AGENDA
JUDICIAL & PUBLIC SAFETY COMMITTEE
Wednesday, July 10, 2019, Chambers – to follow Planning

CALL TO ORDER: By Hon. Christopher Petrus

MEMBERS: Legislators Keith Batman, Joseph Bennett, Michael Didio, Timothy Latimore (Vice Chair), Paul Pinckney, and Ben Vitale

EXCUSED:

OTHERS:

MINUTES TO APPROVE: June 12, 2019

APPOINTMENTS:
Policy Review & Oversight Committee (PROC)
Angelo Messina, 110 Eastwood Ave., Auburn, NY 13021, Term – 1/1/16 to 12/31/20 (Re-appointment)
Patrick Burns, 10 Ketchell St., Auburn, NY 13021, Term – 1/1/16 to 12/31/20 (Re-appointment)

DEPARTMENT UPDATES FOR COMMITTEE:
• Denise Spingler (911) –
  Policy Matters for Committee - 911
  - PROC APPOINTMENTS
    o Two additional appointments – CCAES appointments
  - New training class – started July 1st – 3 employees
  - Quarterly Grant reporting in process
  - Article 245 – 911 recordings for DA’s Office – January 2020
    o All 911 telephone calls made or received in connection related to incident must be provided w/in fifteen days of trial or pre-trial
    o Will require additional staff – we do not have manpower to manage this requirement
  
  • Lloyd Hoskins (Assigned Counsel/Stop DWI) – No updates
  • Dr. Adam Duckett (Coroner) – No updates
  • Jon Budelmann (District Attorney) – No updates
  • Vacant (Fire/EMO) –
    (Lynch Update on EMO)
    • The County Planning Director continues to work closely with the E-911 Administrator, the temporary administrative assistant and the dedicated ES Coordinators to oversee the day-to-day operations at EMO.
    • Following the Conditions Assessment of the County Fire Training Tower, a priority list of repairs/upgrades and associated costs is being finalized. The staff will be bringing a resolution through the August cycle to authorize the facility repairs. Without this work, the County Fire Tower cannot host live fire training.
    • EMO event planning for Emerson Park July 3rd Fireworks and Symphony has been finalized and ES Coordinators are working closely with Dough Dello Stritto at County Parks. Event planning for the Great Race (8/11) is well underway and communication and coordination with sponsors for the Cayuga Lake Bass Pro Fishing Tournament (8/22 – 8/25) has been established.
    • ES Coordinator Evening Meetings were held twice in June (2nd & 18th). The meeting on the 18th focused primarily on EMO department structure options (including the preliminary proposal for unification under E-911). Twice-monthly meetings will continue in July (dates pending).
(Spingler Update on EMO)

Policy Matters for Committee – EMO
- Current grant projects
  - Tetra Tech – CEMP update meeting – July 17th
  - Equipment purchases
- Quarterly Grant reporting in process
- Continuing to work with Fire/EMS agencies w/ regards to radio distribution
- 911 staff finished updating municipal binders in the EMO office

- Jay DeWispelaere (Probation) – No updates
- Brian Schenck (Sheriff)
  - Partnering with Confidential Help for Alcohol and Drugs (CHAD) an addiction counselor and support peer advocate have begun working within the jail to provide treatment for those suffering from drug and alcohol addiction. The counselor and support peer advocate are working approximately 15 hours per week within the facility and utilizing funding that was supplied by NY State (OASAS).
  - Our transition coordinator (Michelle Applebee) continues to work with staff and inmates in the jail to coordinate our new inmate transition program. She will be working closely with the peer support advocate provided by CHAD to coordinate inmate transition from the facility back into the community. Many other service providers in our community are and will be connected with inmates leaving custody by our transition coordinator and advocate.
  - Our custody division is down 5 positions and we do have a few members out due to injury and illness. We are currently canvassing for new hires to fill these positions and will be hosting our own academy training for new recruits at our facility in September.
  - On June 27th three of our patrol division recruits finished academy training at the Finger Lakes Academy and have begun their field training at the Sheriff’s Office. We hope to have them released from filed training in November.
  - Recruiting is under way for our entry level patrol exam that will be given on September 14th. Much like the Auburn Police Department, New York State Police, and agencies throughout New York and beyond, we are facing challenges recruiting people for our custody and patrol positions. Fewer people are taking the exams and we are forced to try and compete with neighboring agencies for as smaller pool of candidates. Active recruiting at local events and social media is becoming necessary to entice new people.
  - Cortland County has reopened their jail and we have returned their inmates that have been boarded with us since January. Federal inmate numbers are down slightly; however, we appear to be on track to meet our budget estimates for revenue.

RESOLUTIONS:
911:
7-19-JP-1 Authorizing the Chairperson of the Legislature to sign a three year contract renewal with Falso Heating and Air Conditioning for the HVAC System at the back up E-911 Center
7-19-JP-2 Authorizing the Chairperson of the Legislature to sign a two year contract with Voiance to provide language translation services at the E-911 Center

EMO:

SHERIFF:
7-19-JP-4 Authorize the filling of one vacant Deputy Sheriff Sergeant Position and backfilling one Deputy Sheriff Patrol Position in the Law Enforcement Division of the Cayuga County Sheriff’s Office
7-19-JP-5 Authorizing the filling of one Vacant Sheriff Custody Lieutenant position and any fill behinds in the Cayuga County Jail

ADJOURNMENT: Wednesday, August 14, 2019 to follow Planning

IF YOU HAVE A DISABILITY AND NEED ACCOMMODATIONS, PLEASE CALL THE CLERK OF THE LEGISLATURE’S OFFICE AT 253-1308 AT LEAST 48 HOURS BEFORE THE SCHEDULED MEETING TO ADVISE WHAT ACCOMMODATIONS WILL BE NECESSARY.
COUNTY OF CAYUGA
REQUEST FOR APPOINTMENT FORM

Requested Appointment To: Policy Review & Oversight Committee (PROC)

Name of Recommended Appointee: Angelo Messina
Address: 110 Eastwood Ave, Auburn

This appointment is recommended by: Cayuga County Association of Emergency Services

Length of Term: (Start date and End date, not just years) 1/1/16 12/31/20
New Term or Unexpired Term? ☑ New Term ☐ Unexpired Term

Name of person previously in this position: Angelo Messina

Is this a compensated position? ☐ Yes ☑ No

Is this a new appointment or reappointment? ☐ New appt. ☑ Re-appt.

If it is a reappointment, how long have they served? 7

Describe briefly the duties required of the proposed appointee.
Provides representation from the Cayuga County Association of Emergency Services (CCAES) on the PROC. Will provide assistance with governance review of the emergency communications system and assist the 911 Center with issues that may arise with regards to delivery of Fire or EMS services in Cayuga County.

Please provide a brief sketch of the proposed appointee(s) background (education, outside interests, etc.)

Angelo is currently a member of the Owasco Fire Department and serves as a liaison for the CCAES at PROC meetings.

Revised 1-14-19
COUNTY OF CAYUGA
REQUEST FOR APPOINTMENT FORM

Requested Appointment To: Policy Review & Oversight Committee (PROC)

Name of Recommended Appointee: Patrick Burns
Address: 10 Ketchell Street, Auburn

This appointment is recommended by: Cayuga County Association of Emergency Services

Length of Term: (Start date and End date, not just years) 1/1/16 12/31/20
New Term or Unexpired Term? □ New Term ☑ Unexpired Term

Name of person previously in this position: Niel Rivenburgh

Is this a compensated position? □ Yes ☑ No

Is this a new appointment or reappointment? □ New appt. ☑ Re-appt.

If it is a reappointment, how long have they served? 7

Describe briefly the duties required of the proposed appointee.
Provides representation from the Cayuga County Association of Emergency Services (CCAES) on the PROC. Will provide assistance with governance review of the emergency communications system and assist the 911 Center with issues that may arise with regards to delivery of Fire or EMS services in Cayuga County.

Please provide a brief sketch of the proposed appointee(s) background (education, outside interests, etc.)
Patrick is currently a Deputy Coordinator in the Emergency Management Office.

Revised 1-14-19
RESOLUTION NO. _______ 7-23-19 911 MaintAgrFalso

AUTHORIZING THE CHAIRPERSON OF THE LEGISLATURE TO SIGN A THREE YEAR CONTRACT RENEWAL WITH FALSO HEATING AND AIR CONDITIONING FOR THE HVAC SYSTEM AT THE BACK UP E-911 CENTER.

BY: Mr. Patrick Mahunik, Chairperson, Judicial and Public Safety Committee
    Mr. Chris Petrus, Chairperson, Ways & Means Committee

WHEREAS, the Cayuga County 911 Center utilizes Falso Heating and Air Conditioning to maintain and support the HVAC System at the back-up Cayuga County E-911 Center; and

WHEREAS, the HVAC System at the back-up Cayuga County E-911 Center is proprietary in nature; and

WHEREAS, it is critical that this system functions properly twenty-four hours per day, seven days per week without interruption; and

WHEREAS, Falso Heating and Air Conditioning has submitted an annual contract renewal for this equipment with prices effective for a three (3) year period; and,

WHEREAS, there is money in the 911 Communication System Budget Account number A30204 54045 specifically for this purpose; now,

RESOLVED, that the Chairman of the Legislature is hereby authorized to sign a three year contract renewal, to be billed annually, with Falso Heating and Air Conditioning for the amount of $1,568.00 for the period of July 1, 2019 through July 31, 2022; and be it further

RESOLVED, that the Cayuga County Treasurer make all the necessary journal and accounting entries to accomplish the foregoing.

Judicial & Public Safety

Christopher Petrus, Chair
Keith Batman
Joseph Bennett
Michael Didio
Timothy Lattimore
Paul Pinckney
Benjamin Vitale

Ways & Means Committee

Patrick Mahunik, Chair
Joseph Bennett
Elane Daly
Joseph DeForest
Ryan Foley
Christopher Petrus
Paul Pinckney

Co. Atty:
## Plan Benefits
- ✔ No overtime charges
- ✔ Energy savings
- ✔ Extended system life
- ✔ Cleaner air
- ✔ Greater comfort
- ✔ Fewer repairs
- ✔ 10% repair discount
- ✔ Priority service
- ✔ 24/7 emergency service
- ✔ Automatic renewal

## Cooling Procedures*
- ✔ Check thermostat
- ✔ Clean condensing coil
- ✔ Replace filters
- ✔ Clean drains
- ✔ Check blower and rotation
- ✔ Parts lubrication
- ✔ Check electrical connection
- ✔ Check refrigerant pressure
- ✔ Annual belt change (1)
- ✔ Monitor cooling cycle

## Heating Procedures*
- ✔ Clean burner section
- ✔ Replace filters
- ✔ Clean blower components
- ✔ Adjust gas pressure
- ✔ Check and adjust pilot
- ✔ Parts lubrication
- ✔ Monitor flue draft
- ✔ Electrical connection check
- ✔ Test safety controls
- ✔ Monitor voltage and amps
- ✔ Adjust air flow
- ✔ Check heat anticipator
- ✔ Check thermostat(s)
- ✔ Monitor heating cycle

*where applicable

## Covered Equipment
<table>
<thead>
<tr>
<th>Model/Product</th>
<th>Desc./Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Cannatel Server Room A/C</td>
<td>(4) x Annually</td>
</tr>
<tr>
<td>(1) Dayton Exhaust</td>
<td>(4) x Annually</td>
</tr>
<tr>
<td>(1) Nortec Humidifier</td>
<td>(1) x Fall</td>
</tr>
</tbody>
</table>

## Plan Information
- **Start Date**: 07/19 to 06/22 @Perpetual
- **Number of Cooling Inspections**: 2
- **Number of Heating Inspections**: 2
- **Filter Change Interval**: Quarterly
- **Payment Information**: Interval
- **Method**: Pay
- **Acct#**: [masked]
- **Auth Code**: [masked]

## Total Annual Investment
- $1,568.00

I [ ] do [ ] not preauthorize Service Experts to perform repairs up to the amount of $250.00 per occurrence. __________ (customer initials)

BY SIGNING BELOW, I AGREE TO THE TERMS OF THIS SERVICE ORDER, THE ATTACHED GENERAL TERMS AND CONDITIONS, AND WE ARE APPLICABLE, THE THIRD PARTY SERVICE NET WARRANTY, LLC TERMS AND CONDITIONS. I ALSO AGREE TO THAT I HAVE BEEN NOTIFIED VERBALLY OF MY RIGHT TO CANCEL AND WHERE APPLICABLE, ANY ADDENNUM DESCRIBING MY RIGHTS UNDER STATE LAW.

Customer Signature _______________________________ Date __________

Print Name _______________________________ Date __________

Consultant Signature _______________________________ Date __________

Approved to form

Cayuga County Attorney's Office
SERVICE EXPERTS GENERAL TERMS AND CONDITIONS

DEFINITIONS. Where the context permits, the following words shall have the meanings indicated. “Authorized Service Technician” means the person(s) authorized by Service Experts to furnish the Service hereunder, which may include in-house technicians or those authorized by a third party that Service Experts has contracted with, including any employee, agent, or representative of a sub-contractor, or contractor, who is authorized, in writing, to perform the Service. “Equipment” means the HVAC unit or associated equipment that is the subject of this Agreement. “Customer” means the person, partnership, company, or corporation purchasing the Equipment and/or services hereunder. “Service” means the HVAC system (“System”) which is subject to this Agreement, related labor, maintenance, repair, replacement, or correction of Equipment, or a part thereof, or assistance with respect thereto. “Service Experts” means the person(s) who are authorized to perform the Service, as described above. “Service Order” means the executed agreement between Service Experts and the Customer for the Service which includes these Terms and Conditions. “Service Experts Program Terms” means the specific features of any of the following: (1) Ultimate Protection Plan, and/or (2) PLUS Maintenance Agreement.

CONTRACT

By accepting the Service or making a payment for all or part of the Service, Customer accepts the Service pursuant to these terms and conditions. PLUS Maintenance contracts will automatically renew annually unless you notify us in writing at least 30 days before your contract expires.

WARRANTY AND 100% SATISFACTION GUARANTEE

Service Experts agrees to accept responsibility for your 100%, complete satisfaction. This means that if you are not totally satisfied with the product/installation Service, we will promptly address and perform to your complete satisfaction any service-related materials or unauthorized materials removed. Service Experts will not refund your Service fee. If you are not totally satisfied with the first year following the Service performed by Service Experts, we will promptly address and perform to your complete satisfaction any service-related materials or unauthorized materials removed. Service Experts will not refund your Service fee. This 100% Satisfaction Guarantee applies so long as: (i) the entire HVAC system (the “System”) is maintained annually by a Service Experts Authorized Service Technician; (ii) Service Experts is not paid; (iii) the System has been serviced at least once by Service Experts and has not been subjected to any unauthorized alterations made by you; and (iv) the System has been used solely for the purpose and under the conditions for which it was installed and has not been subjected to misuse, alteration, accident or abuse.

The warranties herein and remedies for breach thereof are exclusive and conditioned upon Customer providing timely notification to Service Experts. They are given by Service Experts only to Customer and are not transferable to any other persons or entities, including any heirs, successors, assigns, or transferees. Any warranty hereunder that is not performed on the System; and (d) the System has been used solely for the purpose and under the conditions for which it was designed and has not been subjected to misuse, alteration, accident or abuse.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING HERETOIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN THE CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL Service Experts, ITS AGENTS, SUBCONTRACTORS, or ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, OR MANUFACTURERS BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOSS OF DATA, LOSS OF OPERATING TIME OR LOSS OF OR REDUCTION IN USE OF ANY FACILITIES (INCLUDING EXISTING FACILITIES) OR ANY PORTION THEREOF. INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR EXPENSE OR REPLACEMENT PRODUCTS RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN THE INABILITY TO RENDER ANY SERVICE, NOTWITHSTANDING ANYTHING HERETOIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL Service Experts BE LIABLE FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOSS OF DATA, LOSS OF OPERATING TIME OR LOSS OF OR REDUCTION IN USE OF ANY FACILITIES (INCLUDING EXISTING FACILITIES) OR ANY PORTION THEREOF. INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR EXPENSE OR REPLACEMENT PRODUCTS RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN THE INABILITY TO RENDER ANY SERVICE.

WHAT IS NOT COVERED/GUARANTEED

This contract does not cover: (a) Ultimate Protection Plan which is a maintenance plan and/or extended warranty agreement, which may be separate agreements entered into with a separate entity (b) Service Experts Service Plan, or other Net Warranty, LLC. (c) any additional Equipment that is added to Your heating and/or air conditioning system, unless we agree in writing for an additional annual fee to cover same; (d) any maintenance to Equipment that has been altered or replaced by you, or a third party; (e) any repairs performed on the System; and (f) the System has been used solely for the purpose and under the conditions for which it was installed and has not been subjected to misuse, alteration, accident or abuse.

PAYMENT

Payment is due upon completion of work. Delinquent accounts are subject to interest at the rate of 2% per month, but not in excess of the maximum rate permitted under applicable law. Customer agrees to pay all expenses incurred by Service Experts for collecting any delinquent accounts, including, but not limited to reasonable attorney's fees, filing fees and associated costs.

DISCLOSURE OF CANCELLATION RIGHTS

The owner may contact an attorney to determine his rights to discharge a construction contractor prior to filing of a mechanic's lien. Any mechanic's lien filed against your property may be discharged by payment of the agreed-upon price under the home improvement contract and/or the plus maintenance contract prior to filing of a mechanic's lien, may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

NEW YORK ADDENDUM TO SERVICE EXPERTS’ SERVICE ORDER

Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged by payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.
RESOLUTION NO. 7-23-19

AUTHORIZING THE CHAIRPERSON OF THE LEGISLATURE TO SIGN A TWO YEAR CONTRACT WITH VOIANCE TO PROVIDE LANGUAGE TRANSLATION SERVICES AT THE E-911 CENTER.

BY: Mr. Patrick Mahuniko, Chairperson, Judicial and Public Safety Committee
    Mr. Chris Petrus, Chairperson, Ways & Means Committee

WHEREAS, the Cayuga County 911 Center utilizes a vendor for Translation Services for non-English speaking callers; and

WHEREAS, it is critical that the Cayuga County E-911 Center has 24/7 access to these services; and

WHEREAS, Voiance has submitted a two year contract for this purpose; and

WHEREAS, there is money in the 911 Communication System Budget Account number A30204 54075 specifically for this purpose; now,

RESOLVED, that the Chairman of the Legislature is hereby authorized to sign a two year contract renewal, to be billed per use, with Voiance for the period of August 1, 2019 through July 31, 2021; and be it further,

RESOLVED, that the Cayuga County Treasurer make all the necessary journal and accounting entries to accomplish the foregoing.

Judicial & Public Safety

Christopher Petrus, Chair
Keith Batman
Joseph Bennett
Michael Didio
Timothy Lattimore
Paul Pinckney
Benjamin Vitale

Ways & Means Committee

Patrick Mahunik, Chair
Joseph Bennett
Elane Daly
Joseph DeForest
Ryan Foley
Christopher Petrus
Paul Pinckney

Co. Atty:  📜
# Service Agreement

**Vendor name and address:**
Voiance Language Services, LLC (“Vendor”)
5780 North Swan Road
Tucson, AZ 85718

**Client name and address:**
Cayuga County E-911 (“Client”) 7445 County House Road
Grant Avenue, New York 13021

**Services:**
- Over-the-Phone interpretation
- ClearLink® Telephones
- Translation and Localization
- Interpreter Training and Assessments
- On-Site Interpretation
- Video Remote Interpreting Equipment
- Facilities

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**Introduction.** In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Formation.** This Service Agreement (“Agreement”) is formed between Vendor and Client.

2. **Services.** Pursuant to the terms of this Agreement, Vendor shall provide the Services to Client and to any affiliate Facilities listed on Exhibit F.

3. **Payment.** Client will be invoiced by Vendor and shall remit payment to Vendor within thirty (30) days of invoice date. Vendor’s preferred method of payment is by any electronic means, including automated clearing house (ACH) payment or wire, however checks and credit cards are accepted. Any third-party fees incurred by Vendor in the course of receiving or preparing to receive payment from Client, such as a third-party payment processing service, shall be applied to Client’s next invoice, due and payable by Client in accordance with the provisions of this Agreement. Any payment Client fails to remit to Vendor as provided herein shall incur simple interest on all overdue amounts at the rate of one and one-half percent (1.5%) every thirty (30) calendar days.

4. **Term and Termination.** This Agreement shall commence on the date by which: (i) all Parties have executed this document (“Commencement Date”), and (ii) a copy of the executed document has been delivered to Vendor; and shall terminate two (2) years from the Commencement Date, unless otherwise provided in this Agreement or sooner.
terminated as provided elsewhere in this Agreement. On the initial termination date, and on each successive anniversary of that date, this Agreement shall renew for one year. This agreement may be terminated, without penalty, by either party upon thirty (30) days' written notice of termination to the other party. The “Termination Date” of this Agreement shall be the sooner of: (i) the date identified by the terminating party in that party’s notice of termination to the other party, or (ii) the date on which Vendor terminates Client’s access to Services.

4.1 Survival. Without limiting other provisions of this Agreement, obligations of the following sections shall survive the termination of this Agreement: 9 (Confidentiality/Prohibited Uses) and 20 (Arbitration).

4.2 Termination for Non-Payment. Vendor may suspend PIN(s) and terminate the account if payment is not received within 60 days of invoice date.

5. Independent Contractor Relationship. The relationship between the parties is that of independent contractors. Neither party is an agent, partner or employee of the other party, and neither party has any right or any other authority to enter into any contract or undertaking in the name of or for the account of the other party, or to assume or create any obligation of any kind, express or implied, on behalf of the other party, nor will the acts or omissions of either party create any liability for the other party. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties.

6. Insurance. Vendor shall maintain insurance against claims for injury to persons or damage to property that may arise from or relate to Vendor’s performance of Services pursuant to this Agreement. All insurance coverage required by this Agreement shall be procured from and maintained with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. Upon Client’s written request, Vendor shall furnish Client with copies of certificates of insurance or other forms of verification of coverage, duly signed by an authorized representative of the respective insurer.

6.1. Vendor shall maintain per-occurrence commercial general liability insurance including bodily injury, property damage, personal injury, and broad-form contractual liability coverage of not less than the following amounts:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Products - Completed Operations Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Damage (Rented Property)</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Medical Expenses</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

6.2. Vendor shall maintain coverage for Errors and Omissions and Workers Compensation of not less than the following amounts:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Errors and Omissions</td>
<td>$5,000,000.00</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>

7. Limited Liability. Vendor shall provide Services in a professional and workmanlike manner utilizing translators, interpreters and/or other language professionals with skills and qualifications that meet or exceed the standards of the industry. Client understands and agrees that Services are inherently inexact disciplines and some discrepancies may arise despite Vendor’s professional provision of Services. Client releases Vendor from any and all liability, other than liability that cannot be waived by law, for: (i) non-negligent errors made by Vendor in the provision of Services, and (ii) any failure of or interruption to Services due to the failure of any telecommunications facilities, gear, infrastructure, and/or similar equipment beyond Vendor’s control. Beyond the limits of its insurance coverage, Vendor shall not be liable to Client for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of Client’s use of Services or any failure to connect to Services, if applicable, whether in contract or in tort, even if Vendor has been previously advised of the possibility of such damages. The foregoing limitation on Vendor’s liability for damages shall apply even if any exclusive remedy provided for in this Agreement fails of its essential purpose.

8. Background Checks. Vendor, subject to any federal, state or local laws, rules or regulations which may limit any Vendor action otherwise required by this section, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to determine that no Vendor employee or independent contractor who shall perform any Services that permit physical, virtual or other access to Client’s or its customer’s premises, systems,
9. **Confidentiality/Prohibited Uses.**

9.1. **Terms.** Neither party shall disclose the terms of this Agreement to any third party without the written consent of the other party, except: (i) as required by law, court order or governing legal authority, or (ii) for disclosure of the terms of this Agreement to a party’s accountants, attorneys or similar representatives who are bound by an equal or greater obligation of confidentiality, or to the representatives of any prospective purchaser of a party who is bound by an equal or greater obligation of confidentiality. This paragraph shall survive indefinitely any termination or expiration of this Agreement.

9.2. **Confidential Information.** All information provided to Vendor by Client or its affiliates, subsidiaries or agents that is: (i) labeled as confidential and/or proprietary, or (ii) reasonably identifiable as confidential and/or proprietary is the confidential and/or proprietary information of Client (collectively, “Confidential Information”). Client retains all rights, title and interest in and to all of the Confidential Information provided to Vendor. Vendor agrees that it will only use Confidential Information in connection with its performance of its obligations under this Agreement. Vendor shall take reasonable precautions necessary to safeguard the confidentiality of Confidential Information. Vendor agrees to immediately notify Client in the event of any accidental loss or unauthorized access, use, disclosure or breach by it or any of its employees, agents or other permitted users of any Confidential Information. Vendor shall only disclose Confidential Information in response to the order, requirement or request of a court, administrative agency or other governmental body of competent jurisdiction, and Vendor shall provide prompt notice of such disclosure to Client.

9.3. **PHI.** Vendor shall apply safeguards to Personal Health Information (“PHI”) in conformity with HIPAA and HITECH requirements.

9.4. **Prohibited Uses.** The following uses of Services are prohibited: (i) transmission of any message which constitutes an infringement of any copyright or trademark; (ii) any unauthorized disclosure of a trade secret; (iii) transfer of any information or technology in violation of any applicable law or regulation; (iv) violation of any telecommunications law or regulation regarding the use of telephones in interstate or foreign commerce to transmit obscene, threatening, harassing or other prohibited messages; (v) making libelous or slanderous statement; and (vi) violation of any applicable statute or government rule, ordinance, law, regulation or similar edict. Client shall indemnify and hold harmless Vendor for any liability Vendor incurs arising out of or relating to Client’s prohibited use of Services. This indemnity protection shall survive the termination of this Agreement. Without waiving any other remedy available to Vendor at law or in equity, Vendor may terminate this Agreement at any time following Client’s prohibited use of Services.

10. **Safe Harbor.** Vendor agrees that it will fully and accurately satisfy its responsibilities, as provider of the Services, under the Safe Harbor Regulations relating to program “fraud and abuse” promulgated under the Social Security Act and Medicare and Medicaid Patient and Program Protection Acts.

11. **Disbarment.** Vendor warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award of contracts by any federal agency.

12. **Cost of Living Increase.** The contracted pricing may be increased at each anniversary of the contract in accordance with the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U).
13. Solicitation of Personnel. Neither party shall, directly or indirectly, knowingly solicit, induce, recruit or encourage, or cause another to solicit, induce, recruit or encourage, any person employed or engaged by the other party, whether as an employee or independent contractor, to terminate his or her engagement with the other party during the term of this Agreement and for the one (1) year period following the Termination Date.

14. Marketing and Publicity. Without obtaining prior written consent, no party may use the other party’s name, trademarks, logos and/or service marks without complying with the other party’s requirements for such use.

15. Remedies. The remedies in this provision do not replace or otherwise limit the remedies included elsewhere in this Agreement. Either Party may, in its sole and absolute discretion, terminate this Agreement upon the other party’s breach or within ten (10) days of learning of the other party’s breach. Any decision by either party to forego cancellation upon a breach by the other party shall not constitute a waiver of such party’s right to terminate due to any subsequent breach.

16. Notices. All notices and communications must be in writing and will be effective upon receipt. Such notices shall be sent by registered or certified U.S. mail return receipt requested or by a nationally recognized overnight courier service, to the address set forth for such party herein, marked “Attn: Contracts”.

17. Equal Opportunity. In accordance with 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), Vendor prohibits harassment or discrimination against any individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against any individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Vendor takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

18. Entire Agreement. This Agreement represents the complete agreement of the parties and will supersede any and all other agreements, understandings and representations by and between the parties hereto. The parties agree that this Agreement represents the joint drafting of the parties. By signing below, the parties represent and warrant that neither is relying on any promise, guarantee or other statement not contained in this Agreement.

19. Governing Law. The performance of Vendor and Client under this Agreement shall be controlled and governed by the laws of the State of New York, excluding conflicts of law provisions. Jurisdiction and venue for any dispute between Vendor and Client concerning this Agreement shall rest exclusively within the state and federal courts of Pima County, Arizona. Each of Vendor and Client hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.

20. Arbitration. The Parties agree that all controversies, disputes and/or claims arising out of or in any way related to the interpretation, validity, construction, performance, breach or termination of this Agreement shall be submitted to final and binding arbitration. The arbitration shall apply Arizona law and shall comply with and be governed by the American Arbitration Association under its Commercial Arbitration Rules. The prevailing party in any such arbitration shall be entitled to an award of attorneys’ fees, expert witness fees and reimbursement of all reasonable costs and other fees associated with the arbitration, unless the Parties stipulate otherwise. Judgment on the arbitrator’s award may be entered by any court of competent jurisdiction.

21. Severability. Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the remainder of this Agreement. Instead, this Agreement will be construed as if it did not contain the illegal or invalid part, and the rights and obligations of the parties shall be construed and enforced accordingly.

22. Force Majeure: Notwithstanding any other provision of this Agreement, Vendor shall not be liable in any way for any loss, damage, delay or failure of performance resulting from any cause which is beyond Vendor’s reasonable control, including, but not limited to fire, explosion, lightning, power surges or failures, acts of God and acts or omissions of communications carriers (including without limitation local exchange companies).

23. Counterparts. This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Signatures to this Agreement and any amendments hereto transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same force and effect as physical execution and delivery of the paper document bearing the original signature.
EXHIBIT A: OVER-THE-PHONE (OPI) SERVICES

Vendor shall provide Client (and to the Facilities) with Over-The-Phone Interpretation ("OPI") Services, available twenty-four (24) hours per day each calendar day for the term of this Agreement, for the languages referenced below. Vendor shall provide the following features and services at no additional charge to Client: (i) Vendor's standard training services and materials; (ii) toll-free over-the-phone customer support available twenty-four (24) hours per day each calendar day for the term of this Agreement; (iii) on-line service-usage reporting; (iv) monthly invoices with Vendor's standard granular usage details; and (v) such additional PIN numbers as Client may reasonably request from time to time.

Client may access Vendor OPI Services using Vendor's telephone interface or Vendor's ClearLink telephones by entering a valid PIN. If Client is issued 1 800 number(s) for its convenience by Vendor, Vendor shall retain ownership and a right in the 1 800 number(s) and Client agrees that use is limited to Client, its subsidiaries, affiliates or Employees and that Client is responsible for payment for calls made using these 1800 number(s). Client is solely responsible for the security of Client's PIN cards and preprogrammed ClearLink telephones, as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client's PINs, Vendor shall promptly disable any such PIN upon Client's request and issue a replacement PIN.

Languages: All available Vendor languages

Pricing and Fees*:

<table>
<thead>
<tr>
<th>Interpretation Service Charges – Billed Monthly</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>OPI Interpretation</td>
<td>$0.75</td>
</tr>
</tbody>
</table>

*Pricing is effective as of the Commencement Date.
AUTHORIZATION TO FILL A VACANT, ADMINISTRATIVE OFFICER (EMERGENCY SERVICES) POSITION IN THE CAYUGA COUNTY EMERGENCY MANAGEMENT DEPARTMENT

BY: Mr. Christopher Petrus, Chairman, Judicial & Public Services Committee
BY: Mr. Patrick Mahunik, Chairman, Ways and Means Committee

WHEREAS, the position of Administrative Officer (Emergency Services – “ES”) (position control #2090) Grade 10, Probation Step ($36,008.00), in the Cayuga County Emergency Management Department (EMO) is currently vacant due to resignations; and

WHEREAS, this position represents critical administration, coordination and logistics functions within the Emergency Management Department and is essential to current and future EMO operations; and

WHEREAS, a county employee temporarily assigned to provide these EMO functions represents the only full-time staff person available to have the EMO office and operations open a daily basis; and

WHEREAS, this county employee is scheduled to retire before the end of 2019; and

WHEREAS, due to multiple Emergency Management Department resignations or reassignment to other departments, and the current effort to recruit a new EMO Director who will need adequate full-time, trained EMO administrative for the remainder of 2019 and moving forward; and

WHEREAS, providing the immediate authorization to fill the Administrative Officer (Emergency Services) position will allow the Emergency Management Department to engage in the civil service and administrative process required to fill the position, including canvassing eligible lists, interviewing candidates, and final hiring, such that an individual can hired, trained and oriented to departmental programs and projects under the retiring Administrative Assistant without delay; and

WHEREAS, sufficient funding currently exists in the 2019 Emergency Management Department Budget to support this position; now therefore be it

RESOLVED, that the Chair of the Legislature be hereby authorized and directed to fill the fully budgeted position of Administrative Officer (Emergency Services); and be it further

RESOLVED, that the appointment be in accordance with Civil Service Rules and Regulations, and the Policies of the County of Cayuga.

Judicial & Public Safety

Christopher Petrus, Chair

Keith Batman

Joseph Bennett

Michael Didio

Timothy Lattimore

Paul Pinckney

Benjamin Vitale

Ways & Means Committee

Patrick Mahunik, Chair

Joseph Bennett

Elane Daly

Joseph DeForest

Ryan Foley

Christopher Petrus

Paul Pinckney

Co. Atty.
A copy of this completed form MUST be attached to ALL Civil Service MSD-426 forms when filling a position.

Date 6/19/2019

Authorization To: Fill Only

** New Position Duties Statement (NPDS) - Short Form
REQUIRED IF the title exists within the department

** New Position Duties Statement (NPDS) - Long Form
REQUIRED IF the title does NOT exist within the department

Do you anticipate this request to result in fill-behinds?

No

Cayuga County Department

Emergency Management

Job Title Being Requested (Exact Civil Service Title)

Administrative Officer (ES)

Position Control Number 2090

Position Status Permanent

Position Designation Full-Time

Budget Account Number A36401 51001

Is a position being abolished to create the new position?

No

Is the salary of requested position in the current comp plan?

Yes

Comp Plan Requested IS CSEA IN

CSEA Grade 10

Probationary Salary Amount 36,008

Step 4 Amount (CSEA) 39,637

Starting Salary for Position Requested 36,008
Justification for Salary Requested

Does position include fringe benefits? Yes

What is the justification for filling this position AND why is it important for your department? vacant

How is this position funded? Budget

Is this a reimbursed position? No

What will the fiscal impact of filling this position in your budget this year and in future fiscal years? budgeted

Department Head Steve Lynch

Date 6/19/2019

Attestation I have been directed to submit on behalf of the authorized department or agency head

Name of Person Submitting on Behalf of Department or Agency Head Michael T. Russell

Title of Person Submitting on Behalf of Department or Agency Head HR Administrator

Head Approved

MTR 6/19/19
RESOLUTION NO. 7/23/19 SHR Fill Road Patrol Vacancies

AUTHORIZE THE FILLING OF ONE VACANT DEPUTY SHERIFF SERGEANT POSITION AND BACKFILLING ONE DEPUTY SHERIFF ROAD PATROL POSITION IN THE LAW ENFORCEMENT DIVISION OF THE CAYUGA COUNTY SHERIFF’S OFFICE

By: Mr. Christopher Petrus, Chair, Judicial & Public Safety Committee
    Mr. Patrick Mahunik, Chair, Ways & Means Committee

WHEREAS, a Deputy Sheriff Sergeant vacancy will exist due to a retirement (Position Control No. 001901-SYS); and

WHEREAS, one Deputy Sheriff position will be vacant due to the promotion of one deputy and the back fill of this deputy; and

WHEREAS, the services provided by the Sergeant and Deputy Sheriff Road Patrol positions are critical for a smooth and efficient operation of the Sheriff’s Office Law Enforcement Division and maintaining safety and well-being in Cayuga County; and

WHEREAS, these positions are in the 2019 Cayuga County Sheriff’s Law Enforcement Budget Line – Salaries Full Time (A31101 51001); now therefore, be it

RESOLVED, that these positions be filled in accordance with the Civil Service Rules and Regulations and the Policies of the County of Cayuga.

Judicial & Public Safety

Christopher Petrus, Chair
Keith Batman
Joseph Bennett
Michael Didio
Timothy Lattimore
Paul Pinckney
Benjamin Vitale

Ways & Means Committee

Patrick Mahunik, Chair
Joseph Bennett
Elane Daly
Joseph DeForest
Ryan Foley
Christopher Petrus
Paul Pinckney

Co. Atty
Authorization to Create/Fill

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<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
<tr>
<td>Authorization To:</td>
<td>Fill Only</td>
</tr>
</tbody>
</table>

** New Position Duties Statement (NPDS) - Short Form
REQUIRED IF the title exists within the department

** New Position Duties Statement (NPDS) - Long Form
REQUIRED IF the title does NOT exist within the department

Do you anticipate this request to result in fill-behinds? Yes

- Cayuga County Department
- Sheriff

- Job Title Being Requested (Exact Civil Service Title)
  - Deputy Sheriff

- Position Control Number
  - To Be Determined

- Position Status
  - Permanent

- Position Designation
  - Full-Time

- Budget Account Number
  - A31101 51001
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is a position being abolished to create the new position?</td>
<td>No</td>
</tr>
<tr>
<td>Is the salary of requested position in the current comp plan?</td>
<td>Yes</td>
</tr>
<tr>
<td>Comp Plan Requested IS IN</td>
<td>DSPA</td>
</tr>
<tr>
<td>DSPA Grade</td>
<td>14ZH</td>
</tr>
<tr>
<td>Probationary Salary Amount</td>
<td>$49,568 + 12% + Longevity</td>
</tr>
<tr>
<td>Step 3 Amount (DSPA or SEACC)</td>
<td>$53,767</td>
</tr>
<tr>
<td>Starting Salary for Position Requested</td>
<td>$49,568 + 12% + Longevity</td>
</tr>
<tr>
<td>Justification for Salary Requested</td>
<td>A Deputy Sheriff Position will be open when a Deputy is promoted to move into Corporal Joseph Ryan's position. Once this is accomplished, another Deputy Sheriff position will be created behind it. The salary of this person will be dependent on what step they are currently in, along with 12% plus longevity according to DSPA Comp Plan from 2018.</td>
</tr>
<tr>
<td>Does position include fringe benefits?</td>
<td>Yes</td>
</tr>
<tr>
<td>What is the justification for filling this position AND why is it important for your department?</td>
<td>Sergeant John Leja retired, therefore, the Sheriff had to promote someone to fill his position. Joe Ryan was asked to take that role and has agreed, therefore, this will result in a fill behind in a Corporal position and a fill behind in a Deputy Sheriff position.</td>
</tr>
<tr>
<td>How is this position funded?</td>
<td>Budget</td>
</tr>
<tr>
<td>Is this a reimbursed position?</td>
<td>No</td>
</tr>
<tr>
<td>What will the fiscal impact of filling this position in your budget this year and in future fiscal years?</td>
<td>There will be no fiscal impact since this is already in our budget for 2019.</td>
</tr>
<tr>
<td><strong>Department Head</strong></td>
<td>Sheriff Brian Schenck</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td>6/20/2019</td>
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<td><strong>Attestation</strong></td>
<td>I have been directed to submit on behalf of the authorized department or agency head</td>
</tr>
<tr>
<td><strong>Name of Person Submitting on Behalf of Department or Agency Head</strong></td>
<td>Julie Piascik</td>
</tr>
<tr>
<td><strong>Title of Person Submitting on Behalf of Department or Agency Head</strong></td>
<td>Confidential Secretary</td>
</tr>
</tbody>
</table>

LHL Approved (Section Break)
Authorization to Create/Fill

A copy of this completed form MUST be attached to ALL Civil Service MSD-426 forms when filling a position.

Date 6/20/2019

Authorization To: Fill Only

** New Position Duties Statement (NPDS) - Short Form
REQUIRED IF the title exists within the department

** New Position Duties Statement (NPDS) - Long Form
REQUIRED IF the title does NOT exist within the department

Do you anticipate this request to result in fill-behinds? No

Cayuga County Department Sheriff

Job Title Being Requested (Exact Civil Service Title) Deputy Sheriff

Position Control Number To Be Determined

Position Status Permanent

Position Designation Full-Time

Budget Account Number A31101 51001
<table>
<thead>
<tr>
<th>Question</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Is a position being abolished to create the new position?</td>
<td>No</td>
</tr>
<tr>
<td>Is the salary of requested position in the current comp plan?</td>
<td>Yes</td>
</tr>
<tr>
<td>Comp Plan Requested IS IN</td>
<td>Part II</td>
</tr>
<tr>
<td>Probationary Salary Amount</td>
<td>$49568 + 12%</td>
</tr>
<tr>
<td>Step 1 Amount (Part II)</td>
<td>$50568 + 12%</td>
</tr>
<tr>
<td>Starting Salary for Position Requested</td>
<td>$49568 + 12%</td>
</tr>
<tr>
<td>Justification for Salary Requested</td>
<td>This is starting salary per DSPA Comp Plan 2018</td>
</tr>
<tr>
<td>Does position include fringe benefits?</td>
<td>Yes</td>
</tr>
<tr>
<td>What is the justification for filling this position AND why is it important for your department?</td>
<td>With the retirement of Sergeant John Leja, Corporal Joe Ryan has accepted the offer to be promoted to Sergeant, therefore, a Corporal position will be vacant which will be filled by a current Deputy Sheriff and then a Deputy Sheriff will be hired to replace the Deputy Sheriff that will ultimately accept a promotion as a Corporal.</td>
</tr>
<tr>
<td>How is this position funded?</td>
<td>Budget</td>
</tr>
<tr>
<td>Is this a reimbursed position?</td>
<td>No</td>
</tr>
<tr>
<td>What will the fiscal impact of filling this position in your budget this year and in future fiscal years?</td>
<td>There is no impact on the budget as this is already in the 2019 budget plan.</td>
</tr>
<tr>
<td>Department Head</td>
<td>Sheriff Brian Schenck</td>
</tr>
<tr>
<td>Date</td>
<td>6/20/2019</td>
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<tr>
<td>Attestation</td>
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<td>Julie Piascik</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Title of Person Submitting on Behalf of Department or Agency Head</td>
<td>Confidential Secretary</td>
</tr>
</tbody>
</table>

LHL HR Approved (Section Break)

Email not displaying correctly? View it in your browser.
RESOLUTION NO. _7-23-19_  

**AUTHORIZE THE FILLING OF ONE VACANT SHERIFF CUSTODY LIEUTENANT POSITION AND ANY FILL BEHINDS IN THE CAYUGA COUNTY JAIL**

By:  
Mr. Christopher Petrus, Chair, Judicial & Public Safety Committee  
Mr. Patrick Mahunik, Chair, Ways & Means Committee

WHEREAS, a Custody Sheriff Lieutenant vacancy will exist due to a retirement effective June 28, 2019 (Position Control No. 004890-SYS); and

WHEREAS, this retirement will create the need to backfill positions within the Jail; and

WHEREAS, these positions are designated and accepted in the 2019 Cayuga County Sheriff's Custody Salaries Operating Budget A31501 51001; now therefore be it

RESOLVED, the employees hired will be placed at the appropriate step within the Sheriff’s Employee Association of Cayuga County (SEACC) Compensation Plan for 2016-2018; and be it further

RESOLVED, that these positions be filled in accordance with the Civil Service Rules and Regulations and the Policies of the County of Cayuga.

---

**Judicial & Public Safety**

Christopher Petrus, Chair  
Keith Batman  
Joseph Bennett  
Michael Didio  
Timothy Lattimore  
Paul Pinckney  
Benjamin Vitale

**Ways & Means Committee**

Patrick Mahunik, Chair  
Joseph Bennett  
Elane Daly  
Joseph DeForest  
Ryan Foley  
Christopher Petrus  
Paul Pinckney
From: noreply@cayugacounty.us 
Sent: Tuesday, June 25, 2019 1:25 PM
To: Michael Russell <mrussell@cayugacounty.us>; Lisa Lippoldt <llippoldt@cayugacounty.us>
Subject: Online Form Submittal: Authorization to Create/Fill

Authorization to Create/Fill

A copy of this completed form MUST be attached to ALL Civil Service MSD-426 forms when filling a position.

<table>
<thead>
<tr>
<th>Date</th>
<th>6/25/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorization To:</td>
<td>Fill Only</td>
</tr>
<tr>
<td>** New Position Duties Statement (NPDS) - Short Form</td>
<td>REQUIRED IF the title exists within the department</td>
</tr>
<tr>
<td>** New Position Duties Statement (NPDS) - Long Form</td>
<td>REQUIRED IF the title does NOT exist within the department</td>
</tr>
<tr>
<td>Do you anticipate this request to result in fill-behinds?</td>
<td>Yes</td>
</tr>
<tr>
<td>Cayuga County Department</td>
<td>Jail</td>
</tr>
<tr>
<td>Job Title Being Requested (Exact Civil Service Title)</td>
<td>Custody Sheriff Lieutenant</td>
</tr>
<tr>
<td>Position Control Number</td>
<td>004890-SYS</td>
</tr>
<tr>
<td>Position Status</td>
<td>Permanent</td>
</tr>
<tr>
<td>Position Designation</td>
<td>Full-Time</td>
</tr>
<tr>
<td>Budget Account Number</td>
<td>A31501 51001</td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Is a position being abolished to create the new position?</td>
<td>No</td>
</tr>
<tr>
<td>Is the salary of requested position in the current comp plan?</td>
<td>Yes</td>
</tr>
<tr>
<td>Comp Plan Requested IS IN</td>
<td>SEACC</td>
</tr>
<tr>
<td>SEACC Grade</td>
<td>15LH</td>
</tr>
<tr>
<td>Probationary Salary Amount</td>
<td>55483 + 12% + longevity</td>
</tr>
<tr>
<td>Step 3 Amount (DSPA or SEACC)</td>
<td>58056 + 12% + longevity</td>
</tr>
<tr>
<td>Starting Salary for Position Requested</td>
<td>55833 + 12% + longevity</td>
</tr>
<tr>
<td>Justification for Salary Requested</td>
<td>With the retiring of Sheriff Custody Lieutenant John Gleason, a position will need to be filled and subsequent back fills for a Sergeant, Corporal and Custody Officer will be necessary</td>
</tr>
<tr>
<td>Does position include fringe benefits?</td>
<td>Yes</td>
</tr>
<tr>
<td>What is the justification for filling this position AND why is it important for your department?</td>
<td>This is already in our budget for 2019</td>
</tr>
<tr>
<td>How is this position funded?</td>
<td>Budget</td>
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<td>Is this a reimbursed position?</td>
<td>No</td>
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<tr>
<td>What will the fiscal impact of filling this position in your budget this year and in future fiscal years?</td>
<td>There is no fiscal impact as the position is in our budget</td>
</tr>
<tr>
<td>Department Head</td>
<td>Sheriff Brian Schenck</td>
</tr>
<tr>
<td>Date</td>
<td>6/25/2019</td>
</tr>
</tbody>
</table>
Attestation

I have been directed to submit on behalf of the authorized department or agency head

<table>
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<tr>
<th>Name of Person Submitting on Behalf of Department or Agency Head</th>
<th>Julie Piascik</th>
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</thead>
<tbody>
<tr>
<td>Title of Person Submitting on Behalf of Department or Agency Head</td>
<td>Confidential Secretary to the Sheriff</td>
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** New Position Duties Statement (NPDS) - Short Form
*REQUIRED IF the title exists within the department*

** New Position Duties Statement (NPDS) - Long Form
*REQUIRED IF the title does NOT exist within the department*

Do you anticipate this request to result in fill-behinds? Yes

Cayuga County Department Legislative Board

Job Title Being Requested (Exact Civil Service Title) Sheriff Custody Sergeant

Position Control Number TBA

Position Status Permanent

Position Designation Full-Time

Budget Account Number A31501 51001
| **Is a position being abolished to create the new position?** | **No** |
| **Is the salary of requested position in the current comp plan?** | **Yes** |
| **Comp Plan Requested IS IN** | **SEACC** |
| **SEACC Grade** | **11LH** |
| **Probationary Salary Amount** | **48892 + 12% + longevity** |
| **Step 3 Amount (DSPA or SEACC)** | **51465 + 12% + longevity** |
| **Starting Salary for Position Requested** | **49242 + 12% + longevity** |
| **Justification for Salary Requested** | **With the retiring of Lieutenant John Gleason, a Sergeant's position will be vacated by promotion into Lieutenant and therefore will create back fill positions to be filled** |
| **Does position include fringe benefits?** | **Yes** |
| **What is the justification for filling this position AND why is it important for your department?** | **This is already in our budget** |
| **How is this position funded?** | **Budget** |
| **Is this a reimbursed position?** | **No** |
| **What will the fiscal impact of filling this position in your budget this year and in future fiscal years?** | **There will be no impact as this is already in our budget** |
| **Department Head** | **Sheriff Brian Schenck** |
| **Date** | **6/25/2019** |
Attestation

<p>| | |</p>
<table>
<thead>
<tr>
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<tr>
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LHL HR Admin Approved(SECTION BREAK)

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<td><strong>New Position Duties Statement (NPDS) - Long Form</strong></td>
<td>REQUIRED IF the title does NOT exist within the department</td>
</tr>
<tr>
<td>Do you anticipate this request to result in fill-behinds?</td>
<td>Yes</td>
</tr>
<tr>
<td>Cayuga County Department</td>
<td>Jail</td>
</tr>
<tr>
<td>Job Title Being Requested (Exact Civil Service Title)</td>
<td>Sheriff Custody Corporal</td>
</tr>
<tr>
<td>Position Control Number</td>
<td>TBA</td>
</tr>
<tr>
<td>Position Status</td>
<td>Permanent</td>
</tr>
<tr>
<td>Position Designation</td>
<td>Full-Time</td>
</tr>
<tr>
<td>Budget Account Number</td>
<td>A31501 51001</td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
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<td>-------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Is the salary of requested position in the current comp plan?</td>
<td>Yes</td>
</tr>
<tr>
<td>Comp Plan Requested IS IN</td>
<td>SEACC</td>
</tr>
<tr>
<td>SEACC Grade</td>
<td>10LH</td>
</tr>
<tr>
<td>Probationary Salary Amount</td>
<td>46022 +12% +longevity</td>
</tr>
<tr>
<td>Step 3 Amount (DSPA or SEACC)</td>
<td>48595 +12% +longevity</td>
</tr>
<tr>
<td>Starting Salary for Position Requested</td>
<td>46372 +12% + longevity</td>
</tr>
<tr>
<td>Justification for Salary Requested</td>
<td>Per SEACC Contract</td>
</tr>
<tr>
<td>Does position include fringe benefits?</td>
<td>Yes</td>
</tr>
<tr>
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<td>The retiring of Lieutenant John Gleason left fill behinds for a Sergeant, Corporal and Custody Officer</td>
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<tr>
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<td>6/25/2019</td>
</tr>
<tr>
<td>Attestation</td>
<td>I have been directed to submit on behalf of the authorized department or agency head</td>
</tr>
<tr>
<td>Name of Person</td>
<td>Julie Piaskik</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Submitting on Behalf of Department or Agency Head</td>
<td>Confidential Secretary to the Sheriff</td>
</tr>
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</table>

LHL HR Admin Approved (Section Break)

Email not displaying correctly? View it in your browser.
Authorization to Create/Fill

A copy of this completed form MUST be attached to ALL Civil Service MSD-426 forms when filling a position.

Date 6/25/2019

Authorization To: Fill Only

** New Position Duties Statement (NPDS) - Short Form
REQUIRED IF the title exists within the department

** New Position Duties Statement (NPDS) - Long Form
REQUIRED IF the title does NOT exist within the department

Do you anticipate this request to result in fill-behinds? Yes

Cayuga County Department Jail

Job Title Being Requested (Exact Civil Service Title) Sheriff Custody Corporal

Position Control Number TBA

Position Status Permanent

Position Designation Full-Time

Budget Account Number A31501 51001
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is a position being abolished to create the new position?</td>
<td>No</td>
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