

Public Safety Committee
Warren County Office of Emergency Services
AGENDA
December 1, 2014

Committee Members: WOOD, Girard, Taylor, Frasier, Brock, Seeber, Simpson

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda/New Business
 1. **Request:** Resolution request to apply for the FFY 2014 Hazardous Materials Emergency Preparedness Planning Grant for the Local Emergency Planning Committee in an amount not to exceed \$10,000.
Rationale: The Office of Emergency Services has not received the grant application, however we have been led to believe it should be received before the end of the year and the turnaround for submission will be quick. There is no local share to this grant. The purpose is to improve and implement hazardous materials emergency plans.
- IV. Referral/Pending Items
No pending items this month.
- V. Information for Discussion/Review
- VI. Privilege of the Floor to discuss any additional items to come before the Committee
- VII. Motion to adjourn

Attachments

#1 Request to Apply for a Grant Application and Grant Agreement

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Office of Emergency Services

DATE: December 1, 2014

- (a) Purpose of Grant:
FFY 2014 Hazardous Materials Emergency Preparedness Planning grant for the Local Emergency Planning Committee.
- (b) Name of Grantor:
NYS Emergency Response Commission (SERC)
- (c) Address of Contractor: **1220 Washington Ave.
Building 22, Suite 101
Albany, NY 12226**
- (d) Grantor's Contact Person and Telephone Number:
Director William Davis, 518-292-2301
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach?
- (f) Effective Date of Grant: **10/1/14**
- (g) Termination Date of Grant: **9/30/15**
- (h) Total Dollar Amount Involved (not to exceed): **\$10,000**
- (i) Deadline to Submit Grant Application and/or Grant Agreement:
TBD
- (j) Is a Budget amendment required? If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (i) Is a Local Share Required? **No** If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount:

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS

**Public Safety Committee
Sheriff's Committee Agenda
December 1, 2014**

Committee Members: Wood, Girard, Taylor, Frasier, Brock, Seeber, Simpson

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda
 - A. Request reso for new contract with Lexis Nexis for mandated law library services for inmates. Cost of contract for following years: 2015- \$40,800.00; 2016- \$39,600.00; 2017- \$38,400.00. Reason for decrease is incentives for long term customers.
 - B. Request reso to enter into agreement with BOCES for providing clinical experience to students for career day extension for 2015.
 - C. Request reso to transfer funds as listed on attachment #3. These transfers are to cover budget codes for end of year shortfalls.
- IV. Referral / Pending Items
 - A. XXXXX
- V. Topics for Discussion
 - A. Filled 2 positions in Corrections due to resignations. Impact to budget is a savings of \$14,259.00.
- VI. Motion to adjourn

Attachments:

- #1.** Reso request form #3 & New Contract
- #2.** BOCES career day extension and agreement with certificate of liability insurance
- #3.** Form No. 10 Transfer of Funds

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff- Correction Division

DATE: 11-24-2014

A. Is this a Result of a Bid or Request for Proposal? **NO**

B. Purpose of Contract: **Mandated law library services for inmates**

C. Name of Contractor: **Lexis Nexis / Matthew Bender**

D. Address of Contractor: **1275 Broadway Albany, NY 12204**

E. Contractor's Contact Person and Telephone Number: **Victoria Vrancuta
916-380-8729**

F. Has or will the Contract be provided, if so, please attach: **Attached**

G. Commencement Date of Contract: **January 01, 2015**

H. Termination Date of Contract: **December 31, 2017**

I. Payment Provisions:

i) Lump sum amount

2015 – \$40,800.00

2016 – \$39,600.00

2017 – \$38,400.00

ii) hourly rate amount

iii) total amount not to exceed

iv) How will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.

J. Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3150 470 – Sheriff - Correction Division – Contracts

*as listed in budget and LOGOS



NEW CUSTOMER
 EXISTING CUSTOMER

PRISON SOLUTION ORDER
(Individual Product Prices)

"Customer": Warren County Jail	Account Number: 0000268147
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Customer agrees to purchase or license the Products listed in the table below on the terms of this Order.

PRODUCTS ORDERED

	PRODUCT	LN COMPANY
	Distributed Media Prison Solution	LN/MB
ITEM #	SPECIFY PRODUCT	ISBN #/LIBRARY #
1	WARREN COUNTY NY LEGAL LIBRARY EHD	9780327164494
2		
3		
4		

ADDITIONAL DOCUMENTS

DOCUMENT TITLE	WHERE TO FIND IT
Configuration and Pricing Sheet	See page 2
Customer Information Sheet	See page 4
Terms for Ordered Products	See page 5

The Additional Documents are part of this Order.

The LN Companies may make certain terms and other information in connection with this Order available on the World Wide Web at one or more sites the LN Companies identify. Customer acknowledges that it has access to the World Wide Web.

This Order, the Additional Documents, and any materials referenced in the Additional Documents state the complete agreement between Customer and the LN Companies concerning this subject, and supersede all earlier oral and written communications between them concerning this subject.

LexisNexis accepts this Order on its own behalf and as authorized agent for each of the other LN Companies that provides Products under this Order. LexisNexis's agency is described in detail in the Common Terms referenced in the Terms for Ordered Products.

Agreed to and accepted by:

Customer: Warren County Jail

LexisNexis, a division of Reed Elsevier Inc.

SIGNED:	SIGNED:
PRINTED:	PRINTED:
TITLE:	TITLE:
DATE:	

THIS ORDER DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. LEXISNEXIS MAY ACCEPT THIS ORDER BY SIGNING ABOVE OR BY PERFORMING THIS ORDER.

THE PRICES AND OTHER TERMS IN THIS ORDER ARE SUBJECT TO CHANGE IF CUSTOMER HAS NOT SUBMITTED A SIGNED COPY OF THIS ORDER TO LEXISNEXIS ON OR BEFORE THE BEGINNING OF THE FIRST ORDER PERIOD UNDER THIS ORDER. TO IMPLEMENT THIS ORDER ON THE FIRST DAY OF A MONTH, LEXISNEXIS MUST RECEIVE A COPY OF THIS ORDER SIGNED BY CUSTOMER ON OR BEFORE THE 20TH DAY OF THE PRECEDING MONTH.

Account Representative Name:	Veronica Vrancuta	Account Representative Number:	W41
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Configuration and Pricing Sheet

This Sheet is part of the Order. See the Terms for Ordered Products for important terms related to each line item.

TERM

The term of this Order will begin the month in which delivery of the Distributed Media Prison Solution is delivered to Customer and will continue for 36 full calendar months (the "Term").

ORDER PERIOD		
01/01/2015	To	12/31/2015
01/01/2016	To	12/31/2016
01/01/2017	To	12/31/2017
	TO	
	TO	

LINE ITEM 1 - DISTRIBUTED MEDIA PRISON SOLUTION

LexisNexis, a division of Reed Elsevier Inc. ("LN") and Matthew Bender & Company, Inc. ("MB") provide this Product.

Closed Offer: (prices valid for 30 days from date of proposal) Total Monthly Commitments

Customer understand and acknowledges the prices offered in this Order are based in part on the number of access points, computers or terminals used to access the Distributed Media Prison Solution. Customer hereby certifies there will be 4 access points, computers or terminals used to access the Distributed Media Prison Solution. At the request of LN Customer will re-certify to the number of access points, computers or terminals used to access the Distributed Media Prison Solution. If the net number of access points, computers or terminals used to access the Distributed Media Prison Solution increases, LN reserves the right to increase the price on the first day of any calendar month following such increase by giving Customer at least ten days prior written notice.

Customer hereby subscribes to the following Distributed Media Prison Solution:

Number	Distributed Media Description	Monthly Commitment For First Order Period
4	Kiosk Solution(s)* Touchsonic Kiosks: 4 X \$400 = \$1600 Lexis Hard Drives: 4 X \$450 = \$1800	\$1600
	DVD Solution(s)	
4	Replaceable Hard Drive Solution(s)	\$1800
	Total Monthly Commitment for the above selections	\$3400
Number	Distributed Media Description	Monthly Commitment For Second Order Period
4	Kiosk Solution(s)* Touchsonic Kiosks: 4 X \$400 = \$1600 Lexis Hard Drives: 4 X \$425 = \$1700	\$1600
	DVD Solution(s)	
4	Replaceable Hard Drive Solution(s)	\$1700
	Total Monthly Commitment for the above selections	\$3300
Number	Distributed Media Description	Monthly Commitment

		For Third Order Period
4	Kiosk Solution(s)* Touchsonic Kiosks: 4 X \$400 = \$1600 Lexis Hard Drives: 4 X \$400 = \$1600	\$1600
	DVD Solution(s)	
4	Replaceable Hard Drive Solution(s)	\$1600
	Total Monthly Commitment for the above selections	\$3200
Number	Distributed Media Description	Monthly Commitment For Fourth Order Period
	Kiosk Solution(s)*	
	DVD Solution(s)	
	Replaceable Hard Drive Solution(s)	
	Total Monthly Commitment for the above selections	
Number	Distributed Media Description	Monthly Commitment For Fifth Order Period
	Kiosk Solution(s)*	
	DVD Solution(s)	
	Replaceable Hard Drive Solution(s)	
	Total Monthly Commitment for the above selections	
* Kiosk/Hardware may be leased or purchased. If purchased, a Bill of Transfer will be attached to this Order Form.		

4. Billing Period. In exchange for access to and use of the Distributed Media Prison Solution(s) specified above, Customer shall pay the monthly fees listed above beginning the month in which delivery of the Distributed Media Prison Solution is delivered to Customer and continuing for the duration of the Term

5. Delivery Information:

Ship to Account Number:	Delivery Address For Each Distributed Media Set and Contact Name	Maximum Number of Workstations For This Location
0000268147		4
Complete Description of Law Library Information on Distributed Media Included in this proposal: LN will use reasonable commercial efforts to maintain the currency of the legal materials via periodic updates		
Warren County (NY) Legal Library EHD		



Customer Information Sheet

CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name): WARREN COUNTY SHERIFF'S OFFICE
2. Physical Address: 1400 STATE ROUTE 9
 City: LAKE GEORGE State: NY Zip: 12845
3. County: WARREN 4. Country: USA
5. Telephone Number: 518-743-3531 6. Fax Number: 518-743-3535
7. Invoice Address (email and physical address): _____
8. Name of Contact, Telephone Number and Email Address for the following:
 Installation: Captain Michael Gates michael.gates@sh
eriff.co.warren.ny.
us
 Billing: _____
 Policy/Legal Notification: _____
 Scheduling/Training: _____
9. Parent Company (if applicable): _____
10. Type of Organization (Check/complete all that apply):
 Publicly Traded Company: Ticker Symbol: _____ Exchange: _____
 Private Corporation: Sole Proprietor Partnership/LLC
 Law Firm: No. of Attorneys: _____ Practicing Area of Law: _____
 No. of Employees: _____ No. of years in business: _____ No. of years at address: _____
 If less than 6 months at an address, provide previous address: _____
11. Business/Professional License No: _____ 12. Employer Identification Number: _____
13. Date Issued/Expiration Date: _____ 14. Issuing State: _____
15. Dun & Bradstreet No. or Martindale-Hubbell Rating: _____
16. Tax Exempt: Yes (attach Sales Tax Exemption Certificate) No
17. Organization Web Address: _____



Terms for Ordered Products

These Terms are part of the Order.

~~LINE ITEM 1 - DISTRIBUTED MEDIA PRISON SOLUTION~~

The following terms are for the implementation of this Product as described in the corresponding line item of the Configuration and Pricing Sheet. LexisNexis, a division of Reed Elsevier Inc. ("LN") and Matthew Bender & Company, Inc. ("MB") provide this Product.

1. Definitions

1.1 "Authorized Users" means each of the civilian librarians and inmates at Customer's facility who are authorized by Customer to access and use the Distributed Media.

1.2 "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Law Library Information.

1.3 "Law Library Information" means the legal content that is owned or licensed by LN/MB that is contained on the Distributed Media as described on the Configuration and Pricing Sheet.

2. Services

During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Distributed Media. The number of copies of the Distributed Media and the delivery locations for such Distributed Media are set forth on the Configuration and Pricing Sheet.

3. Term of Order; Termination

3.1 The Term of this Order is set forth on the Configuration and Pricing Sheet.

3.2 Either LN/MB, on the one hand, or Customer, on the other hand, may terminate this Order for a material breach. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach (the "Breach Notice"). If such breach remains uncured 30 days after the Breach Notice is given, the non-breaching party may terminate immediately upon written notice.

3.3 LN/MB may terminate this Order immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers ("Suppliers") of Prison Solution software or hardware expires or is terminated, (ii) any Supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any Supplier is unable or fails to perform the services that are required in order for LN/MB to perform their obligations hereunder.

3.4 LN/MB retains ownership of the Distributed Media. Customer will retain ownership of any computer hardware at the end of one year or the first order period, whichever is later. Upon termination of this Order, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902.

4. Pricing; Payment Terms

4.1 In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth on the Configuration and Pricing Sheet (the "Fees"). The Fees include all charges for shipping and handling.

4.2 MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth in the Configuration and Pricing Sheet. Customer will pay the Fees to MB and MB will remit to LN that portion of the Fees that is due to LN under this

Order. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum rate permitted under applicable law). Additionally, LN/MB shall have the right to terminate this Order and retain all sums paid by Customer.

4.3 In the event this is a multi-year contract and sufficient funds are not appropriated or allocated for payment under this Order for any future fiscal period, LN/MB may terminate this Order effective on the last day of the last Order Period that was funded, by providing Customer with at least 10 days prior written notice. Customer will not be obligated to make payments for services or amounts incurred after the end of the last funded fiscal period. No penalty or expense shall accrue to Customer in the event this provision becomes effective.

4.4 LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials) so they remain reasonably current.

5. Warranty

5.1 LN/MB represent and warrant that they have the right and authority to make the Distributed Media available on the terms set forth herein.

5.2 EXCEPT AS EXPRESSLY STATED IN SECTION 5.1, LN/MB MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DISTRIBUTED MEDIA OR THE ACCURACY OR THE COMPLETENESS OF THE LAW LIBRARY INFORMATION. THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION ARE FURNISHED ON AN "AS IS", AS-AVAILABLE BASIS. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS ORDER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

6. Remedies

6.1 In the event there is a breach of warranty under Section 5.1, LN/MB shall, as their sole obligation and Customer's exclusive remedy, defend or, at their option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, servicemark, copyright or trade secret infringement, related to use of the Distributed Media (excluding any decisions or advice made or given as a result of the use of or reliance upon the Law Library Information) provided by LN/MB asserted against Customer by such third party provided: (i) all use of the Distributed Media was in accordance with this Order; (ii) the claim, cause of action, or infringement was not caused by Customer or its Authorized Users; (iii) LN/MB are given prompt notice of any such claim; and (iv) LN/MB have the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at the expense of LN/MB, shall reasonably cooperate with LN/MB in connection with the foregoing. If notified promptly in writing of any claim, demand, or judicial action brought against Customer based on an allegation that its use of the Distributed Media constitutes infringement, LN/MB will jointly and not severally pay the costs, including reasonable attorney fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

Should the Distributed Media or the operation thereof become, or in the opinion of LN/MB be likely to become, the subject of a claim of infringement, Customer shall permit LN/MB, at their sole option and expense, either (i) to procure for Customer the right to continue using the Distributed Media, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Distributed Media upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

6.2 LN/MB shall have no responsibility to Customer under this Section 6 with respect to any use of the Distributed Media in a manner not authorized by this Order; or for any abuse or modification of the Distributed Media by Customer or its Authorized Users.

7. Limitation of Liability

ANY LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, SHALL IN ALL CASES, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, BE LIMITED TO THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE TOTAL PAYMENTS MADE BY CUSTOMER TO LN/MB FOR THE DISTRIBUTED MEDIA PROVIDED BY LN/MB HEREUNDER DURING THE PREVIOUS 12 MONTHS. IN NO EVENT WILL LN/MB HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT OR NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF LN/MB WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LN/MB ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

LN/MB DISCLAIM ALL WARRANTIES WITH RESPECT TO THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN/MB DO NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE LAW LIBRARY INFORMATION. LN/MB WARRANT THAT THE DISTRIBUTED MEDIA WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS FROM THE DATE OF DELIVERY TO CUSTOMER. CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

8. Miscellaneous

8.1 Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install the Kiosk Prison Solution.

8.2 If LN/MB accept an order for a Distributed Media on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Order.

8.3 This Order, including Schedule A, contains the entire agreement between the parties with respect to the subject matter hereof, and may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN/MB may change the license terms set forth in Line Item 1 or Schedule A immediately upon written notice to Customer. Customer's continued use of the Distributed Media following notice of the change shall constitute its acceptance of the change.

8.4 The following sections of this Order shall survive termination or expiration of the Order for any reason: Sections 6 and 7.

SCHEDULE A - GENERAL TERMS AND CONDITIONS FOR USE OF THE LEXISNEXIS™ DISTRIBUTED MEDIA PRISON SOLUTION

The following terms and conditions govern Customer's use of this law library research system on DVDs and/or External Hard Drives (the "Distributed Media") and the materials available therein ("Law Library Information"):

1. License; Restrictions on Use

1.1 Customer is granted a non-exclusive, non-transferable limited license to access and use the Distributed Media for legal research purposes. The license includes the following:

(a) The right to electronically display, on the Distributed Media, Law Library Information retrieved from the Distributed Media to no more than one person at a time;

(b) The right to obtain printouts of Law Library Information via the printing commands of the Distributed Media and to create a single printout of Law Library Information downloaded via downloading commands of the Distributed Media ("Authorized Printouts");

(c) The right to retrieve via downloading commands of the Distributed Media and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of Law Library Information included in any individual file; and

(d) To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.2 Except as specifically provided in Section 1.1, Customer are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Law Library Information retrieved from the Distributed Media. Customer may not print or download Law Library Information without using the printing commands of the Distributed Media.

1.3 Customer is not permitted to:

(a) Remove or obscure any copyright notice or other notice or terms of use contained in the Distributed Media or Law Library Information.

(b) Use the Distributed Media or Law Library Information in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LexisNexis, a division of Reed Elsevier Inc., a Massachusetts corporation, ("LexisNexis") or its contractors or content suppliers;

(c) Use the Distributed Media or Law Library Information to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

(d) Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Distributed Media or Law Library Information.

2. Proprietary Rights

The Distributed Media and Law Library Information and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Distributed Media and Law Library Information are owned by LexisNexis and its contractors and content suppliers. Customer acquires no proprietary interest in the Distributed Media, Law Library Information, or copies thereof.

3. Disclaimer of Warranties

THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LEXISNEXIS AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Distributed Media or any Law Library Information available or not included therein, (b) the unavailability or interruption of the Distributed Media or any features thereof or any Law Library Information, (c) Customer's use of the Distributed Media or Law Library Information (regardless of whether Customer received any assistance from a Covered Party in using the Distributed Media), (d) Customer's use of any equipment in connection with the Distributed Media, (e) the content of the Law Library Information, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) LexisNexis, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LexisNexis or its affiliates; and (b) each third party supplier of Law Library Information, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Law Library Information or any of their affiliates.

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE DISTRIBUTED MEDIA OR LAW LIBRARY INFORMATION SHALL NOT EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE TOTAL PAYMENTS MADE BY CUSTOMER TO LN/MB FOR THE DISTRIBUTED MEDIA PROVIDED BY LN/MB HEREUNDER DURING THE PREVIOUS 12 MONTHS.. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE DISTRIBUTED MEDIA, LAW LIBRARY INFORMATION, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

5. Miscellaneous

5.1 These General Terms and Conditions may be changed from time to time, by LexisNexis immediately upon notice.

5.2 LexisNexis may suspend or discontinue providing the Distributed Media to Customer without notice and pursue any other remedy legally available to it if Customer fail to comply with any of Customer's obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Distributed Media.

5.4 The failure of LexisNexis or any third party supplier of Law Library Information to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 These General Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio.

5.6 Each third party supplier of Law Library Information has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

END

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

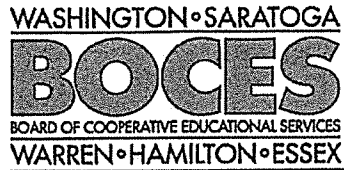
DEPARTMENT NAME: Sheriff's Office

DATE: December 1, 2014

- (a) Is this a Result of a Bid or Request for Proposal?
- (b) Purpose of Contract: **to allow the Sheriff's Office to host a Career Day for Washington-Saratoga-Warren-Hamilton-Essex Board of Cooperative Educational Services (BOCES) students participating in the New Visions Program**
- (c) Name of Contractor: **Washington-Saratoga-Warren-Hamilton-Essex Board of Cooperative Educational Services (WSWHE BOCES)**
- (d) Address of Contractor: **1153 Burgoyne Ave. Suite 2 Fort Edward, NY 12828**
- (e) Contractor's Contact Person and Telephone Number: **Mary Borden (518) 746-3533**
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: **upon execution**
- (h) Termination Date of Contract:
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS



COPY

Southern Adirondack Education Center
1051 Dix Avenue
Hudson Falls, NY 12839
<http://wswhiboces.org>

voice 518/581-3400 or 518/746-3400
fax 518/581-3409 or 518/746-3409

October 14, 2014

Warren County Dispatch Center
1400 State Route 9
Lake George, New York 12845

Dear Officer Larry Jeffords,

Enclosed please find two signed agreements for the 2014-2015 school year covering the following programs; Career Exploration Internship Program, Health Occupations Program, Licensed Practical Nursing Program, New Visions Health Program and Nurse Assisting Program student of the Washington-Saratoga-Warren-Hamilton-Essex Board of Cooperative Educational Services.

As required by New York State Education Department, please sign both original agreements and return one signed agreement for our files to the attention of:

Rick Horn, Campus Principal CTE
WSWHE BOCES
1051 Dix Ave.
Hudson Falls, NY 12839

Please contact us if you have any questions. Thank you for your continued support of our programs.

Respectfully,



Deborah Viehmann
Principal Account Clerk/CTE Division

Enc.

Warren County Sheriff's Office
MEMORANDUM

COPY

To : Memo to File
From : Larry Jeffords, Communications Supervisor
Subject : 2014 - 2015 New Visions Program
Date : September 29th, 2014

Once again the Warren County Sheriff's Office will be participating in the regional BOCES New Visions Program. New Visions programs are one-year, honors-level courses that turn area businesses into classrooms for highly motivated, academically successful high school seniors. New Visions programs are available in: Health Careers, Human Services & Special/Elementary Education, Law & Government, and Journalism & Media Studies. New Visions classes are held off campus, at locations including hospitals, a newspaper, a school and a state building across from the state Capitol.

New Visions students spend up to three and one-half hours each day learning about a profession through traditional methods (lecture, reading, writing and focused study), through group discussion and through rotations. Rotations are structured observations of professionals and procedures in a career field and are the heart of the New Visions experience. New Visions instructors are certified academic teachers and experts in the career field being explored.

The schedule is as follows:

<u>Date</u>	<u>Name</u>	<u>School District</u>
10/17/2014	Gabriell Needham	North Warren
11/21/2014	Stephanie Carte	Lake George
12/12/2014	Scott White	Hartford
01/09/2015	Aineen Callahan	Warrensburg
02/06/2015	Isabell Winston	Glens Falls
02/27/2015	Logan Akins	Glens Falls
03/20/2015	Olivia Curren	Glens Falls
04/17/2015	Camille Valenza	Lake George (Spa Catholic)
04/24/2015	Samantha Ballard	Queensbury
05/08/2015	Amanda Gee	Warrensburg
05/15/2015	Amber Eggleston	Whitehall

If there any questions, the program instructor is:

Mary Borden
mborden@wswheboces.org

Office 518-746-3533
Cell 518-744-6777
Fax 518-926-7211

BOCES 518-746-3400

Warren County Dispatch Center
1400 State Route 9
Lake George, NY 12845

2014 – 2015

Agreement for providing clinical experience to students of
the

WASHINGTON-SARATOGA-WARREN-HAMILTON-ESSEX
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

Career Exploration Internship Program

Health Occupations Program

Licensed Practical Nursing Program

New Visions Program

Nurse Assisting Program

THIS AGREEMENT, effective October 15, 2014 through June 30, 2015, is between the **Board of Cooperative Educational Services** of the Sole Supervisory District of Washington-Saratoga-Warren-Hamilton-Essex Counties, (hereinafter referred to as "**BOCES**"), 1153 Burgoyne Avenue, Suite 2, Fort Edward, New York 12828, and the **Warren County Dispatch Center**(hereinafter referred to as the "**WCDC**"), 1400 State Route 9, Lake George, NY 12845

RECITALS

1. BOCES has an approved Licensed Practical Nursing Program and such BOCES Health Program requires clinical experience.
2. The State Education Department has approved the BOCES Licensed Practical Nursing Program.
3. It is to the mutual benefit of both parties that students of the BOCES Licensed Practical Nursing Program use the clinical facilities of **WCDC** for their learning experience.

NOW THEREFORE, the above named parties agree as follows:

1. The BOCES will assume full responsibility for planning and executing the educational program in programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for admission, retention, and graduation of students.
2. The BOCES shall provide qualified faculty who shall be responsible for instruction and for collaboration with the appropriate **WCDC** personnel in planning, selecting, and evaluating student experience. Any substitute faculty used under emergency conditions shall meet the same qualifications as regular faculty and will have been oriented by BOCES to the clinical area in question before assuming responsibility for instruction.
3. **WCDC** agrees to designate a liaison person or persons whose responsibility it shall be to make available for the students learning experiences which provide for the fulfillment of the course objectives. The liaison shall also collaborate with the faculty to ensure that the instructional program shall effectively prepare the students for professional practice roles following their graduation from the Program.
4. BOCES shall notify the **WCDC** liaison of any cancellation or change of assigned students as soon as BOCES is aware of such occurrence.

5. The BOCES Principal of Special Programs or appropriate designee shall confer regularly and at frequent intervals with the **WCDC** officers as may be appropriate to ensure the establishment and maintenance of mutually beneficial working relationships.
6. BOCES will be responsible for assigning students to **WCDC** for learning experiences. BOCES will notify **WCDC** at least two weeks or more of its planned schedule of student assignments to **WCDC** areas including dates, number of students and instructors, and types of experience desired on those dates. This schedule will require approval of **WCDC**.
7. The number of students eligible to participate in the clinical assignments of **WCDC** will be mutually determined by agreement of both parties and may be altered by mutual agreement.
8. It is agreed by both parties that there shall be no discrimination on the basis of race, religion, creed, gender, national origin or handicap.
9. BOCES agrees to provide **WCDC** with a list of students and faculty to be assigned with copies of proper documentation that they have completed the necessary examination(s), mandates and appropriate immunizations as determined by **WCDC** for individuals working in the clinical areas. BOCES will maintain permanent records of the above. Any substitute faculty will be required by BOCES to comply with this provision. Documentation of compliance by such faculty will be provided to **WCDC**.
10. The BOCES will maintain records and reports of the students' **WCDC** experiences.
11. BOCES personnel will provide orientation on its educational program for the staff of **WCDC**. **WCDC** personnel will likewise provide orientation for the faculty of the BOCES.
12. BOCES will distribute to the students and faculty participating in the Program all appropriate rules and regulations as provided by **WCDC** with the request that they abide by them at all times.
13. **WCDC** will maintain overall responsibility for the care of any patient who is assigned to a student for the purpose of clinical educational experiences.
14. **WCDC** will make available the patient care areas and related services for student experience, including access to records and the necessary equipment and supplies for giving nursing care consistent with the care requirements of

its patients and the primary needs of **WCDC**. At no time will the educational experiences of students interfere with the care and treatment of the patients.

15. **WCDC** reserves the right, in its absolute discretion, to immediately and automatically refuse its facilities to any students or faculty members or to revoke the privileges of any students or faculty members, permanently or during a period of investigation, who do not meet the professional, disciplinary or other requirements of **WCDC**. Students and faculty will be expected to act in a professional manner and follow **WCDC** policy at all times they are present at **WCDC**. This in no way limits the ability of **WCDC** to revoke said privileges for an incident outside **WCDC** that does not conform to the standards of authorities controlling and directing **WCDC**. Notification of such refusal or revocation of privileges will be made to the District Superintendent and Program Supervisor of the Program at BOCES.
16. BOCES will instruct its students and faculty to respect the confidential nature of all information which they may obtain from patients and records of **WCDC**. Any violations of such confidentiality will be considered to be of the utmost seriousness and may be cause for immediate dismissal and/or suspension from the Program at **WCDC** during a period of investigation. BOCES agrees that it will hold harmless and indemnify, up to the monetary limits outlined in paragraph 25 below, **WCDC** against all claims and causes of action arising from a breach of confidentiality under this requirement.
17. Students must obtain prior written approval of **WCDC** and BOCES before publishing any written material related to the clinical experience.
18. **WCDC** agrees to notify the BOCES Principal of Special Programs and any agency personnel of any unusual situation or behavior involving student or faculty wherein the safety of any person is threatened, professional misconduct is exhibited, the dress code or health policy of **WCDC** is violated or the cooperative intent of this Agreement is violated.
19. **WCDC** will make available an area for pre-conferences and post-conferences.
20. **WCDC** will permit students and faculty to use **WCDC** cafeteria during **WCDC** assignment hours. The use of the cafeteria will be in conformity with all reasonable rules which **WCDC** may establish in connection therewith, including wearing nametags.
21. **WCDC** will make available emergency medical care to students and faculty at that individual's expense who may become ill or injured while on duty. The usual and customary **WCDC** billing procedures will apply in such cases. Reports of such illness or accident will be sent to BOCES. With the exception

of emergency care, students and facility will provide for their own medical care.

22. At no time shall either party to this Agreement, or the student, consider the student to be an employee of **WCDC**.
23. Students will provide their own uniforms.
24. At all times during the term of this Agreement, BOCES will provide, for its own protection, a policy or policies of general comprehensive insurance, with limits for each occurrence in the amount of one million dollars / three million aggregate. Said insurance shall provide protection for liability arising out of any act or omission of BOCES, its employees, agents, representatives or students resulting from, arising out of or incidental to the performance of the Agreement. BOCES agrees that **WCDC** will receive no less than ten (10) days written notice prior to the cancellation, modification or non-renewal of any insurance coverage.
25. Students will be covered by a professional liability insurance coverage of \$100,000 / \$100,000. The BOCES insurance will cover these students.
26. **WCDC**, on reasonable request, shall permit the inspection of the clinical facilities, services available for clinical experiences, student records and such other items pertaining to the Program by BOCES or other agencies, or both, charged with responsibilities for accreditation of the curriculum.
27. This Agreement shall be effective October 15, 2014 through June 30, 2015, and will continue in full force and effect unless terminated as hereinafter provided. The Agreement may be modified upon request by either party and with the agreement of the other party at any time or it may be terminated by one party upon ninety (90) days written notice prior to the other. Termination of the Agreement shall not become effective until the students enrolled in the program shall have the opportunity to complete a full program.
28. Neither party shall assign, transfer, convey or otherwise dispose of this Agreement or the right, title or interest therein, or the power to execute such Agreement, to any other person, company, corporation or institution, without previous consent in writing of the other party.
29. The parties hereto recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this

Agreement and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interest of both and render the service to the public.

30. All notices to parties hereunder must be in writing, signed by the party giving it, and shall be served either personally or by registered mail addressed as follows:

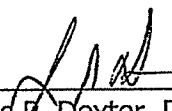
TO THE BOCES:

WSWHE BOCES
District Superintendent, James Dexter
1153 Burgoyne Avenue, Suite 2
Fort Edward, New York 12828

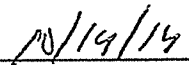
WITH A COPY TO:

WSWHE BOCES
Principal CTE Division, Rick Horn
1051 Dix Ave.
Hudson Falls, NY 12839

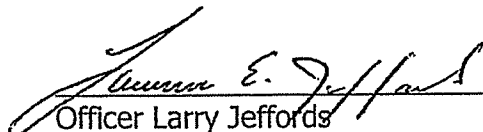
Warren County Dispatch Center:
Officer Larry Jeffords
1400 State Route 9
Lake George, NY 12845



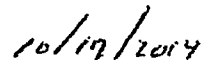
James P. Dexter, District Superintendent
WSWHE BOCES



Date Signed



Officer Larry Jeffords
Signed



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McPhillips Insurance Agency 20 E Washington Street P O Box 2137 Glens Falls NY 12801	CONTACT NAME: Natalie Kerbelis		
	PHONE (A/C, No, Ext): (518) 792-5841	FAX (A/C, No): (518) 793-3627	
	E-MAIL ADDRESS: NatalieK@mcpins.com		
INSURED Washington-Saratoga-Warren-Hamilton-Essex Counties BOCES (WSWHE BOCES) 1153 Burgoyne Ave, Suite 2 Fort Edward NY 12828	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Utica National Insurance		13998
	INSURER B: Republic-Franklin Insurance Co		12475
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 1415 Master Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP4776369	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BAC4776370	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 50,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
A	UMBRELLA LIAB EXCESS LIAB			CULP4776371	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
	DED <input checked="" type="checkbox"/> RETENTIONS 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property including EDP			CPP4776369	7/1/2014	7/1/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Student Internship

CERTIFICATE HOLDER

Warren County Dispatch Center
Att: Officer Larry Jeffords
1400 State Route 9
Lake George, NY 12845

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Goodspeed/NATALK

James J. Goodspeed

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

From: Nathan H. York, Sheriff

Signed: 

Date: November 26, 2014

From Code	Title	To Code	Title	Amount
A.3150 110	Correction Salaries	A.3110 120	L.E. Overtime	\$60,000.00
A.3150 110	Correction Salaries	A.3110 130	L.E. Part Time	\$45,000.00
A.3020 470	911 Contracts	A.3020 120	911 Overtime	\$10,000.00

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

FIRE PREVENTION & BUILDING CODE ENFORCEMENT

WARREN COUNTY MUNICIPAL CENTER

1340 STATE ROUTE 9

LAKE GEORGE NY 12845

Charles Wallace
Administrator

518 761-6542
FAX 518 761-6564

E-mail fpbc@co.warren.ny.us

TO: PUBLIC SAFETY COMMITTEE
FIRE PREVENTION & BUILDING CODE ENFORCEMENT

FROM: CHARLES WALLACE, ADMINISTRATOR

DATE: November 21, 2014

RE: AGENDA

FIRE PREVENTION & BUILDING CODES PORTION

- I. YEAR TO DATE REPORT FOR 2014
 - A. BUDGET PERFORMANCE REPORT
 - B. BUILDING PERMIT NUMBERS
 - C. FIRE SAFTEY NUMBERS
 - D. MONTHLY ACTIVITY REPORT(S) (AUGUST, SEPTEMBER, OCTOBER) we are down 4% in **building permit** numbers and down 3% in **revenues** compared to last year-to-date

- II. TRAINING UPDATE

- III. PENDING ITEM—table

Budget Performance Report

Fiscal Year to Date 11/20/14
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/	Prior Year Total
Fund A - General										
REVENUE										
2590	Department 3620 - Building & Fire Code	160,500.00	.00	160,500.00	2,178.00	.00	148,545.40	11,954.60	93%	176,443.00
2770	Building Permits	100.00	.00	100.00	.00	.00	25.75	74.25	26%	224.56
	Other Unclassified Revenue									
	Department 3620 - Building & Fire Code Totals	\$160,600.00	\$0.00	\$160,600.00	\$2,178.00	\$0.00	\$148,571.15	\$12,028.85	93%	\$176,667.56
	REVENUE TOTALS	\$160,600.00	\$0.00	\$160,600.00	\$2,178.00	\$0.00	\$148,571.15	\$12,028.85	93%	\$176,667.56
EXPENSE										
Department 3620 - Building & Fire Code										
110	Salaries - Regular	241,910.00	.00	241,910.00	8,993.70	.00	201,359.93	40,550.07	83%	250,767.02
130	Salaries - Part Time	41,708.00	.00	41,708.00	807.34	.00	22,534.57	19,173.43	54%	38,042.39
220	Office Equipment									
220.1	Office Equipment - Reserve	200.00	.00	200.00	.00	.00	.00	200.00	0	169.78
	Office Equipment - Reserve									
220.1	Office Equipment - Reserve	.00	.00	.00	.00	.00	.00	.00	+++	1,348.84
	220 - Office Equipment - Reserve	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0%	\$1,518.62
230	Automotive Equipment - Reserve	.00	.00	.00	.00	.00	.00	.00	+++	39,162.00
230.1	Automotive Equipment - Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$39,162.00
410	Supplies	2,000.00	.00	2,000.00	.00	.00	1,023.20	976.80	51%	1,791.61
418	Ins-General Liability	1,500.00	(300.00)	1,200.00	.00	.00	1,156.36	43.64	96%	885.57
423	Telephone	600.00	.00	600.00	.00	.00	434.03	165.97	72%	518.26
424	Postage	1,200.00	.00	1,200.00	68.83	.00	1,147.37	52.63	96%	911.71
426	Subscriptions	1,300.00	.00	1,300.00	.00	.00	1,213.26	86.74	93%	1,211.64
427	Memberships & Dues	500.00	.00	500.00	.00	.00	445.00	55.00	89%	485.00
428	Data Processing & Internet Fees	315.00	.00	315.00	.00	.00	270.00	45.00	86%	315.00
436	Advertising Fees	.00	.00	.00	.00	.00	.00	.00	+++	1,000.22
439	Misc Fees & Expenses	.00	.00	.00	.00	.00	.00	.00	+++	208.25
441	Auto-Supplies & Repair	1,800.00	.00	1,800.00	.00	.00	266.85	1,533.15	15%	2,069.69
442	Automotive - Gas & Oil	12,000.00	(400.00)	11,600.00	.00	.00	6,818.63	4,781.37	59%	10,093.88
444	Travel/Education/Conference	1,500.00	400.00	1,900.00	.00	.00	1,880.00	20.00	99%	1,512.00
453	Uniforms & Clothing	775.00	.00	775.00	.00	.00	740.00	35.00	95%	570.99
470	Contract	18,000.00	.00	18,000.00	.00	.00	13,500.00	4,500.00	75%	18,000.00
810	Retirement	50,940.00	.00	50,940.00	1,438.31	.00	36,081.39	14,858.61	71%	51,540.01
830	Social Security	17,584.00	.00	17,584.00	581.06	.00	13,451.04	4,132.96	76%	17,544.13
831	Medicare Contribution	4,111.00	.00	4,111.00	135.90	.00	3,145.84	965.16	77%	4,103.05
840	Workmen's Compensation	2,934.00	.00	2,934.00	.00	.00	2,933.07	.93	100%	2,264.16
860	Hospitalization	61,768.00	.00	61,768.00	4,479.58	.00	49,568.00	12,200.00	80%	59,055.67
861	Retirees Hospitalization	10,381.00	.00	10,381.00	2,255.96	.00	13,172.12	(2,791.12)	127%	4,516.88
865	Dental Insurance	884.00	.00	884.00	54.00	.00	602.00	282.00	68%	816.00
	Department 3620 - Building & Fire Code Totals	\$473,910.00	(\$300.00)	\$473,610.00	\$18,814.68	\$0.00	\$371,742.66	\$101,867.34	78%	\$508,903.75
	EXPENSE TOTALS	\$473,910.00	(\$300.00)	\$473,610.00	\$18,814.68	\$0.00	\$371,742.66	\$101,867.34	78%	\$508,903.75

Budget Performance Report

Fiscal Year to Date 11/20/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund A - General Totals										
	REVENUE TOTALS	160,600.00	.00	160,600.00	2,178.00	.00	148,571.15	12,028.85	93	176,667.56
	EXPENSE TOTALS	473,910.00	(300.00)	473,610.00	18,814.68	.00	371,742.66	101,867.34	78	508,903.75
Fund A - General Totals		<u>(\$313,310.00)</u>	<u>\$300.00</u>	<u>(\$313,010.00)</u>	<u>(\$16,636.68)</u>	<u>\$0.00</u>	<u>(\$223,171.51)</u>	<u>(\$89,838.49)</u>		<u>(\$332,236.19)</u>
Grand Totals										
	REVENUE TOTALS	160,600.00	.00	160,600.00	2,178.00	.00	148,571.15	12,028.85	93	176,667.56
	EXPENSE TOTALS	473,910.00	(300.00)	473,610.00	18,814.68	.00	371,742.66	101,867.34	78	508,903.75
Grand Totals		<u>(\$313,310.00)</u>	<u>\$300.00</u>	<u>(\$313,010.00)</u>	<u>(\$16,636.68)</u>	<u>\$0.00</u>	<u>(\$223,171.51)</u>	<u>(\$89,838.49)</u>		<u>(\$332,236.19)</u>

FIRE SAFTEY BREAKDOWN 2014

FIRST QUARTER TOTALS

PAID INSPECTIONS 154
FEES PAID \$11,925.00
NO CHARGE INSPECTIONS 11

SECOND QUARTER TOTALS

PAID INSPECTIONS 193
FEES PAID \$15,000.00
NO CHARGE INSPECTIONS 34

HALF YEAR TOTALS

PAID INSPECTIONS 347
FEES PAID \$26,925.00
NO CHARGE INSPECTION 45

THIRD QUARTER TOTALS

PAID INSPECTIONS 147
FEES PAID \$11,550.00
NO CHARGE INSPECTIONS 6

FOURTH QUARTER TOTALS

PAID INSPECTIONS
FEES PAID
NO CHARGE INSPECTION

2014 YTD TOTALS

PAID INSPECTIONS 494
FEES PAID \$38,475
NO CHARGE INSPECTIONS 51

TOTAL INSPECTIONS YTD 545

Grand Total \$

FIRE SAFTEY BREAKDOWN 2013

FIRST QUARTER TOTALS

PAID INSPECTIONS 119
FEES PAID \$8,550.00
NO CHARGE INSPECTIONS 23

SECOND QUARTER TOTALS

PAID INSPECTIONS 237
FEES PAID \$18,900.00
NO CHARGE INSPECTIONS 45

HALF YEAR TOTALS

PAID INSPECTIONS 356
FEES PAID \$27,450.00
NO CHARGE INSPECTION 68

THIRD QUARTER TOTALS

PAID INSPECTIONS 115
FEES PAID \$9,450.00
NO CHARGE INSPECTIONS 21

FOURTH QUARTER TOTALS

PAID INSPECTIONS 84
FEES PAID \$6,675.00
NO CHARGE INSPECTION 15

2013 YTD TOTALS

PAID INSPECTIONS 555
FEES PAID \$43,575
NO CHARGE INSPECTIONS 104

TOTAL INSPECTIONS YTD 659

Grand Total \$43,575

**WARREN COUNTY DEPARTMENT OF FIRE PREVENTION &
BUILDING CODE ENFORCEMENT**

ACTIVITY REPORT FROM 8/1/2014-8/28/2014		Number of Permits			
		8/1/2014-8/28/2014		1/1/2014-8/28/2014	
		New Construction	Addition or Alteration	New Construction	Addition or Alteration
A1	Assembly Group	0	0	0	0
A2	Assembly Group	0	0	1	13
A3	Assembly Group	0	0	0	5
A4	Assembly Group	0	0	0	0
A5	Assembly Group	0	0	0	0
B1	Business	0	1	4	7
B2	Business	0	0	0	0
B3	Business	0	0	0	0
D1	Demolition	6	0	46	0
E1	Educational Group	0	0	0	0
F1	Factory Group	0	0	1	1
F2	Factory Group	0	0	0	0
H1	High-Hazard Group	0	0	0	0
H2	High-Hazard Group	0	0	0	0
H3	High-Hazard Group	0	0	0	0
H4	High-Hazard Group	0	0	0	0
H5	High-Hazard Group	0	0	0	0
I1	Institutional	0	0	0	0
I2	Institutional	0	0	0	0
I3	Institutional	0	0	0	0
I4	Institutional	0	0	0	0
M1	Mercantile	0	0	3	7
P1	Permit Renewals	44	0	254	2
R1	Residential Group	0	0	0	5
R2	Residential Group	0	0	1	10
R3	Residential Group	0	0	0	2
R4	Residential Group	0	0	0	0
RM	Residential Manufactured Home	1	0	11	1
S1	Storage	0	1	3	2
S2	Storage	0	0	1	0
SF	Single Family Dwelling	8	17	49	90
TF	Two Family Dwelling	0	0	0	1
TH	Townhouse	0	0	0	3
U1	Miscellaneous	6	1	71	6
	Permit Counts	65	20	445	155
		85		600	
	Permit Fees	\$13,826.00		\$108,171.40	

**WARREN COUNTY DEPARTMENT OF FIRE PREVENTION &
BUILDING CODE ENFORCEMENT**

ACTIVITY REPORT FROM 8/29/2014-9/25/2014		Number of Permits			
		8/29/2014-9/25/2014		1/1/2014-9/25/2014	
		New Construction	Addition or Alteration	New Construction	Addition or Alteration
A1	Assembly Group	0	0	0	0
A2	Assembly Group	1	2	2	15
A3	Assembly Group	0	0	0	5
A4	Assembly Group	0	0	0	0
A5	Assembly Group	0	0	0	0
B1	Business	0	1	4	8
B2	Business	0	0	0	0
B3	Business	0	0	0	0
D1	Demolition	9	0	55	0
E1	Educational Group	0	0	0	0
F1	Factory Group	0	0	1	1
F2	Factory Group	0	0	0	0
H1	High-Hazard Group	0	0	0	0
H2	High-Hazard Group	0	0	0	0
H3	High-Hazard Group	0	0	0	0
H4	High-Hazard Group	0	0	0	0
H5	High-Hazard Group	0	0	0	0
I1	Institutional	0	0	0	0
I2	Institutional	0	0	0	0
I3	Institutional	0	0	0	0
I4	Institutional	0	0	0	0
M1	Mercantile	0	0	3	7
P1	Permit Renewals	35	1	289	3
R1	Residential Group	0	0	0	5
R2	Residential Group	0	1	1	11
R3	Residential Group	0	0	0	2
R4	Residential Group	0	0	0	0
RM	Residential Manufactured Home	0	1	11	2
S1	Storage	0	0	3	2
S2	Storage	0	0	1	0
SF	Single Family Dwelling	9	13	58	103
TF	Two Family Dwelling	0	0	0	1
TH	Townhouse	10	0	10	3
U1	Miscellaneous	5	0	76	6
	Permit Counts	69	19	514	174
		88		688	
	Permit Fees	\$19,696.00		\$127,867.40	

**WARREN COUNTY DEPARTMENT OF FIRE PREVENTION &
BUILDING CODE ENFORCEMENT**

ACTIVITY REPORT FROM 9/26/2014-10/30/2014		Number of Permits			
		9/26/2014-10/30/2014		1/1/2014-10/30/2014	
		New Construction	Addition or Alteration	New Construction	Addition or Alteration
A1	Assembly Group	0	0	0	0
A2	Assembly Group	1	1	3	16
A3	Assembly Group	0	0	0	5
A4	Assembly Group	0	0	0	0
A5	Assembly Group	0	0	0	0
B1	Business	0	2	4	10
B2	Business	0	0	0	0
B3	Business	0	0	0	0
D1	Demolition	10	0	65	0
E1	Educational Group	0	0	0	0
F1	Factory Group	0	2	1	3
F2	Factory Group	0	0	0	0
H1	High-Hazard Group	0	0	0	0
H2	High-Hazard Group	0	0	0	0
H3	High-Hazard Group	0	0	0	0
H4	High-Hazard Group	0	0	0	0
H5	High-Hazard Group	0	0	0	0
I1	Institutional	0	0	0	0
I2	Institutional	0	0	0	0
I3	Institutional	0	0	0	0
I4	Institutional	0	0	0	0
M1	Mercantile	1	0	4	7
P1	Permit Renewals	47	0	336	3
R1	Residential Group	0	0	0	5
R2	Residential Group	0	2	1	13
R3	Residential Group	0	0	0	2
R4	Residential Group	0	0	0	0
RM	Residential Manufactured Home	3	1	14	3
S1	Storage	0	0	3	2
S2	Storage	0	0	1	0
SF	Single Family Dwelling	10	35	68	138
TF	Two Family Dwelling	0	0	0	1
TH	Townhouse	0	1	10	4
U1	Miscellaneous	18	1	94	7
	Permit Counts	90	45	604	219
		135		823	
	Permit Fees	\$18,575.00		\$146,442.40	