

PROJECT ADMINISTRATOR AGREEMENT

Town of Oswego Public Works Projects

THIS AGREEMENT entered into as of the 1st day of January, 2021 by and among the Town of Oswego, a municipal corporation duly created and organized under the laws of the State of New York with its offices at 2320 County Route 7, Oswego, New York 13126, (referred to herein as the “Employer”) and Tamara S. Allen, an individual residing in the Town of Oswego, particularly 419 County Route 20, Oswego, New York, (herein referred to as the “Employee”).

WHEREAS, the Employer has received grant funding from the State of New York through the Lake Ontario Resiliency & Economic Development Initiative (REDI) for three (3) separate projects, totaling in FIVE MILLION FOUR HUNDRED EIGHTY THOUSAND (\$5,480,000) DOLLARS and finds it necessary to have a designated Project Administrator to track each of these projects, ensure that project payments are timely made, and file reports with the State of New York to ensure compliance with the REDI requirements, especially ensuring the performance of all actions resulting in the reimbursement of money from the State of New York for money expended by the Town of Oswego in carrying out these REDI projects; and

WHEREAS, the Employer has received TWO HUNDRED THOUSAND (\$200,00) DOLLARS SAM Grant for Lakeshore Sewer District, ONE HUNDRED THREE THOUSAND (\$103,000) DOLLARS from FEMA I for West Lake and Lake Shore Road projects, and potentially TWO HUNDRED THOUSAND (\$200,00) DOLLARS or more from FEMA II for Lakeshore Road;

WHEREAS, the Employee desires to work in this role as Project Administrator for the Town’s REDI and other Public Works projects;

WHEREAS, the Employer already employs the Employee as the Supervisor’s Clerk, and therefore is familiar with the Employee’s work habits and capabilities; and

WHEREAS, it is intended that the work performed by the Employee under this Agreement is separate but supplemental to the work already being performed for the Town of Oswego; and

WHEREAS, it is hereby declared to be in the best interest of the Town of Oswego to employ Employee as the Public Works Project Administrator pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

I. EMPLOYMENT

1.1 Employment. The Employer agrees to employ the Employee as the Public Works Project Administrator, and the Employee accepts such employment.

II. TERM

2.1 Original Term. The original term of this Agreement shall commence on the 1st day of January 1, 2021, and shall expire on December 31, 2022 unless earlier terminated as provided in Article V hereof.

2.2 Performance Based Evaluation. Both parties agree, that the Employee shall be evaluated at three (3) months and six (6) months, and that said evaluation shall be an evaluation based upon performance, and shall be made in writing to the Employee by the Employer unless otherwise waived in writing by both parties. Upon failure to receive adequate performance based evaluations, the Employee may be terminated as provided for in Article V hereof.

III. TITLE AND DUTIES

3.1 Title and Duties. The Employee shall hold the title of Public Works Project Administrator. She will be directly supervised by the Town Supervisor, but shall answer to the Town Board as directed. Nothing in this Agreement shall preclude the Employee from holding different or identical titles with the Employer. The Employee shall provide such services as necessary to promote the goals, purposes and interests of such Employer, including but not limited to:

- a. Understanding the REDI program guidelines and regulations controlling the three (3) REDI projects being undertaken by the Town of Oswego, including the grant funding requirements for the following projects:
 - i. CO.40 Lakeshore Commercial Sewer District (\$4,800,000);
 - ii. CO.38 Lakeshore Road at Snake Swamp (\$200,000); and
 - iii. CO.98 West Lake Outfall to Lake Ontario (480,000).
- b. Understanding the FEMA program guidelines and regulations controlling the FEMA projects being undertaken by the Town of Oswego, including the grant funding requirements.
- c. Understanding the SAM/DEC program guidelines and regulations controlling the SAM/DEC projects being undertaken by the Town of Oswego, including the grant funding requirements.

- d. Coordinating with the Town's professional advisors on project requirements and timelines.
- e. Filing periodic reports with the REDI Commission, FEMA and SAM/DEC as required.
- f. Submitting all paperwork necessary to ensure reimbursement of money expended by the Town of Oswego in furtherance of the REDI, FEMA and SAM/DEC projects.
- g. Any of duties deemed necessary by the Supervisor or Town Board to ensure compliance with the REDI, FEMA and SAM/DEC programs.

IV. COMPENSATION

4.1 Compensation. For all services rendered by the Employee under this Agreement, the Employer shall pay to the Employee at the rate of TWENTY DOLLARS per hour (\$20.00/hr.) to be paid on a bi-weekly basis.

V. TERMINATION

5.1 Termination. This Agreement shall terminate upon the expiration of its Original Term as provided in Article II hereof unless earlier terminated on the occurrence of one of the following events:

- a. The Employee's death, or
- b. The Employee's permanent disability as defined by New York State Law, or
- c. The determination of the Employer that the Employee has engaged in misconduct in connection with the performance of her duties, including, without limitation, diversion of income for personal use, conviction of a crime involving fraud or moral turpitude or any other conduct of similar import which the Town Board determines is detrimental to the interests of the Employer, or
- d. The bankruptcy, general assignment for the benefit of creditors, or receivership of a majority of the Employer or

the bona fide decision of the Board of Directors of such Employer to terminate operations and liquidate assets.

- e. Pursuant to paragraph 2.3, there shall be written performance-based evaluations at three and six months, unless otherwise waived in writing by all parties. In the event, that said performance-based evaluation by the Employer shall indicate a dissatisfaction in the performance of the Employee by the Town Supervisor, or Town Board, then in that case the Employee may be terminated for cause.

VI. MISCELLANEOUS PROVISIONS

6.1 Amendment or Alteration. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by each of the Employer and the Employee.

6.2 Choice of Law. This Agreement shall be governed by the laws of the State of New York.

6.3 Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or forwarded by United States mail to the Employee or legal representative of the estate of Employee, or, with respect to notice to be furnished to Employer, to the principal office of such Employer and shall be deemed given when mailed.

6.4 Waiver of Breach. The waiver by Employee or Employer of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by any of the parties hereto.

6.5 Binding Effect: Assignment. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns. Notwithstanding anything herein to the contrary, the obligations, duties and responsibilities of the Employee are not delegable, assumable or assignable.

6.6 Integration. This Agreement contains the entire Agreement between the parties hereto with respect to the matters set forth herein and supersedes all previous representations, negotiations, commitments, and writings with respect thereto.

6.7 Headings. All headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any manner.

6.8 Counterparts. This Agreement may be executed simultaneously in any number of counterparts each of which shall be deemed an original and all of which together shall be deemed one and the same instruments.

6.9 Usage. Any term used in the singular, plural, masculine, feminine or neuter form shall be singular, plural, masculine, feminine or neuter, as proper reading requires.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

EMPLOYER

TOWN OF OSWEGO

Dated: March ____, 2021

By: Richard E. Kaulfuss

EMPLOYEE

Dated: March ____, 2021

Tamara S. Allen