

GOVERNMENT OPERATIONS AGENDA
Location: Yates County Legislative Chambers
Date: August 3, 2020 at 1:30 p.m.

NOTE:

- Maximum attendance at any meeting is limited to 50 persons.
- Considering 14 Legislators, the Clerk of the Legislature and the County Administrator, Public attendance will therefore be limited to 34 persons
- If it is desired to address the committee (or Legislature) it would be appreciated that the Clerk of the Legislature be contacted to assure that there will be capacity in the room. (Phone 315-536-5150 or email chayes@yatescounty.org)
- Wear a mask when not seated.
- Wear a mask if not able to maintain 6 feet from adjacent persons (i.e – social distance)
- Attendance can also be by ZOOM; the login information is below

Yates County Committee Meetings Scheduled for Monday August 3rd & Tuesday August 4th 2020

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

<https://zoom.us/j/92497375006?pwd=OFZucmh6K3g2QUgrVjMzWVVYZ1FQQT09>

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 646 558 8656 or +1 301 715 8592

Webinar ID: 924 9737 5006

Passcode: 461737

Committee members: Ed Bronson, Dick Harper, Carlie Chilson, Tim Cutler, Jim Multer, Bonnie Percy

- Ed and Carlie will sign the audit this month
- Approve minutes of the July meeting
- Public Comment

Legislative Operations

- Legislators are required to complete annual trainings, as are all County employees. Legislators should review the courses and complete them.

Elections Robert Brechko/Robert Schwarting

- State Legislative update
- June Objectives
- COVID-19 related measurers
- Resolution: A Petition To Amend State Election Law Sections 4-100 (3a) and 4-104 (8)

Soil & Water Colby Petersen

- Watershed Inspection/KWIC
- Keuka Lake 9E
- Hydroseeding
- AEM-Agricultural Environmental Management

Cornell Cooperative Extension - Arlene Wilson

- Proposed date of October Legislative Luncheon

IT – Tim Groth

- Statistics
- Project updates
- Resolution: Authorize Chairman To Sign Contract with Layer 3 Technologies

County Clerk - Lois Hall/ Molly Linehan

- Statistical reports
- DMV updates
- Clerk updates

Clerk of the Legislature – Connie Hayes

Nothing to report

Personnel - Kerry Brennan

- Align Rx update
- Benetech update
- Resolution: Authorize Chairman To Sign Consulting Agreement Between Yates County And Remedy One Consulting D/B/A Align RX Consulting
- Resolution: Authorize Treasurer To Pay Benetech Prior To Audit

County Administrator - Nonie Flynn

EXECUTIVE SESSION - If needed

To: Government Operations Committee
From: Bob Brechko, Rob Schwarting
Date: July 30, 2020
Subject: Monthly Report for August 2020 Meeting

State Legislative Update:

- Procedures for the September Village Election were promulgated. No impact on us.
- 10 bills were passed in the closing days of the session, but have not yet been sent to the Governor for signing. Most importantly, S 8015D – Defines “illness” in law for absentee ballot applications to include “risk of contracting or spreading a disease that may cause illness to the voter or to other members of the public” The expanded definition, if signed will remain in effect to January 1st, 2022. The remainder of the bills correct minor issues or settle a lawsuit.

Issues of significance or needing to be resolved: Once the State Legislature has acted on the Absentee Ballot bill, the BOE will have to create an equitable non-partisan process whereby all voters, not just the registered Democrats that were contacted for the Presidential Primary, are afforded an opportunity to vote absentee. This will likely have a financial impact, which we estimate will be offset with the Federal/State Care Act. There is still sentiment supporting a larger vote by mail initiative where we provide everyone absentee ballot applications, prepaid return envelopes for the application, etc. We have to balance when we mail out a generic letter to our voters with the possibility that the Governor will order a much larger and expensive approach.

Resolution: The attached resolution is in support of legislation to amend Election Law to allow consolidation of poll sites for small elections or elections where absentee balloting reduces in-person voting.

July Objectives Achieved:

- Conducted both a Presidential and a general Primary Election
- Operated the office under State mandated postponements and County mandated staff reduction and closure. While the office was closed to the public, various staff and poll inspectors were called in for processing absentee ballots and conduction necessary audits of the Imagecast voting machines.
- Prepared preliminary contract language for a cybersecurity grant to implement security enhancements and mitigations recommended by the Grant-Thorn study. Held several in depth meeting with IT and our state funded technical advisor to refine the plan of work.
- Documented expenses eligible for reimbursement under the Care Act (absentee balloting, sanitation, personal protective equipment, etc.)
- Conducted post-election after action reviews and documented issues arising from consolidations, staff reductions and use of the Milo back up poll site.
- Prepared site and training manuals for distribution. As a cost cutting measure, converted to B/W and distributed about half electronically.
- Completed the majority of county mandatory training for Poll Inspectors. Will assist training for the remainder by September 1st.
- Updated and configured the OKI Data Printers for larger ballots. Used remote technical assistance over public Wi-Fi.
- Started to develop Budget for 2021
- Participated with IT in a State mandated Cybersecurity tabletop exercises. Highlighted a few procedures we need to formalize and document.
- Conducted extensive After Action Reviews with Poll Inspectors/Chairs regarding newly implemented ballot account procedures (time saving measures), use of on-demand ballot printers, proposed new procedures and revised training such as using WebEx.
- Reconfigured staff for the General Election so as to handle high volume of absentee balloting, full implementation of reduced staff at poll sites and increased State BOE demands for information

- Rescheduled Recertification Training to August 11th and 12th
- Checked poll inspector availability (COVID-19 related) for the November GE, and started to recruit new poll inspectors.

August Objectives:

- As recommended by the state, contact each voter making them aware of new absentee application procedures and inform individuals who made erroneous applications of a rejection and give instructions to refile.
- Conduct recertification training for at least 94 poll inspectors. Majority to train using Zoom seminars. Employ social distancing for in-person training, groups of 15.
- Recruit new poll inspectors to replace retiring inspectors
- As soon as travel is possible, complete maintenance and parts replacement per warrantee of the Imagecast machines by Dominion staff.
- Reduce staff time to conserve time for use during the General Election.
- Take vacations
- Complete and defend the departmental budget
- Modify policy and procedures based on new state laws, mostly in the area of absentee ballot applications and processing.
- Conduct staff refresher training, cover revised standard operation procedures

A PETITION TO AMEND STATE ELECTION LAW SECTIONS 4-100 (3a) and 4-104 (8)

WHEREAS, Yates County has 14,204 registered voters, who reside in 9 towns and are further assigned to 18 election districts; and

WHEREAS, Election Law Section 4-104 (8), allows for consolidation of election districts into a reduced number of poll sites, but not beyond the level of one poll site in every town; and

WHEREAS in accordance with section 4-100 (3a) an Election district is not to contain more than 1,200 registered voters; and

WHEREAS, Election Law requires a centrally located, easily accessible Early Voting poll site for every 50,000 registered voters, which in the case of Yates County is within 31 minutes travel time by road for any registered voter in the County; and

WHEREAS, single party Democratic or Republican primary elections in Yates County can be consolidated in 5 poll sites, with each serving less than 1200 voters, instead of 9 town poll sites, and save at least 15% of election day labor costs; and

WHEREAS, in a recent election, 980 voters cast absentee ballots. Only 40 voted at early voting, and 235 voted in-person at poll sites, which in total could have been consolidated in one poll site at a savings of 65% of labor costs; and

WHEREAS, a primary election for one of the minor parties (less than 1200 registered voters in the county), such as Serve America Movement Primary in 2020, can be consolidated to the one poll site used by early voting, and save at least 65% of a total election labor cost; and

WHEREAS, technological advances, which have made voting both easier and faster and thereby reduce the potential of voters waiting in line, now allow much larger populations of voters at a poll site and therefore in an election district; and

WHEREAS, technological advances in electronic poll books and Imagecast machines accommodate multiple different ballots being printed, completed and cast at any poll site; and

WHEREAS, small, rural counties and counties with sparsely populated towns, across the state are financially burdened by sections 4-100 (3a) and 4-104 (8) of the Election Law;

NOW, THEREFORE, BE IT RESOLVED, that Yates County Petitions the State of New York to amend section 4-104 (8) of the Election Law to permit the election-by-election consolidation of election districts in multi-town poll sites, so long as the number of register voters at such poll site is less than the limits of section 4-100 (3a), and the resulting poll site serves contiguous election districts; and be it further

RESOLVED that Yates County petitions the State of New York to amend section 4-100 (3a) to increase the limits from 1200 to 2000; and be it further

RESOLVED, that a copy of this resolution be sent to Assembly member Palmesano, Senator O'Mara, Senate Elections Committee Chair Zellnor Myrie and Assembly Committee on Election Law Chair Charles D. Lavine



Soil and Water Conservation Districts in New York State

Protecting Today, Preserving Tomorrow

Yates County Soil & Water Conservation District

417 Liberty Street
Penn Yan, New York 14527
(315) 536-5188 fax (315) 536-5136
Colby@ycsoilwater.com

Government Operations Report August 2020

Watershed Inspection/KWIC:

Staff have completed 200 of an estimated 400 inspections in the Towns of Barrington, Jerusalem, Milo, Torrey and the Villages of Dresden and Penn Yan. Zone 1 letters have gone out, past due letters and notices of violation are going out soon.

Keuka Lake 9E

Members of the legislature are invited to attend the first of three, public outreach sessions on August 24, 2020 at 6pm via Zoom. An invite will be sent two weeks prior to the meeting.

Hydroseeding

Staff have seeded 3 sites in the month of July for home owners, covering over 1.4 acres. Drought conditions continue to make seeding success difficult. Included with a homeowner's invoice is an informative page giving tips on how to successfully get the grass to germinate and become a lush lawn.

AEM-Agricultural Environmental Management

Agricultural work has been continuing in the county.

- Of the four mini soil erosion grants obtained last year three have been completed this spring.
 - o Two in the Seneca Lake Watershed late winter and early spring
 - o One in the Canandaigua Lake Watershed late spring
 - o The final project in the Keuka Lake Watershed is near completion
- The new grant in the Keuka Lake Watershed has also gotten off the ground this summer with several farms initiating projects.
 - o Delayed payment of vouchers due on grant projects from Albany has resulted in some hesitancy from farmers initiating projects.
- Two new grants applied for (Under-vine mower & Seneca Lake Watershed) have been submitted and our office is awaiting to hear if we have been funded.
- A newsletter was sent out to farms summarizing the last two years of soil health workshops and two gauge interest in future events.



YATES COUNTY INFORMATION TECHNOLOGY

417 Liberty Street, Suite 2027

Penn Yan, New York 14527

Phone: 315-531-3444

Fax: 315-531-3226

MEMORANDUM

To: Government Operations Committee

From: Tim Groth
I.T. Director

Date: July 29, 2020

Re: Report for July 2020

SUMMARY

- **Help-Desk calls**
 - In the month of June, the I.T. Help Desk took in 290 calls

- **Quarterly Help Desk Ticket Summary by Department**

- **I.T. Project Update Summary**
 - Firewall Upgrade
 - NYSBOE County Election Infrastructure Risk Remediation Project
 - NYSBOE Required Upgrade of their supplied Firewall
 - Empire Access connection from the County Office Building to Highway Facility
 - Internal/External Vulnerability Scanning and Penetration Tests of the County Network

- **Resolution**
 - **AUTHORIZE CHAIRMAN TO SIGN CONTRACT**

Project Updates

- **Firewall Upgrade**

We have closed out the contract for the work related to the Installation and Configuration of the Sophos Firewalls. We have completed cutting over to the email spam filtering and email encryption features. With the upgrade to our ISP Internet Circuit, plus additional required configuration upgrades and a required upgrade to the State Board of Elections Firewall, I have included a resolution for a block of hours to cover the additional work.

- **NYSBOE County Election Infrastructure Risk Remediation Project**

I have been working with the assigned technical advisor from the NYSTEC group (NYS Remediation Partner Group) and Entre Computer technical staff on completing and submitting the Yates County BOE Remediation Plan by the targeted date of August 1st. We had a final review of this plan on July 29th and have submitted the requested updates as requested.

- **NYSBOE Required Upgrade of their supplied Firewall**

We received notice that the NYS BOE firewall supplied by the NYSBOE and connected to our network is end-of-life and required to be replaced prior to the November election. We have received the replacement firewall and are scheduled to work with the NYSBOE technical staff on August 7th to perform this work. We will require assistance from Entre and Layer 3 to configure the County equipment as specified by the NYSBOE.

- **Empire Access connection from the County Office Building to Highway Facility**

The fiber build-out project from the County Office Building to the County Highway facility has been completed by Empire Access as well as the installation of the equipment required to link the two facilities. Empire Access completed the configuration of the equipment; however, we were experiencing some additional latency on the connection. After some additional changes to their equipment Empire Access was able to solve this issue and after additional testing by our staff, we have migrated Highway off the Spectrum circuit over to the new Empire Access connection.

- **Internal/External Vulnerability Scanning and Penetration Tests of the County Network**

I have been working with the NYS Department of Homeland Security and Emergency Services (DHSES) on the scope of work to complete all testing. The external testing is scheduled for late July – early August with the internal vulnerability scanning tests scheduled for mid-late August. They will be required to perform the internal scans remotely due to the COVID-19 requirements. They will be sending their equipment to us in mid-August, which we will then work with their team remotely to connect the equipment to our network. We should have the full results by mid-September.

AUTHORIZE CHAIRMAN TO SIGN CONTRACT
(Layer 3 Technologies - Rochester, NY)

RESOLVED, that the Chairman of the Legislature is hereby authorized to sign contract with Layer 3 Technologies of Rochester, NY for Professional Services to make configuration changes to our production firewall at a cost not to exceed 3,000.00; and be it further

RESOLVED, that a copy of this resolution be given to Layer 3 and to the IT Director.

INTER-OFFICE CORRESPONDENCE

YATES COUNTY

TO: Ed Bronson, Chair
Legislators Government Operations Committee

FROM: Lois Hall, County Clerk

SUBJECT: Updates—County Clerk's Office

DATE: July 30, 2020

STATISTICAL REPORTS

DMV fees for retention collected for June 2020, \$12,808.49 with \$81,484.18 sales tax collected. COPRS Internet fees collected year to date \$2819.04. County Clerk transactions 1614 and fees collected \$215,567.14. (This figure is up from 1406 transactions and \$159,852.66 June 2019)

DMV

The DMV opened to the public by appointment for all types of license transactions on June 15 by appointment only. All types of permits followed on July 1, 2020 by appointment only. All other transactions are processed either by mail or the drop box.

Plates issued are to be picked up in person the cost for mailing is prohibitive. This has been working well with the assistance of the people working on the desk in the lobby. Most people are very appreciative to have the ability to do this.

DMV is requiring remote training for their new system Monday August 10- Friday August 14. Theresa and Mary will be participating in this training from 9:00 am until 4:00 pm every day that week. This will leave Sandy and myself to wait on customers, answer phones and process work that comes in.

The road test system has opened back up for CDL and Class D and motorcycles. All 5 hour pre licensing and DDP classes have not been given the approval to begin operation yet.

Information was received through the New York State Register (Department of State Division of Administrative Rules) that there will be the Establishment of an Internet Pre-licensing Course. This information is released to county clerks every two weeks. DMV has not sent any information about this to our office yet. No date of when this will begin or how this can be accessed at this time. The lack of communication from the DMV is unbelievable

I called the Commissioner's office (after the Governor's press release July 29), they were scrambling for information. I now am awaiting a call back from DMV with any information I can use for a press release. I also have reached out to Driver Don (who is our local 5 hour course provider) to see if he will be spending the money to be able to offer his course on the internet or by zoom. I also called the Canandaigua Driving School, they are working on the program today and will let me know by the end of the week what they will be offering.

There are significant costs and regulations that will need to be maintained for this program to be offered on line to meet the protocol for DMV. Many people do not have access to the internet and also the ability to pay by credit card or debit card.

The only communication I have received directly from the Commissioner states that per the Executive Order 202.43 requires that in person transaction at county operated Department of Motor Vehicle offices be conducted by appointment only. This was July 14.

Press releases were sent to the Chronicle, Observer and Lake to Lake Bulletin, my personal Facebook page and the County Clerks DMV web page, with information of how the office is accepting appointments and other policies. I will keep updating them as information becomes available.

CLERK

We are continuing moving forward for the transition to IQS. Information is received weekly for acquisition of files and records to be transferred to them.

It was proposed to AVENU to purchase the equipment we already have to save costs. I requested pricing from AVENU and consulted with Tim Groth to see if the price was fair. Tim and Chad reviewed the pricing I received and ran a comparison for what they could purchase the comparable equipment for. Avenue price was \$2,120.00 for all equipment except the server and the pricing received from our IT department was \$3,956.00 with 8 county owned computers. We will be purchasing the equipment from AVENU. I have attached a copy of the comparison.

We will need to purchase our microfilm for the year ending in September when we transition over to IQS. The fees will be approximately \$2479.90. (See attached)

The clerk's office is scheduling all pistol permit transactions now in person by appointment.



Sales Order #

CUSTOMER NO C100717	DATE 7/14/2020	Platform 20/20 / Foresight	Cost center (Sales support)
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Please use **new** customer number from the customer list.

B Town Hall	S
I	H
L Town Clerk	I
L	P
417 Liberty Street Sute 1107	
T	T
O Penn Yan, NY 9501	O

E-mail address: countyclerk@yatescounty.org

CUSTOMER CONTACT: Lois Hall PHONE: 315-536-5120 P.O. NO.: _____

SALES REP: Michael Mortensen SALES REP'S NO.: 2079026

PRODUCT - sales support	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
	Hardware Purchase			
	Dell Optiplex9020	8	75.000	\$ 600.00
	Fujitsu 7269	1	200.000	\$ 200.00
	Fujitsu 6770	1	250.000	\$ 250.00
	Axiohm 760	4	50.000	\$ 200.00
	TPG Cash Draw	4	20.000	\$ 80.00
	HPM604n TN	2	250.000	\$ 500.00
	Zebra ZXP3 Printer Dual Sided	1	200.000	\$ 200.00
	Canon Powershot ELPH 160 20 MP	1	40.000	\$ 40.00
	Topaz Signature GEM	1	50.000	\$ 50.00
				\$ -
				\$ -
				\$ -
8840104	Freight - At Cost As Needed			\$ -
SPECIAL INSTRUCTIONS:				SUBTOTAL \$ 2,120.00
				TAX %
				i.e. .08 or .0725
				SALES TAX
CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize Avenu to proceed on this matter as set forth herein.				FREIGHT F.O.B.
CUSTOMER SIGNATURE: _____				DATE: _____
				TOTAL
SALES APPROVAL _____				\$ 2,120.00

vs.

PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
Hardware Owned / Market Value from Amazon, eBay			
HP Optiplex 800 G1 (comparable PC)	8	owned	\$0
Fujitsu 7269	1	\$1,200	\$1,200
Fujitsu 6770	1	\$789	\$789
Axiohm 760	4	\$112	\$448
TPG Cash Draw	4	\$50	\$200
HPM604n TN	2	\$280	\$560
Zebra ZXP3 Printer Dual Sided	1	\$599	\$599
Cannon Powershot ELPH 160 20 MP	1	\$120	\$120
Topaz Signature GEM	1	\$40	\$40

Suggestion: Purchase everything except the Dell OptiPlex 9020

\$3,956



Terms and Conditions:

Payment Terms: Customer agrees to remit payment to Avenu within 30 days from issuance of invoice.

Limited Warranty: Hardware and Commercial Software Warranties: If third-party hardware and/or commercial software is furnished under this Agreement, then Avenu shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. Avenu shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Rights to Third Party Software: Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requested Avenu to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes Avenu to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

Limitation of Liability: IN NO EVENT SHALL AVENU BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN PERCENT (10%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL AVENU BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST AVENU ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL AVENU BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Ownership of Data: Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to Avenu, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

Risk of Loss & Title: Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

Returns: Customer may return hardware and commercial software products purchased from Avenu within 15 days from the date products were delivered to the Customer's site.

Termination for Breach: If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within ten (10) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this agreement for breach. Termination by Avenu shall be effective upon written notice to Customer. Customer agrees to discontinue use of all Avenu-owned materials no later than the effective date of termination and return such Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

Entire Agreement: The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides Avenu with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Work being performed by Avenu throughout the project is earned as completed; therefore, in the event the Customer cancels this sales order without cause, the Customer shall equitably compensate Avenu for all services performed through the effective date of the cancellation.

Stop Work: Avenu is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will Avenu be required to perform services or provide deliverables in the absence of available funding.



Yates County Office of Personnel
417 Liberty Street
Penn Yan, NY 14527
(P) 315.536.5112, (F) 315.536.5118
Yatespersonnel@yatescounty.org

GOVERNMENT OPERATIONS COMMITTEE AGENDA AUGUST 2020

This is to update you on the recent activity of the Personnel Office.

UPDATES:

Align Rx – Align Rx is the vendor that manages the pharmacy program under the Yates County Medical Plan. The County is in need of signing a Consulting Agreement with Align Rx to continue receiving its services. The resolution authoring the Chairman to sign an agreement with Align Rx is enclosed.

Benetech – Currently covers the cost of our HRA/FSA upfront and then we reimburse them on a monthly basis. The lapse in time from when Benetech makes payment until we reimburse them, is typically 45+ days. Benetech is requesting we reimburse them on a weekly basis. The resolution authorizing the Treasurer to pay Benetech prior to audit is enclosed.

RESOLUTION(S):

AUTHORIZE CHAIRMAN TO SIGN CONSULTING AGREEMENT BETWEEN YATES COUNTY AND REMEDY ONE CONSULTING D/B/A ALIGN RX CONSULTING

WHEREAS, the County desires to enter into Agreement with Remedy One Consulting d/b/a AlignRx Consulting concerning the administration of negotiating pharmacy pricing with drug managers;

NOW THEREFORE, BE IT RESOLVED, that to this end, and contingent upon the approval of the County Attorney, the Chairman of the Yates County Legislature is hereby authorized to sign an agreement between Yates County and Remedy One Consulting d/b/a AlignRx Consulting; and be it further

RESOLVED, that a copy of this resolution be provided to Remedy One Consulting d/b/a AlignRx Consulting, Relph Benefit Advisors an Alera Group Company, the Personnel Officer, County Administrator, and County Treasurer.

AUTHORIZE TREASURER TO PAY (BENETECH) PRIOR TO AUDIT

WHEREAS, Benetech, the vendor that administers the County's Health Reimbursement Arrangement (HRA) and Flexible Spending Arrangement (FSA) accounts is requesting payment within three (3) days of billing the County;

NOW, THEREFORE, BE IT RESOLVED, that the County Treasurer is authorized to pay Benetech prior to audit; and be it further

RESOLVED, that a copy of this resolution be provided the Personnel Officer, County Administrator, and County Treasurer.

PERSONNEL OFFICE VACANCY REPORT

****New hire orientation and paperwork processing for new hires takes roughly 2 hours per person****

Vacancy Report							
Vacant Position	Account Number	Department	Personnel Status	Vacancy Start Date	Position Status	New Hire – Recent Activity	Current Staffing Level
						7/2020	
Conflict Defender	A1171.51642	Conflict Defender	PT – 17.5 Hrs	3/31/20	Vacant.	0	0
Corrections Officer	A3150.51990	YCSO – Jail	FT – 40 Hrs	12/30/19	Temp. FT appt. made 12/30/19 – 12/30/20	0	27
Corrections Officer	A3150.51821	YCSO – Jail	FT – 40 Hrs	4/3/2019	Hiring Freeze	0	27
Corrections Officer	A3150.51803	YCSO – Jail	FT – 40 Hrs	9/7/19	Hiring Freeze	0	27
Corrections Officer	A3150.51814	YCSO – Jail	FT – 40 Hrs	2/27/20	Hiring Freeze	0	27
Corrections Officer	A3150.51815	YCSO – Jail	FT – 40 Hrs	3/14/20	Hiring Freeze	0	27
Corrections Officer	A3150.51824	YCSO – Jail	FT – 40 Hrs	4/22/20	Contingent job offer made.	0	27
Corrections Officer	A3150.51829	YCSO – Jail	FT – 40 Hrs	5/8/20	Contingent job offer made.	0	27
Deputy Highway Sup.	D5010.51119	Highway	FT – 40 Hrs	7/13/20	Vacant.	0	0
EMS Coordinator	A3645.5XXXX	OEM	PT – 17.5 Hrs	11/30/18	Waiting for signed agreement w/ Schuyler.	0	0
Dispatcher	A3021.51714	YCSO – E911	FT – 40 Hrs	5/9/20	Recruiting.	0	8
Highway Superintendent	D5010.51074	Highway	FT – 40 Hrs	3/27/20	Appointment made July 13.	1	1
Assistant Public Defender	A1170.51566	Public defender	PT – 17.5 Hrs	6/3/20	Recruiting.	0	1
Senior Account Clerk Ty.	A4010.51271	Public Health	FT – 35 Hrs	7/31/20	Recruiting.	0	0
Senior ESD	A3021.51702	YCSO – 911	FT – 40 Hrs	2/28/20	Exam results received.	0	3
TOTAL:						1	

****Currently Recruiting means the Personnel Office has advertised the position and is collecting applications. The above numbers take into consideration the anticipated vacancy****

Continuous Recruitment					
<i>(Applications are accepted on a continuous basis)</i>					
Position Title	Account Number	Department	Personnel Status	New Hire - Recent Activity	Current Staffing Level
				7/2020	
Corrections Officers	A3150.51990	YCSO – Jail	Part Time	0	15
Corrections Officers	A3190.51981	YCSO - Court	Part Time	0	1
Deputy Sheriff	A3110.51985	YCSO – LE	Part Time	0	1
Dispatcher	A3021.51986	YCSO – Dispatch	Part Time	0	0
Marine PO	A3110.51995	YCSO – LE	Seasonal	0	7