery Fund

From: Mark Powell, Director of Solid Waste Programs

Date: May 18, 2021

The Department of Solid Waste has recovered \$439,183.20 from the New York Municipal Insurance Reciprocal to repair the damages caused by the fire on July 6, 2020 at the Energy Recovery Facility.

The department is requesting to transfer these funds from the Insurance Recovery Fund A1325.426800 to CL8161.450310 Energy Recovery Facility Interfund Transfer as the funds to perform the building repairs initially came from the Solid Waste unappropriated fund balance.

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.		
A1325	426800					Insurance Recoveries	\$ (439,183.20)
			A9901	599013		Interfund Transfer - Energy Recovery	439,183.20
			CL8161	450310		Interfund Transfers - Energy Recovery	439,183.20
						Transfer \$439,183.20 from Insurance Recoveries account, relative to fire damage at the ERF, to Department of Solid Waste	
TOTAL AMOUNT							439,183.20

COMMITTEE SIGNATURES	DATE
----------------------	------

COUNTY TREASURER	DATE

HUMAN RESOURCES DIRECTOR **DATE**

COUNTY ADMINISTRATOR	DATE

DEPARTMENT HEAD _____ DATE _____

RESOLUTION NO. 130

June 10, 2021

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
BUILDINGS AND GROUNDS**

By Legislator Stephen Walpole:

Upon recommendation of the Infrastructure, Facilities & Technology 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.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 130 of 2021

**A511000
A1620.514000**

**(\$20,000.00)
\$20,000.00**



Rick Doten
Director

COUNTY OF OSWEGO
BUILDINGS AND GROUNDS DEPARTMENT

111 East Eleventh Street
Oswego, N. Y. 13126

Phone: (315) 349-8233
Fax: (315) 342-2481

INFORMATIONAL MEMORANDUM

SUBJECT: Temporary & Part Time Funding

PURPOSE: To amend the Buildings & Grounds 2021 budget to fund anticipated short fall in budget line A1620 514000 – Temporary & Part Time.

SUMMARY: The Buildings and Grounds department had an unusually high number of staff needing coverage during the first part of 2021 including several employees out on FML/medical leave and additional cleaning/sanitizing at the Department of Social Services during the regular business hours. Some of the staff were off the payroll which allows for the funds to be transferred from the Salaries budget line to the Temporary & Part Time budget line without an increase in cost to the County.

RECOMMENDED:

ACTION: To transfer \$ 20,000 from A1620 511000 – Salaries to A1620 514000 – Temporary & Part time.

[illegible]

COMMITTEE SIGNATURES	DATE
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RESOLUTION NO. 131

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
CENTRAL SERVICES
CAPITAL PROJECT – COMPUTER PURCHASES**

By Legislator Stephen Walpole:

WHEREAS, this body has heretofore established Capital Project No. 110 IT Initiatives 2019– with a maximum authorization of \$445,000 and Capital Project

WHEREAS, the Central Services Director has identified the need to increase the authorization of Capital Project No 110 – IT Initiatives 2019 by \$ 70,000.

NOW, on recommendation of the Infrastructure and Facilities Committee of this body and with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$ 70,000 from Capital Reserve No. 145 – Technology Reserve to Capital Project No. 110 – IT Initiatives 2019 and that the project is hereby authorized for the maximum.

<u>Capital Project</u>	<u>Total Authorization</u>
CP # 110 IT Initiatives 2019	\$ 515,000.00

ADOPTED BY VOICE VOTE ON JUNE 10, 2021:

YES: 22 NO: 2 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification

Res. 131 of 2021

H450310.110	(\$70,000.00)
H529000.110	(\$70,000.00)
H599014.145	\$70,000.00



Greg Powlin
Director

COUNTY OF OSWEGO
CENTRAL SERVICES DEPARTMENT

39 Churchill Road
Oswego, New York 13126

Phone: (315) 349-3526

INFORMATIONAL MEMORANDUM

SUBJECT: To increase the authorization level of Capital Project # 110 – IT Initiatives 2019

PURPOSE: To increase the authorization level of Capital Project # 110 – IT Initiatives 2019 by \$ 70,000 using funding from Capital Reserve # 145 – Technology Reserve

SUMMARY: A portion of Capital Project # 110 was earmarked for computer workstation replacements (\$150,000), to cover 2019 and 2020 activities, and an anticipated final ask to cover 2021 computer workstation upgrade activities. The requested \$70,000 covers update of the remaining Windows 7 computers as well as updating of some dated Windows 10 computers. 2021 Budget submissions included a forecasted capital project of \$80,000 for this initiative.

**RECOMMENDED:
ACTION:** I respectfully request transferring \$ 70,000 from Capital Reserve # 145 – Technology Reserve to Capital Project # 110 IT Initiatives 2019, which will increase the authorization level to \$ 515,000.

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

[illegible]

TOTAL AMOUNT	(70,000.00)
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[illegible]

COUNTY TREASURER

DATE

PERSONNEL DIRECTOR	DATE

COUNTY ADMINISTRATOR **DATE**

DEPARTMENT HEAD _____ DATE _____

RESOLUTION NO. 132

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
AND CREATION OF CAPITAL PROJECT NUMBER R0121 - PULASKI
COURTHOUSE**

By Legislator Stephen Walpole:

WHEREAS, Oswego County owns the H. Douglas Barclay Courthouse in the Pulaski Village Historic District, which was named to the national register in 1983, and the historic structure continues to operate as a courthouse, with county and municipal offices; and

WHEREAS, the Buildings & Grounds Department has determined that certain aspects of the exterior, including the front entrance and columns, need potentially extensive repair and restoration for functional, aesthetic and safety considerations; and

WHEREAS, the Department of Community Development, Tourism & Planning, along with Strategic Development Associates, have identified grant opportunities to help fund the courthouse's capital needs; and

WHEREAS an architectural and engineering assessment is needed within a quick timeframe to support grant applications and C&S Companies has submitted a proposal to complete the assessment by the deadline for a sum of \$7,500.

THEREFORE, BE IT RESOLVED, that a professional service contract for the assessment of the deficiencies, rehabilitative scope, and project estimates regarding repairs to the H. Douglas Barclay Courthouse be awarded to the C&S Companies for a sum not to exceed \$7,500, and be it further

RESOLVED, that the Chairman is authorized to execute all documents that may be necessary to apply for, accept and disburse grant funds for the project; and be it further

RESOLVED, that the Treasurer is hereby authorized to make the necessary transfer of funds from Capital Reserve Number 21 – Buildings Renovations to Capital Project Number R0121.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification

Res. 132 of 2021

H450310.R0121
H592000.R0121
A599014.21

(\$7,500.00)
\$7,500.00
\$7,500.00



David R. Turner
Director

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8292
FAX (315) 349-8279

Janet W. Clerkin
*Office of Promotion
And Tourism*

Donna B. Scanlon
*Office of Community
Development Programs*

Scott Smith
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Chairman's authorization

PURPOSE: This resolution provides authorization for entering into an agreement with C&S Companies to complete an engineering and architectural analysis of the primary "building envelope" components of the Pulaski courthouse permit the Chairman to execute all documents that may be necessary to apply for, accept and disburse grant funds for the eventual project, and creates capital project number R0121 with initial funding from Capital Reserve Number 21 – Buildings Renovations.

SUMMARY: The county has identified certain structural concerns at the H. Douglas Barclay courthouse that should be addressed. There may be funding available to help offset those costs. An official/professional analysis will help make grant applications for more competitive as we seek supplemental funding for the project.

FISCAL IMPACT: \$7,500 which could be recouped by grant funds if approved.

RECOMMENDED ACTION: The Government, Courts and Consumer Affairs Committee with concurrence from the Infrastructure and Facilities Committee as well as the Economic Development and Planning Committee, recommends that the Oswego County Legislature authorize these actions.



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
www.cscos.com

April 21, 2021

David Turner, Director
Oswego County Department of
Community Development, Tourism & Planning
46 East Bridge Street
Oswego, NY 13126Address Block

Re: Oswego County Courthouse, Pulaski, NY
Building envelope visual assessment, improvement scoping and budgeting

File: 180.PRO

Dear Mr. Turner:

Based on our conversation, I understand the County would like to potentially undertake an assessment of the building envelope (walls, doors, windows, roof, etc.) for the County Courthouse in Pulaski, NY.

This assessment would focus on deficiencies, rehabilitative scopes of work and project estimates associated with same. Our deliverable to the County would be a letter report documenting our findings, recommendations and budget costs. This effort would not include detailed design or production of contract documents for the construction of the improvements but instead provide the County with a technical document by which to make decisions regarding capital investment for the building to sustain it for the future.

Based on this scope of work and our understanding of the building, C&S will complete this assessment and report for a lump sum fee of \$7,500.

If you would like to proceed with the project please acknowledge by signing below and this document, along with the attached study terms and conditions, will constitute our agreement.

Thank you for considering C&S for this project.

Sincerely,
C&S COMPANIES, INC.

John D. Trimble

John D. Trimble, P.E.
President & CEO

Agreed to by:
COUNTY of OSWEGO

Authorized Representative

Date

EXHIBIT "A"

TERMS & CONDITIONS

(Study and Report Phase)

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in the letter part of this Agreement.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Owner's Responsibilities

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished

pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements, including study objectives and constraints, space, capacity, and performance requirements; flexibility and expendability; and any budgetary limitations.

C. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other existing data relative to the Project.

D. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

E. Furnish to Engineer, as Engineer requires for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01), the following:

1. data prepared by or services of others, including without limitation borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials and equipment;
2. appropriate professional interpretations of all of the foregoing;
3. environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
4. property, boundary, easement, right-of-way, topographic and utility surveys;
5. property descriptions;
6. zoning, deed and other land use restriction; and
7. other special data or consultations not covered in Section 1.01; all of which Engineer may use and rely upon in performing services under this Agreement.

F. Owner shall arrange for safe access to and make all provisions for Engineer and its consultants to enter upon public and private property as required for Engineer to perform services under this agreement.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

EXHIBIT "A"
TERMS & CONDITIONS
(Study and Report Phase)

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

7.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers. Engineer may also rely upon publically available information that is ordinarily used by members of the subject profession.

B. Owner agrees that if Engineer is not employed to provide professional services during the Design, Bidding (if the work is put out for bids) or the Construction Phases of the Project, Engineer will not be responsible for, and Owner shall indemnify, hold Engineer (and Engineer's professional associates and consultants) harmless, and defend Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by Owner or others. Nothing contained in this paragraph shall be construed to release Engineer (or Engineer's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which Engineer has undertaken or assumed under this Agreement.

C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

D. The specific schedule of services is more specifically described in the letter part of this Agreement or an Exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any

EXHIBIT "A"

TERMS & CONDITIONS

(Study and Report Phase)

order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.

F. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

G. Owner acknowledges that:

(i) Engineer is not recommending any action to Owner or other obligated person hereunder that would cause Consultant to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

(ii) Engineer does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to Owner or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and

(iii) Owner or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that Owner or other obligated person deems appropriate before acting on this information or material.

9.01 Opinions of Probable Cost

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will

not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

10.01 Dispute Resolution

A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under Section 10.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 10.01(A) and only if mutually agreed by Owner and Engineer, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

C. This Section 10.01 shall survive any termination or cancellation of this Agreement.

11.01 Total Agreement/ Severability

This Agreement (consisting of the letter part of this Agreement, this Exhibit "A" and any additional exhibits referenced in the letter part of this Agreement), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.01 Notice

Any notice required by the terms of this Agreement to be given by one party to another shall be in writing, and shall be deemed to have been duly given (a) on the date of service, if served personally on the party to whom notice is to be given, or (b) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class certified mail, postage prepaid, return receipt requested, at the addresses and to the persons set forth in the letter part of this Agreement. Either party hereto may change its address for notice purposes by giving notice to the other party as prescribed by this paragraph 12.01. For purposes of this notice provision, failure or refusal to accept receipt of notice shall constitute notice nonetheless.

13.01 Insurance

A. The following types and amounts of insurance shall be procured and maintained by the Engineer throughout the duration of the Project:

EXHIBIT "A"
TERMS & CONDITIONS
(Study and Report Phase)

a. **Worker's Compensation Insurance** in the amounts required by law to provide protection for employees of the Engineer in the event of job-related injuries.

b. **Comprehensive General Liability Insurance, including broad form and contractual liability endorsement**, having a limit of \$1,000,000 per occurrence and \$1,000,000 Aggregate for personal injury and property damage.

c. **Automobile Liability Insurance** having a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.

d. **Professional Liability or Errors and Omissions Insurance** having limits of \$1,000,000 per claim and \$1,000,000 aggregate liability.

Owner shall be named as additional insured with respect to the coverages set forth in (b) and (c) above, on a primary & non-contributory basis.

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
H	450310	R0121				Establish CP#R0121 - Pulaski Courthouse with a maximum	(7,500.00)
			H	529000	R0121	authorization of \$7,500. This project will be funded through	7,500.00
						a transfer of funds from CR21 - Buildings Renovations	
						Reserve.	
			A	599014	21	Buildings Renovations Reserve	7,500.00
TOTAL AMOUNT							7,500.00

[illegible]

COUNTY TREASURER DATE

PERSONNEL DIRECTOR	DATE

COUNTY ADMINISTRATOR	DATE

DEPARTMENT HEAD _____ DATE _____

RESOLUTION NO. 133

**RESOLUTION AUTHORIZING BUDGET MODIFICATION HIGHWAY
DEPARTMENT TO ACCEPT 2021-22 EXTREME WINTER RECOVERY FUNDS**

By Legislator Stephen Walpole:

Upon recommendation of the Finance & Personnel Committee of this body, 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.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 133 of 2021

**D5112.435010 EWR
D5112.545400 EWR**

**(\$723,995.24)
\$723,995.24**



COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification – Extreme Winter Recovery.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee, and the Oswego County Legislature approve to accept these funds

SUMMARY: The County has received notification that its 2021-22 apportionment for Extreme Winter Recovery funds is \$723,995.24. We are asking that the County accept these monies and modify the budget according to the attached budget modification form

RECOMMENDED:

ACTION: The Infrastructure, Facilities and Technology Committee recommends the Oswego County Legislature authorize the budget modification request.

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
D5112	435010	EWR				State Aid - Extreme Winter Recovery	\$ (723,995.24)
			D5112	545400	EWR	Highway Expense - Extreme Winter Recovery	723,995.24
						Accept Extreme Winter Recovery funding and adjust budget lines accordingly.	
COMMITTEE SIGNATURES							TOTAL AMOUNT
							-

TOTAL AMOUNT	
--------------	--

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 134**RESOLUTION AUTHORIZING THE CREATION OF ONE POSITION IN THE
HUMAN RESOURCES DEPARTMENT**

By Legislator John Martino:

WHEREAS, in order to better reflect the duties required of personnel who assist the Payroll Administrator in performing key professional responsibilities of payroll and benefits, while maintaining a high level of technical support; and

WHEREAS, a review of workload, staffing, and succession planning needs has been conducted.

NOW, upon recommendation of the Finance and Personnel Committee, of this body, be it

RESOLVED, that position, Payroll Specialist, Grade 9, in the County of Oswego Office Personnel Bargaining Unit be created, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Officer, and Human Resources Director shall be their authority to make such changes.

ADOPTED BY VOICE VOTE ON JUNE 10, 2021:

YES: 21 NO: 3 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification**Res. 134 of 2021**

A9050.590508
A1430.511000
A1430.590308

(\$20,652.00)
\$19,184.00
\$1,468.00



OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT

Julie A. Bell
Director of Human Resources

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126
(315) 349-8209 • Fax: (315) 349-8254
www.oswegocounty.com

INFORMATIONAL MEMORANDUM

Subject: Request for authorization to create one position within the Human Resources Department.

Purpose: Due to a re-evaluation of departmental staffing and ever increasing demands on departmental payroll operations, this proposed change will allow the department to function efficiently and effectively while maintaining and providing continued succession planning opportunities within the department.

Summary: With the continued progression of changes and additions to the payroll system, and other benefit reporting systems, the opportunity exists to restructure operations. The addition of a Payroll Specialist will provide the department with a staff member who will assist the Payroll Administrator in performing key professional responsibilities of payroll and benefit services, and budget processing, while maintaining a high level of technical support.

Recommended Action: To authorize the proposed creation of the Payroll Specialist position, Grade 9, in the County of Oswego Office Personnel Bargaining Unit, within the Human Resources Department.

Fiscal Impact: There will be no fiscal impact.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Human Resources

DIVISION/UNIT (NUMBER): 1430

A. NEW POSITION REQUEST

1. Position Title Requested: Payroll Specialist

2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: \$20.30 Grade: _____

b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☒ No

5. Justification of Need (Use additional sheets as necessary):

This is a key para-professional position in the County Human Resources Department and involves responsibility for assisting the Payroll Administrator in performing functions to aide in the administration of the Oswego County's payroll system, as well as, retirement reporting, budget inputting, payroll submitting, and MUNIS program developing. The work is carried out in accordance with applicable federal and state laws as well as local policy and regulations.

6. Complete New Position Duties Statement (p. 3 & 4).

B. RECLASSIFICATION REQUEST

1. Present Title:

2. Position #:

3. Present Salary/Hourly Rate:

Grade:

4. Requested Title:

5. Requested Salary: _____

a. Bargaining Unit: _____ Hourly Rate: _____ Grade: _____

b. Management or OCPA – Salary Requested: _____ Grade: _____

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

8. Complete New Position Duties Statement (p. 3 & 4).

C. POSITION DELETION		
1. Title to be Deleted:		
2. Position #	3. Salary Savings:	
4. Reason for Deletion:		

**OSWEGO COUNTY HUMAN RESOURCES
DEPARTMENT**

NEW POSITION DUTIES STATEMENT

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

**1. DEPARTMENTS/SCHOOL
DISTRICT/TOWN OR VILLAGE**
Human Resources

DIVISION, UNIT, OR WORK SECTION

LOCATION OF POSITION

HR

2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.

Title requested: *Payroll Specialist*

**PERCENT OF
WORK TIME**

Assists Payroll Administrator with routine payroll processing

Assists in administering retirement reporting and annual budget projections

Enters Report of Personnel Change forms into payroll system

Verifies and processes direct deposits for banks and credit unions

Processes and tracks sick leave donations

Assists in compiling departmental budgets and tracks yearly expenditures

Distributes and maintains proper IRS forms regarding payroll

Assists in the implementation of new payroll software throughout the County departments at the direction of the Payroll Administrator and in coordination with Technology and payroll vendor

Reviews bi-weekly changes that affect health, life, dental and vision insurances and updates changes for payroll purposes

Performs other related duties as assigned

(Attach additional sheets if more space is needed)

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
Tracy Kells	Payroll Administrator	Direct

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION

6. What minimum qualifications do you think should be required for this position?

Education: ☒ High School 5 years

☒ College 2 years, with specialization in 4 years of experience involving explaining, verifying, and processing payroll and/or insurance claims or information related to employee benefits.

☐ Other _____ years, with specialization in _____

Experience (list amount and type):

Essential knowledge, skills and abilities: salary administration; 21. business arithmetic; 102. methods used in maintaining financial records and reports; 108. office terminology, practices, and procedures;

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 5/17/21

Title: Director of Human Resources

Signature:

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

PART-TIME/TEMPORARY BUDGET REQUEST FORM

DEPARTMENT: _____ **DIVISION/UNIT (NUMBER):** _____

1. Please provide the following information for positions which you intend to employ on a part-time/temporary basis:

TITLE	POSITION NUMBER	HOURS/ WEEK	HOURLY RATE	NO. WEEKS	JUSTIFY THE NEED FOR EACH TITLE	DOLLARS REQUESTED

(Add pages as needed.)

-OVER-

PART-TIME/TEMPORARY BUDGET REQUEST FORM

	\$
2. Total Part-time/Temporary dollars requested for next year:	
3. Total Part-time/Temporary dollars budgeted in current year:	\$
4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested.	

OTHER HOURS BUDGET REQUEST FORM

DEPARTMENT: _____

DIVISION/UNIT (NUMBER): _____

CATEGORY:	AMT IN CURRENT BUDGET:	AMT BUDGETED NEXT YEAR:	POSITIONS AFFECTED:	JUSTIFICATION:
Retention & Recruitment Incentive (511000)				
Overtime (512000)				
Shift Differential (514100)				
Vacation Buy Back (514200)				
Additional Hours (514300)				
Holiday Premium (514400)				
Call Time (514500)				
207-C Wages (514600)				

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

From **To**

[illegible][illegible]

TOTAL AMOUNT	-
--------------	---

COUNTY TREASURER

DATE

HUMAN RESOURCES DIRECTOR **DATE**

COUNTY ADMINISTRATOR	DATE
----------------------	------

DEPARTMENT HEAD _____ DATE _____

RESOLUTION NO. 135

**RESOLUTION AUTHORIZING AND RATIFYING
A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE COUNTY OF OSWEGO AND THE
OSWEGO COUNTY PROFESSIONALS ASSOCIATION, INC.**

By Legislator Martino:

WHEREAS, the COVID-19 pandemic has placed considerable demands upon Oswego County Departments and its workforce; and

WHEREAS, extending in-lieu time for overtime-ineligible employees on a temporary basis is necessary to meet operational demands due to COVID-19 related response; and

WHEREAS, certain approvals have heretofore been granted pursuant to the county's state of emergency and emergency orders; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Finance & Personnel Committee of this body, it is hereby,

RESOLVED, that the annexed Memorandum of Understanding be and is hereby approved and ratified.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

INFORMATIONAL MEMORANDUM

Subject: Request Approval of a Resolution Authorizing and Ratifying a Memorandum of Understanding (MOU) with the Oswego County Professional Association (OCPA) – In-Lieu Time.

Purpose: The COVID-19 pandemic has placed considerable demands upon Oswego County Departments and its workforce. Extending in-lieu time for overtime-ineligible employees on a temporary basis is necessary to meet the operational demands due to COVID-19 related response.

As any change to the terms or method of compensation must be ratified by both the Union and the County Legislature, a tentative Memorandum of Understanding was reached by the Union and County (attached) pending approval by both parties. This is to request approval by the Oswego County Legislature to authorize execution of the agreement.

Summary: The Resolution for approval refers to the “attached” MOU agreement. That document will be part of the official public document.

Recommended Action: To authorize execution and extend the temporary Memorandum of Understanding with the Oswego County Professional Association (OCPA) until December 31, 2021.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE COUNTY OF OSWEGO AND
THE OSWEGO COUNTY PROFESSIONAL ASSOCIATION (OCPA)**

WHEREAS, both the County of Oswego ("County") and the Oswego County Professional Association, (OCPA) voluntarily consent to modify the Collective Bargaining Agreement as follows:

WHEREAS, the Legislature Chairman declared a State of Emergency in Oswego County in response to the COVID-19 pandemic effective March 15, 2020; and

WHEREAS, it is the intent of the parties to modify collective bargaining agreement language regarding in-lieu time for overtime-ineligible employees; and

WHEREAS, the parties mutually agree that a written memorandum of understanding is both necessary and desirable to memorialize same,

WHEREAS, the parties mutually agree that this MOU replaces the MOU dated March 5, 2021,

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. Effective immediately, employees who have accumulated more than 35 hours of in-lieu time, related to COVID-19 response, during the time period encompassing the County's State of Emergency shall be paid straight time for all hours worked over thirty-five (35) hours of in-lieu time at their normal rate of compensation.
2. No in-lieu time hours earned after the County's State of Emergency ends will be paid to an employee, unless covered under provisions of the existing Collective Bargaining Agreement.
3. In-lieu time earned during the County's State of Emergency, not monetarily compensated for, must be used prior to 12/31/2021.
4. This Memorandum of Understanding is without precedent or prejudice and shall in no way bind the County or OCPA in any future matters.
5. This Memorandum of Understanding may not be added to or modified in any way except by written agreement signed by each party hereto.
6. All terms and provisions of the existing Collective Bargaining Agreement not modified by this agreement will remain in full force and effect.
7. The County and the Oswego County Professional Association acknowledge that this Memorandum of Understanding will remain in effect upon authorization and terminated upon the suspension of the County's State of Emergency.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed by their respective representatives on June____, 2021.

COUNTY OF OSWEGO
STATE OF NEW YORK

OSWEGO COUNTY PROFESSIONAL
ASSOCIATION

RESOLUTION NO. 136

**RESOLUTION AUTHORIZING AND RATIFYING
A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE COUNTY OF OSWEGO AND THE
OSWEGO COUNTY PROFESSIONALS ASSOCIATION, INC.**

By Legislator Martino:

WHEREAS, the COVID-19 pandemic has placed considerable demands upon the Oswego County Health Department and its workforce; and

WHEREAS, extending on-call premium on a temporary basis is necessary to meet operational demands for testing, clinics and other operations; and

WHEREAS, certain approvals have heretofore been granted pursuant to the county's state of emergency and emergency orders; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Finance & Personnel Committee of this body, it is hereby,

RESOLVED, that the annexed Memorandum of Understanding be and is hereby approved and ratified.

ADOPTED BY CONSENT VOTE ON JUNE 10, 2021:

YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

LEGISLATURE
COUNTY
OSWEGO

INFORMATIONAL MEMORANDUM

Subject: Request Approval of a Resolution Authorizing and Ratifying a Memorandum of Understanding (MOU) with the Oswego County Professional Association (OCPA) – On-Call Premium.

Purpose: The COVID-19 pandemic has placed considerable demands upon the Oswego County Health Department and its staff. Extending a temporary on-call premium is necessary to meet the operational demands of the department.

As any change to the terms or method of compensation must be ratified by both the Union and the County Legislature, a tentative Memorandum of Understanding was reached by the Union and County (attached) pending approval by both parties. This is to request approval by the Oswego County Legislature to authorize execution of the agreement.

Summary: The Resolution for approval refers to the “attached” MOU agreement. That document will be part of the official public document.

Recommended Action: To authorize execution and extend the temporary Memorandum of Understanding with the Oswego County Professional Association (OCPA) until December 31, 2021.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE COUNTY OF OSWEGO AND
THE OSWEGO COUNTY PROFESSIONAL ASSOCIATION (OCPA)**

On Call Premium

The collective bargaining agreement (CBA) by and between the County of Oswego and the Oswego County Professional Association (OCPA) includes language in Article 21.4 regarding the payment of an on-call premium and identifies the Supervising Public Health Nurse (SPHN) title as eligible for this compensation. The provision of an on call premium to the titles of Director of Environmental Health (DEH) and Director of Patient Services (DPS) was not agreed upon as part of the OCPA bargaining agreement.

This Memorandum of Understanding is made to extend the provision of the on-call premium to the current DEH and DPS on a temporary, short term basis due to COVID-19 response, current staffing levels and departmental operational needs.

The DEH and DPS shall only be paid the on-call premium when on call duty is mandated by the Public Health Director and the DEH and DPS are required to serve in the on call rotation with other Environmental or Nursing Health Division employees to satisfy operation needs of the Divisions. The premium shall be paid only when the DEH and DPS are scheduled and approved for, and has worked on-call hours, with the actual pay rates and call out pay being the same as the rates in Article 21.4, applying to SPHNs.

The Director of Environmental Health and Director of Patient Services are not obligated under this MOU to cover the on call scheduled for other Environmental or Nursing Health Division employees unless mandated by the Public Health Director. The Director of Public Health retains the right to assign the on call hours to Environmental or Nursing Health Division employees as dictated by operational needs.

This MOU extends the MOU dated March 23, 2021, is effective immediately and will terminate December 31, 2021.

Further, this MOU is limited to the specific employees in the titles above at the present time and for the operational reasons as stated, including the COVID-19 response and does not set precedent regarding these titles, Article 21.4, on call premiums, and shall in no way bind the County or OCPA in any future matters. Even should identical factors occur in the future, no similar result may occur and no agreement may be reached.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed by their respective representatives on June_____, 2021.

County of Oswego
State of New York

Oswego County Professional Association

RESOLUTION NO. 137

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH THE
OSWEGO COUNTY DEPUTIES ASSOCIATION**

By Legislator John Martino:

WHEREAS, negotiations have been proceeding for some time between the County of Oswego and the Oswego County Deputies Association, and

WHEREAS, a Tentative Agreement (attached) has been reached between the County and the Union bargaining teams, and

WHEREAS, the agreement has been ratified by the membership of the Oswego County Deputies Association and the Oswego County Legislature is desirous of implementing the contract.

NOW, on recommendation of the Finance and Personnel Committee of this body, be it

RESOLVED, that the Chairman of the Oswego County Legislature be, and hereby is, authorized to execute the proposed settlement between the County of Oswego and the Oswego County Deputies Association for the years 2021, 2022, and 2023, and be it further

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

ADOPTED BY VOICE VOTE ON JUNE 10, 2021:

YES: 22 NO: 1 ABSENT: 1 ABSTAIN: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 137 of 2021

A159900
A3110.511000
A3110.590308

(\$232,097.00)
\$215,603.00
\$16,494.00

INFORMATIONAL MEMORANDUM

Subject: Request Approval of a Resolution Authorizing Execution of the Agreement with the Oswego County Deputies Association.

Purpose: Negotiations with the Oswego County Deputies Association have been ongoing since prior to the expiration of the agreement on December 31, 2020. After many negotiation sessions, the County and the Oswego County Deputies Association reached a tentative agreement on May 21, 2021 and the Deputies Association membership ratified the contract on June 4, 2021. This is to request approval by the Oswego County Legislature to authorize execution of the agreement.

Summary: The Resolution for your approval refers to the "attached" tentative agreement. That document will be part of the official public document.

Recommended Action: To authorize execution of the three-year agreement with the Oswego County Deputies Association.

MEMORANDUM OF AGREEMENT

By and Between the

*County of Oswego
(hereinafter referred to as "County")*

And the

*Oswego County Deputies Association
(hereinafter referred to as "OCDA")*

WHEREAS, the County and OCDA have been engaged in the process of collective bargaining in an attempt to reach a Successor Agreement to the Agreement that expired on December 31, 2020; and

WHEREAS, the County and OCDA have reached a tentative agreement on a number of bargaining issues and wish to reduce those agreements to writing.

NOW, THEREFORE, the County and OCDA agree as follows:

1. The provisions of the current Agreement shall continue in full force and effect unless specifically modified by this Memorandum of Agreement or are modified by the explicit language contained in the existing Collective Bargaining Agreement.
2. This Memorandum of Agreement is subject to ratification by the membership of the OCDA bargaining unit and by the Oswego County Legislature.
3. Each of the following paragraphs shall become effective as of January 1, 2021 unless otherwise indicated specifically in a paragraph.
4. **Article 2, Equal Employment Opportunity**, shall be amended to reflect current Equal Employment Opportunity Statement, which shall read as follows:

Acknowledging the moral principles inherent in Federal and State Legislation, the parties to this Agreement hereby affirm that they shall ensure equal employment opportunities for all qualified individuals without consideration of their sex (including self-identified or perceived sex, gender identity, gender expression, and transgender status), race (and traits historically associated with race, including, but not limited to, hair texture or protective hairstyles),

color, religion (including the wearing of any attire, clothing, or facial hair in accordance with the requirements of one's religion), creed, national origin, age, disability (including pregnancy related conditions), sexual orientation, marital status, familial status, military status, genetic information or predisposing genetic characteristics, prior arrest or conviction record, domestic violence victim status, or any other class protected by law.

It is furthermore affirmed the concept and philosophy of equal opportunities shall be provided for, but not restricted to, all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training.

All references in this agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

5. Article 3.1, Membership, shall be amended to read as follows based upon June 2018

Janus decision:

3.1 Membership

Membership in the Union shall be voluntary but, since it is recognized that a strong and active Union with full membership and participation on the part of the employees is desirable for the collective bargaining process, the County agrees there shall be no discrimination, interference, restraint or coercion by the County or any of its agents against employees because of their membership in the Union or because of any activities on behalf of the Union.

The Oswego County Deputies Association having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have dues deducted from the wage or salary of employees of said bargaining unit who are members of the Oswego County Deputies Association. The employer shall make such deductions and transmit the amount so deducted along with a listing of such employees to the Deputies Association on a payroll basis.

6. Effective July 1, 2021, Article 14.2, Holiday Premium, shall be amended to read as

follows:

14.2 Holiday Premium

Patrol Officer-Sergeants and Patrol Officers scheduled twelve (12) hour shifts shall receive holiday premium, if required to work, for ten (10) holidays as noted below:

New Year's Day
Martin Luther King Day

Labor Day
Columbus Day

Presidents' Day
Memorial Day
Independence Day

Veterans Day
Thanksgiving Day
Christmas Day

Patrol Officer-Sergeants and Patrol Officers scheduled 8 (eight) hour shifts shall receive holiday premium, if required to work, for all (12) holidays as defined in 14.1 above.

A. When an employee is required to work an enumerated holiday, they shall receive an additional day off in lieu of the actual holiday worked. The additional day is to be taken within two (2) pay periods of the actual holiday. Consideration shall be given management's staffing requirements.

B. When the enumerated holiday falls on an employee's regularly scheduled day off, then the employee shall only receive an additional day off in lieu of the holiday. The additional day off must be taken within two (2) pay periods of the actual holiday. Consideration shall be given management's staffing requirements.

7. Article 16.4, Sick Leave Credit, shall be amended to read as follows:

16.4 Sick Leave Credit

Upon employee's retirement under the New York State Employees' Retirement System, an employee's unused sick leave may be used as follows:

A. Unused sick leave shall be applied to an employee's years of service in accordance with the provisions of section 41 J of the New York State Retirement Law; and

B. In addition, after applying for retirement, and upon completion of the Request to Bank Sick Leave Form provided to you by the Human Resources Department, cash equivalent of 100% of sick time accrued as of date of retirement may be banked. Cash value will be calculated by multiplying hourly rate received as of date of retirement by number of hours accrued.

Example, hourly rate \$14.00 x 500 hours = \$7000

Money so banked shall be used to offset cost of retirees or dependents health insurance. In the event a retiree dies prior to exhausting available funds, the remainder may be used to pay premiums for any COBRA benefits available to and selected by the retirees dependents.

8. Effective July 1, 2021, Article 17.2, Bereavement Leave, shall be amended to read as follows:

17.2 Bereavement Leave

Bereavement leave of three (3) days shall be granted to an employee upon the death of a relative as follows: mother, father, husband, wife, son, daughter, sister, brother, grandfather, grandmother, granddaughter and grandson, or same-sex committed partner. The above terms shall include natural, step and in-law relations. Same sex committed partners are defined as those who are financially and emotionally interdependent in a manner commonly presumed of spouses.

For Patrol staff assigned and working scheduled twelve (12) hour shifts, bereavement leave of two (2) days shall be granted.

Bereavement leave shall be limited to scheduled work days and may include the arranging of and attendance at memorial services, burial and/or delayed interment. An employee may request additional annual leave or time without pay if needed.

9. **Article 20.2, Health Insurance**, shall be amended to read as follows:

20.2 Health Insurance

The County agrees to provide a Health Insurance Plan covering medical and prescription drug benefits as outlined below.

This coverage commences the first day of the month following a thirty (30) day period of full-time employment with the Sheriff's Department.

Below are the cost-sharing features of the plan:

Benefit	In Network	Out of Network
Individual Deductible	\$0	\$250
Family Deductible	\$0	\$625
Individual Out of Pocket Max	\$6,600 includes prescription drug costs.	\$6,600 includes prescription drug costs.
Family Out of Pocket Max	\$13,200 includes prescription drug costs.	\$13,200 includes prescription drug costs.
Network Co-Payment	\$20.00	N/A
Most Medical Benefits	Subject to \$20 network payment then 100% of allowed charges.	80% of allowed charges, subject to deductible.
Inpatient	No copayment. 100% of allowed charges.	100% of allowed for the first 365 days, after 365 days subject to deductible then 80% of allowed charges.
Emergency Room visit	\$150 copayment if not sudden and serious.	80% of allowed charges, subject to deductible for non-sudden and serious.
Urgent Care Visit	\$35 copayment.	80% of allowed charges, subject to deductible.

The employee co-pay for each prescription will be as follows:

Prescription Drug Co-Pays:

	<u>Retail</u> <u>(30-day supply)</u>	<u>Mail</u> <u>(90-day supply)</u>
Generic	\$10	\$10
Preferred (Formulary)	\$20	\$30
Non-Preferred (Non-Formulary)	\$40	\$75

Effective July 1, 2017, each employee enrolled in the health insurance plan will contribute 10% of the established single premium equivalent with the County paying the balance.

Employees may extend this coverage to their dependents/domestic partner. Cost of dependent/domestic partner coverage will be paid seventy-five (75) percent by the County and twenty-five (25) percent by the employee. Employee contributions shall be deducted 50% from each of the two (2) checks per month.

Upon obtaining County retirement status, medical and prescription drug coverage will be provided subject to the following:

- The County will pay the premium for the retirees' insurance as described in 1 and 2 below:
- 1. Retirees not yet Medicare eligible will be offered medical and prescription drug coverage through a county sponsored plan.

Retirees not yet Medicare eligible are required to pay 100% of the cost of prescription drug coverage unless offset in accordance with Article 16.4 B.

Retirees with dependents who are not yet Medicare eligible will pay 100% of the cost for dependent medical and prescription drug coverage unless offset in accordance with Article 16.4 B.

- 2. Retirees eligible for Medicare will receive medical and prescription drug coverage provided through a plan that is specifically designed for Medicare eligibles, conditional upon the retiree's enrollment in Medicare Parts A and B.

Retirees who are Medicare eligible will be required to pay 35% of the cost of the medical and prescription drug premium equivalent rate in effect for Medicare eligibles unless offset in accordance with Article 16.4 B.

Retirees with dependents who are Medicare eligible will pay 100% of the cost for dependent coverage of the medical and prescription drug premium

equivalent rate in effect for Medicare eligibles unless offset in accordance with Article 16.4 B.

For employees hired after January 1, 2021, the provisions for retiree health insurance as indicated above will apply only if employee has completed ten (10) years of continuous full-time service to Oswego County. Equivalent part-time service will count toward the requirement provided the employee is employed in full-time status at the time of retirement.

Nothing contained within this section is intended to conflict or be interpreted inconsistent with the insurance contracts entered into by the County.

The County will offer an IRS Section 125 Flexible Spending Plan for:

1. Employee premium contributions for individual/family health insurance, dental, and vision benefit plans;
2. Dependent Care Account (child and elder) expenses permitted by the IRS up to IRS maximum; and
3. Unreimbursed Medical Account for medical, dental, hearing, and vision co-pays and deductibles, out-of-pocket medical costs for eligible expenses permitted by the IRS not covered by insurance plans, up to the IRS maximum.

Employee Assistance Program

Employee Assistance Program (EAP) will be available to all members and their eligible dependents effective upon ratification of the agreement.

10. **Article 20.6, Annual Physical**, shall be amended to read as follows:

20.6 Annual Physical

Annual physicals for all employees shall be provided by a physician designated by the Sheriff with costs assumed by the Department.

Employees shall be required to comply with all reasonable recommendations of the physician. Should an employee feel the recommendations unfair, he may secure another medical opinion at his own expense and shall be required to comply with the mutually agreed to recommendations of both physicians.

Employee representatives and the Sheriff's representatives shall study and develop mutual physical standards.

11. Article 28.1, Compensation Rate, shall be amended to read as follows:

28.1 Compensation Rate

Effective January 1, 2021, a new grade plan will be implemented in Appendix C to be effective January 1, 2021 (this means retroactively).

Effective January 1, 2022, hourly rates shall be increased by 3%.

Effective January 1, 2023, hourly rates shall be increased by 3%.

12. Article 28.3, Longevity Increment, shall be amended to read as follows:

28.3 Longevity Increment

Longevity increments shall be awarded an employee upon completion of their tenth, thirteenth and fifteenth years of continuous service.

A longevity increment shall not be awarded in the same year an employee received a merit increment.

13. Effective July 1, 2021, Article 28.7, Work Security, shall be amended to read as follows:

28.7 Work Security

An employee may be assigned, temporarily, to perform duties of a higher classification in a situation deemed to be in the best interest of the Department, as determined by the Sheriff. In the event the employee is so assigned for a full work shift, they shall be compensated for such duties during the period they perform these duties at a rate of pay, equal to said higher rank or pay scale.

The Sheriff will designate an employee at their discretion and assign that employee to perform the duties of a higher classification. This assignment will be made without regard to seniority.

14. Effective July 1, 2021, Article 28.8, Shift Premium, shall be amended to read as follows:

28.8 Shift Premium

Effective July 1, 2021, employees shall be entitled to a shift premium of \$1.00 per hour for hours worked from 6:00 p.m. to 6:00 a.m.

An employee filling in for an absent employee shall be entitled to the shift premium that the absent employee would have been eligible for.

Employees working beyond normal hours as a replacement for an absent employee shall receive shift differential the absent employee would have been eligible to receive.

Employees working overtime or beyond normal hours of work will continue to receive shift differential they were eligible to receive during the normal workday unless replacing another employee in which case they will receive shift differential of the employee they are replacing.

15. Effective July 1, 2021, **Article 28.11, Educational Incentive Premium**, shall be deleted in its entirety.
16. Effective July 1, 2021, **Article 30, Vehicles**, shall be amended to read as follows:

30. VEHICLES

Employees shall be assigned a Department vehicle at the sole discretion of the Sheriff. The determination by the Sheriff whether or not to provide a vehicle to such employee shall be based upon operational needs and efficiencies of the Department, and shall not be for the purposes of imposing discipline. Claimed violations of this provision shall be subject to the Grievance Procedure.

Employees who are assigned a Department vehicle and working a scheduled non-over-time shift, call out or holdover, shall be compensated for all hours in service.

Employees utilizing an assigned Department vehicle may use the vehicle for transportation to secondary Law Enforcement employment, Union Contracted Details, and scheduled overtime details, but will only be compensated for time worked at the detail.

Scheduled Overtime Details are intended to include: Traffic Control Details, Fair Details, Event Details, In-county Transport Relief Details, or any other similar detail where vehicular patrol, prisoner, or in-custody transport functions are not present.

17. Incorporate language from MOU, K-9 Officer, dated June 4, 2021 and designate it as **Appendix E**.
18. Amend current language of MOU in **Appendix D** and incorporate language from MOU dated February 24, 2020, which shall read as follows:

APPENDIX D – MEMORANDUM OF UNDERSTANDING
Lateral Transfer to Patrol Officer

WHEREAS, both the County of Oswego (County) and the Oswego County Deputies' Association (OCDA) voluntarily consent to modify the Collective Bargaining Agreement as follows:

WHEREAS, it is the intent of the parties to modify an existing MOU regarding lateral transfers from other NYS police agencies to the Sheriff's Office and reinstatements of former members of the Sheriff's Office whom have voluntarily left county employment; and

WHEREAS, the parties mutually agree that a written memorandum of understanding is both necessary and desirable to memorialize same,

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. Beginning January 2, 2021, police officers who transfer or who are reinstated into the Oswego County Sheriff's Office from another police agency will be credited for one (1) year of service for each one (1) year of service (actively served) as a police officer with the other jurisdiction(s), up to a maximum of a total of eight (8) years (i.e., credited for 8 years by Oswego County). Total service time will be credited as of the last fully completed year of service.
2. All transfer or reinstated candidates will be placed at the appropriate Patrol Officer Step within Appendix C, of the current salary schedule within the Collective Bargaining Agreement.
3. All transfer or reinstated candidates whom are appointed to the Oswego County Sheriff's Office as a Patrol Officer will receive the benefits of a new hire pursuant to those provided in the Collective Bargaining Unit at time of hire.
4. All transfer or reinstated candidates are subject to a probationary term pursuant to Rule XIV of the "Rules for the Classified Civil Service of Oswego County".
5. All transfer or reinstated candidates appointed to the Oswego County Sheriff's Office will be placed at the end of any appropriate seniority lists used within the department.
6. In the event of layoff, the procedures for layoff will be followed pursuant to Section 80 of Civil Service Law.
7. In order to receive the contractual retiree health/medical benefit under Section 20.2 of the Collective Bargaining Agreement, any transfer or reinstated candidate from another police agency must have at least ten (10) years of continuous service within the Sheriff's Office running from the date of transfer/reinstatement prior to their retirement from the Sheriff's Office.

8. The parties agree that all of the terms and provisions of the existing Collective Bargaining Agreement not modified by this agreement remain in full force and effect.
9. The County and Oswego County Deputies' Association acknowledge that this Memorandum of Agreement will remain in effect upon authorization unless both parties agree to end this agreement. The County reserves the right to nullify this agreement if necessary.
10. This MOU supersedes MOU dated September 2, 2016 and MOU dated February 24, 2020 in their entirety.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed by their respective representatives on June____, 2021

For the County of Oswego:

For the Oswego County Deputies'
Association:

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this

4th day of June, 2021.

COUNTY OF OSWEGO
STATE OF NEW YORK

OSWEGO COUNTY DEPUTIES
ASSOCIATION

President [Signature]
Vice
President T. Brithand
Treasurer [Signature]
Secretary [Signature]
Executive
member [Signature]
Executive
member [Signature]

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE COUNTY OF OSWEGO AND
THE OSWEGO COUNTY DEPUTIES ASSOCIATION (OCDA).**

WHEREAS, both the County of Oswego ("County") and the Oswego County Deputies Association, Inc. (OCDA) voluntarily consent to modify the Collective Bargaining Agreement as follows:

WHEREAS, it is the intent of the parties to implement a K-9 Officer within the Oswego County Sheriff's Office and to provide for contractual provisions regarding same; and

WHEREAS, the parties mutually agree that a written memorandum of understanding is both necessary and desirable to memorialize same,

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The K-9 Officer will be granted one (1) hour per regular work day for the proper care and custody of the dog. The hour may be used anytime during the shift. The allotted hour shall be coordinated with the respective shift supervisor. If the K-9 Officer is not able to utilize the hour during his/her regular work day due to his/her work activity, the K-9 Officer shall be entitled to one (1) hour of pay at his/her straight time rate. If the work week consists of over 40 hours, the additional one (1) hour is paid at time and one half his/her rate of pay.
2. On normally scheduled days off, the officer will be granted an additional forty-five (45) minutes extra pay at his/her straight time rate of pay for the care and custody of the dog. If the work week consists of over 40 hours, the additional forty-five (45) minutes is paid at time and one half his/her rate of pay. During all other leave, the officer will be granted an additional forty-five (45) minutes extra pay at his/her straight time rate of pay, while the dog is in their custody. Boarding of the dog during periods of vacation (when not in the officer's custody), illness, military leave, 207-c leave shall be at county expense and at a rate and location approved by the county.
3. Said additional compensation shall include all care of the dog, including, but not limited to, the feeding, watering, bathing, training, obedience play, exercising, grooming, maintenance of training equipment, related cleaning of the dog's kennel, and transport vehicle, as well as, off-duty or during vacation or other leaves of absences when the dog remains in the officer's custody.
4. Said additional compensation shall also cover all time spent in administering drugs or medication for illness of the dog, as well as compensable time worked transporting the dog to and from the veterinarian.
5. The Oswego County Sheriff's Office will reimburse the officer for additional uniforms, cleaning of carpets, upholstery, summer treatment of fleas and ticks, and liming of lawn at reasonable costs not to exceed six hundred fifty-six (\$650) dollars per year unless otherwise approved in advance by the Sheriff or Undersheriff. Receipts or invoices must be submitted for payments of reimbursement not later than thirty (30) days after they are incurred; if late, they may be disallowed.
6. The Sheriff has the sole discretion, with approval of the County Legislature, to

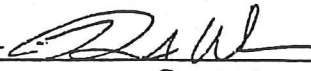

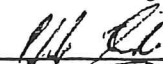
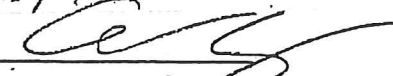

determine the implementation of a K-9 Program, number of dogs, officers assigned and equipment used.

7. At the end of its useful law enforcement life, a dog shall be first offered to its assigned officer and, if they wish to accept same, the dog shall become the property of the officer. Thereafter, the county shall have no further liability to pay the officer additional compensation or cover costs attributable to the retired dog. Upon same occurring, the officer shall return all county-issued K-9 equipment unless provided a new dog.
8. The county shall provide all required equipment and supplies for the dog including vests, bowls, food, a kennel, toys, leashes and the like and shall pay for all veterinarian, medical, vaccination, and insurance costs for the dog as well as a take home vehicle for the officer.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed by their respective representatives on June 4th, 2021.

COUNTY OF OSWEGO
STATE OF NEW YORK

OSWEGO COUNTY DEPUTIES
ASSOCIATION, INC.

President 
Vice President 
Treasurer 
Secretary 
Executive 

[illegible]

TOTAL AMOUNT	-
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DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 138

RESOLUTION APPOINTING A PURCHASING DIRECTOR

By Legislator Martino:

WHEREAS, this Legislature has heretofore established the Purchasing Department;
and

WHEREAS, a search committee established by Chairman of the Legislature conducted a comprehensive search for a Purchasing Director and interviewed several qualified candidates; and

NOW, on recommendation of the search committee, County Administrator and the Finance and Personnel Committee of this body; be it

RESOLVED, that Holly Carpenter of Fulton NY is appointed Purchasing Director for a term to coincide with the term of this Legislature; and be it further

RESOLVED, that the salary and benefits for Purchasing Director shall be set in accordance with the Management Compensation Plan and shall commence at SG 50, Step 3, at an annual salary of \$62,475, effective July 1, 2021.

ADOPTED BY VOICE VOTE ON JUNE 10, 2021:

YES: 21 NO: 3 ABSENT: 1 ABSTAIN: 0