

**Public Safety Committee  
Sheriff's Committee Agenda  
June 1, 2016**

**Committee Members: Wood, Dickinson, Girard, Frasier, Brock, Seeber, Simpson, Vanselow, Montesi, Braymer, MacDonald**

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda
  - A. Request permission to have Capt. Michael Gates, Lt. Albert Maday and Lt. Daniel Clifford attend Jail Administrators training program 9/26/16 - 9/29/16 (Total Cost \$1,050)
  - B. Request permission to have US C. Shawn Lamouree attend NYSSA Undersheriff's Training Conference (Total Cost \$300)
  - C. Notice of Intent to fill Vacant Position (Senior Account Clerk) due to retirement.
  - D. Request Resolution for a new contract with Siewert Equipment, to provide preventive maintenance to Sheriff Office Septic Lift Station (pumps) and Muffin Monster (grinder).
  - E. Request Resolution to amend the County Budget as follows: Revenues to be received from 2016 SLETPP (State Law Enforcement Terrorism Prevention Program grant) in the amount of \$20,000 for purchase of Ballistic Vests and Portable Lighting.
  - F. Request Resolution to close Capital Project H317-2011 Sheriff Vehicle Purchase, to return estimated \$3,374.50 in project to Debt Service Fund.
- IV. Referral / Pending Items
- V. Topics for Discussion
  - A. Great Escape has requested the Sheriff's Office provide a uniformed officer at the park during business hours. Great Escape has agreed to reimburse the Sheriff's Office for the cost of the coverage.
- VI. Motion to adjourn

Attachments:

- #1. Authorization to Attend Meeting or Convention Capt Gates, Lt. Maday and Lt. Clifford
- #2. Authorization to Attend Meeting or Convention US Lamouree
- #3. Notice of Intent to Fill Vacant Position (Senior Account Clerk)
- #4. Resolution Request Form #3, new contract with Siewert Equipment
- #5. Resolution Request Form #7, Request to Amend County Budget \$20,000
- #6. Resolution Request Form #20, Request to Close Capital Project H317-2011

SCHEDULE "A"  
**AUTHORIZATION TO ATTEND MEETING OR CONVENTION**

Check one:

- In-State (needs Supervisory Committee authorization)
- Out-Of State (needs Board resolution)

The Public Safety Committee hereby authorizes Michael Gates / Albert Maday / Daniel Clifford to attend 2016 NYSSA Jail Administrators' Training Program at  
(Name of meeting or organization)

Gideon Putnam Hotel Saratoga, NY on 9/26 - 9/29/16. Mode of transportation to be used County Vehicle.  
(Dates) (County Vehicle or Mass Transportation)

If the mode of transportation is not a county vehicle or mass transportation, please explain:

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**Proper documentation must be attached when submitting for approval.**

(Please check documents attached)

- Notice of meeting or convention including cost.

**For Overnight Travel**

- Room rate \$ \_\_\_\_\_ GSA \* Rate \$ \_\_\_\_\_
  - Meal costs - GSA \*per diem rate \$ \_\_\_\_\_
- \*[www.gsa.gov](http://www.gsa.gov)

Date: 5/25/16

  
\_\_\_\_\_  
Department Head Signature

Date: 6/1/16

  
\_\_\_\_\_  
Committee Chairman Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

\*\*\*\*\*

Please check to request a fleet vehicle.

**REQUEST FOR USE OF FLEET VEHICLE**

\*\*\*\*\*

Filing Instructions:

1. Original with voucher to Auditor.
2. Copy to Frank Morehouse if fleet vehicle is needed.
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to Commissioner of Administrative and Fiscal Services if credit card will be used.

## 2016 Jail Administrators' Training Conference Announcement

- **September 26-29, 2016**
- **Gideon Putnam Hotel, Saratoga Springs**
- **Last year, 105 attendees, 30 vendors**
- **Many new court cases, administrative regulations, statutes, and practices to discuss and review**

### **Sheriffs, Undersheriffs, Jail Administrators**

Our 2016 continuing education training program for Sheriff's law enforcement supervisors and administrators is scheduled for September 26-29, 2016, at the Gideon Putnam Hotel in Saratoga Springs, NY. September 26 will be a travel day and also some of our committees may meet during the afternoon.

The registration fees are as follows:

- the registration fee to NYSSA is \$200.00 for those staying at the hotel. This includes our actual costs for conference and hospitality rooms, presenter expenses, IT services, and one dinner
- the registration fee to NYSSA is \$350.00 for commuters. This includes our actual costs for conference and hospitality rooms, presenter expenses, IT services, and one dinner, along with hotel expenses (billed to us) for continental breakfasts, coffee breaks, service fees and all lunches [if you are staying at the hotel, these hotel expenses are included in your room rate]

Please click here to register with NYSSA for the conference. Note that we have included a credit card alternative for payment. Last year we had a great attendance, and we would like to have as many supervisors attend as possible ...at least one from each county. All agree that the conference provides not only helpful speakers and presentations, but affords all supervisors with the ability to network with their colleagues around the state.

**For those staying at the Gideon, you must file a separate registration form with the hotel.** I have attached a copy, and you can also find the form [at this link](#).

I will be setting up an agenda committee soon, so please let me know if you are interested in participating on this. Don't be too surprised, however, if you are volunteered for this marvelous and *much sought-after opportunity*. Thanks, and please call me with any questions.

## Authorization To Attend Meeting or Convention

Check One:

- In-State (needs Supervisory Committee authorization)  
 Out Of State (needs Board resolution)

The Public Safety Committee hereby authorizes Undersheriff C. Shawn Lamouree  
(committee) (name)

To attend New York State Sheriff's Association Undersheriff's Training Conference,  
Cost is \$300  
(name of meeting or organization)

At Saratoga Springs, NY  
(address)

On June 6-8, 2016. Mode of Transportation to be used County Vehicle  
(dates) (county vehicle or mass transportation)

If the mode of transportation is not a county vehicle or mass transportation please explain: \_\_\_\_\_

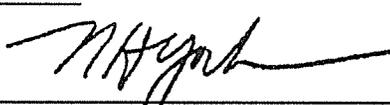
**Proper documentation must be attached when submitting for approval.**

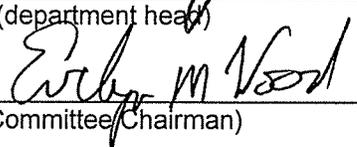
(Please check documents attached)

- Notice of meeting or convention including cost.

**For Overnight Travel**

- Room rate \$ \_\_\_\_\_ GSA Rate \$ \_\_\_\_\_  
 Meal costs – GSA per diem rate \$ \_\_\_\_\_  
(see [www.gsa.gov](http://www.gsa.gov))

Date: 5/25/15 Signature   
(department head)

Date: 6/1/16 Signature   
(Committee Chairman)

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

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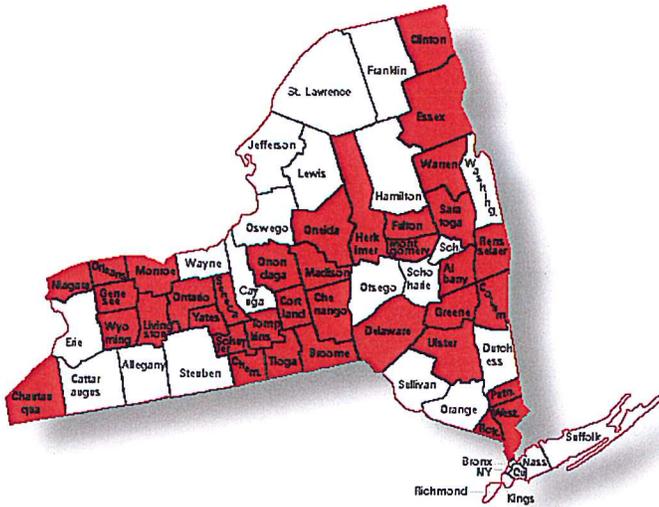
Please check to request a fleet vehicle.

- Request For Use Of A Fleet Vehicle**

\*\*\*\*\*

Filing Instructions:

1. Original with voucher to Auditor
2. Copy to Frank Morehouse if fleet vehicle is requested
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to commissioner of Administrative and Fiscal Services if credit card will be used.



Source: dynmap.net (c)

Here is the registration information from our prior emails:

Our 2016 continuing education training program for Undersheriffs is scheduled for June 6-8, 2016, at the Gideon Putnam Hotel in Saratoga Springs, NY. June 6 will be a travel day and also some of our committees may meet during the afternoon.

The registration fees are as follows:

- the registration fee to NYSSA is \$150.00 for those staying at the hotel. This includes our costs for conference and hospitality rooms, presenter expenses, IT services, and one dinner
- the registration fee to NYSSA is \$300.00 for commuters. This includes our costs for conference and hospitality rooms, presenter expenses, IT services, and one dinner, along with hotel expenses (billed to us for commuters) for continental breakfasts, coffee breaks, service fees and lunches. [These hotel expenses for continental breakfasts, coffee breaks, service fees and lunches are billed to individual rooms for those staying at the hotel.]

**Please click here to register with us for the conference.** Note that we have included a credit card alternative for payment. Last year we had a good attendance, and we would like to have all Undersheriffs join us this year. All agree that the conference provides not only helpful speakers and presentations, but affords Undersheriffs with the ability to network with their colleagues around the state.

For those staying at the Gideon, you must file a separate registration form with the hotel. I have attached a copy, **and also have posted a copy of this on our google drive site.**

The agenda is mostly complete, and was prepared with your suggestions and the help of several Undersheriffs. [Here is a copy for review.](#)

Thanks, and please contact me with any questions.

*please reply to gmail account*

Thomas A. Mitchell

Counsel

New York State Sheriffs' Association

[\(518\) 434-9091 x120](tel:(518)434-9091)

[\(518\) 441-7353](tel:(518)441-7353) [cell]

[\(518\) 434-9093](tel:(518)434-9093) [fax]

[tmitchellnyssa@gmail.com](mailto:tmitchellnyssa@gmail.com)



2016 Undersheriff Hotel Registration form

# RESOLUTION REQUEST FORM NO. 12

Schedule "A"

## NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

### DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.: 30.00

Title of Position: Senior Account Clerk #4 Base Salary of Position: \$36,151.09 Grade:

Filling at Step # (If Known): Request to Back Due to Promotion:  Yes  No

Budget code and title: A.3110 Union  Non-Union

This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other

Employee No: 6035 Is this position mandated?  Yes  No Is the position reimbursable?  Yes  No

Source of reimbursement:  Federal %  State %  Other %

### CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list  Competitive-no list (*hiring would be provisional*)  Non-Competitive  Other

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

**Candidate's qualifications must be approved by Personnel Officer prior to hiring.**

Human Resources Director has approved this form when initialed. \_\_\_\_\_

### COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.

The Administrator objects to the filling of the vacancy.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

### BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.

The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

### SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Criminal Justice & Public Safety

The committee has no objection to the filling of the vacancy.

The committee objects to the filling of the vacancy.

In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.

In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature Richard M Wood Date 6/1/16

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff's Office

**DATE:**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Preventive maintenance contract for Sheriff's Office Septic Lift Station (pumps) and Muffin Monster (grinder)**
- (c) Name of Contractor: **Siewart Equipment**
- (d) Address of Contractor: **244 First Street, Troy NY, 12180**
- (e) Contractor's Contact Person and Telephone Number: **Derek Lillis 518-629-3100**
- (f) Has or will the Contract be provided, if so, please attach: **County Attorney has Contract**
- (g) Commencement Date of Contract: **Upon execution of contract**
- (h) Termination Date of Contract: **3 years from commencement of contract**
- (i) Payment Provisions:
  - i) lump sum amount **\$2,422 year 1, \$2,446 year 2, \$2,470 year 3**
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$7,338.00**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Annual Payments**)
- (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.3110 470 Sheriff's Contracts**

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

# THE GORMAN-RUPP COMPANY

305 BOWMAN STREET  
P.O. BOX 1217  
MANSFIELD, OHIO 44901-1217  
PHONE: 419-755-1011



MANUFACTURERS OF PUMPS

<http://www.gormanrupp.com>

January 22, 2016

To: Whom It May Concern

**Subject: Authorized Gorman-Rupp Municipal Engineered Systems Wastewater  
Sales Representation**

The Gorman-Rupp Company is a world leader in the production of pumps and package systems for a diversified market. Our marketing strategy has been to establish a network of factory authorized distributorships trained to apply equipment unique to specific hydraulic markets. Some examples of these markets areas are construction, petroleum, Industrial, fire and municipal wastewater. Our representatives are specialists and very knowledgeable within their market area and dedicated to helping you select and maintain the proper equipment for your application. Please be advised that Siewert Equipment Company is our authorized distributor for wastewater pumps and parts for the territory defined below:

**New York:** All upstate counties In the state of New York, north of and including: Ulster, Duchess and Sullivan.

The Siewert Equipment Company Is responsible for supplying all Gorman-Rupp pumps and Gorman-Rupp parts used in municipal sewage lift stations, water booster stations or treatment plants, including individual units installed in the municipal collection systems. This is effective for 2015 and 2016.

Siewert Equipment Company  
175 Akron Street  
Rochester, NY 14609  
Phone: (585) 482-9640  
Fax: (585) 482-4149

We thank you for your interest in Gorman-Rupp products and look forward to working with you in any upcoming projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph C. Schell', written in a cursive style.

Joseph C. Schell



*A Division Of*



**100% Employee Owned**

Headquarters: 175 Akron Street, Rochester, NY 14609

**Service Department:**

Buffalo | Rochester | Albany

P - 585-224-7966

F - 585-224-7968

[www.siewertequipment.com](http://www.siewertequipment.com)

*Serving New York Municipalities  
and Industry since 1949.*

**Laser Alignment Specialists**

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**EMAIL / FAX TRANSMITTAL FORM**

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<b>Date:</b>	Wednesday, May 25, 2016	
<b>To:</b>	Warren County Sheriff's Office	
<b>Attention:</b>	J.R. Diamond	
<b>Fax/Email:</b>	518-7432519	<b>Phone:</b> 518-743-2500
<b>From:</b>	Vanessa Rainey	<b>Phone:</b> 585-224-7966
<b>Title:</b>	Service and Parts Specialist	

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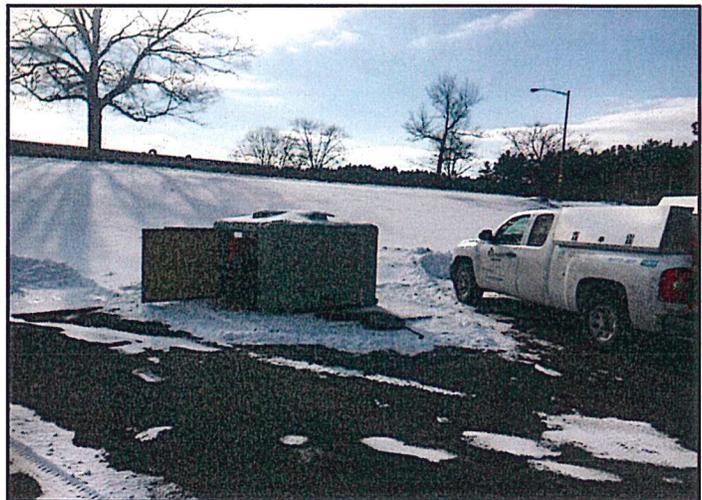
**COMMENTS**

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**Subject/Job:** PM Proposal - Rev. 1  
**Make/Model:** Gorman Rupp  
**Serial Number:** 03-6333-AM  
**PO / Ref. No:**

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.



Copy: Will Stradling

Total Number of Pages Including Cover:

4

5/25/2016 1:29 PM



A Division Of



100% Employee Owned

Headquarters: 175 Akron Street, Rochester, NY 14609

**Service Department:**

Buffalo|Rochester|Albany

P - 585-224-7966

F - 585-224-7968

[www.siewertequipment.com](http://www.siewertequipment.com)

Serving New York Municipalities  
and Industry since 1949.

**Laser Alignment Specialists**

**Planned Service Agreement**

Customer Name: Warren County Sheriff's Office

Address: 1400 U.S. 9

City, State, Zip: Lake George, NY, 12845

Attn: J.R. Diamond

Phone #: 518-743-2500

Agreement #: Gorman Rupp

Serial #: 03-6333-AM

Job Card: PM Proposal - Rev. 1

Proposal Date: 5/25/2016

E-Mail/Fax: 518-7432519

Work Proposed:

**Gorman Rupp Duplex Pump Station:**

- 1.) Provide labor and material for on-site equipment inspection and preventative maintenance service. Scope of work to include:
- Pump & pump station preventative maintenance service with multi-point inspection in accordance with OEM recommendations.
  - Completion PM datasheet for record.
  - Scope of service includes standard parts and supplies noted on attached parts list.
  - An inspection report with any recommended maintenance and repairs will be provided at conclusion of work.
- 2.) Genuine OEM replacement parts will be provided unless specifically noted otherwise.
- 3.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
- 4.) Payment is due upon completion of work. Payment terms are Net 30 days. This proposal is valid for the next 60 Days and subject to attached terms and conditions.

Exclusions:

- 1.) Any work not specifically described above.
- 2.) Repair labor or material (recommended or emergency repair services to be quoted separately).
- 3.) Preventative maintenance services must be scheduled two weeks in advance at a mutually agreeable time. PM service proposals are not a substitute for unforeseen or emergency repair services.

Equipment List

Facility	Equipment Description	Location I.D. No.
	Gorman Rupp Station	03-6333-AM
	Muffin Monster	

One Year Contract

Year	Increase	Price
1	0%	\$2,422

Three Year Contract

Year	Increase	Price
1	0%	\$2,422
2	1%	\$2,446
3	2%	\$2,470

Five Year Contract

Year	Increase	Price
1	0%	\$2,422
2	1%	\$2,446
3	2%	\$2,470
4	3%	\$2,495
5	4%	\$2,519

Proceed with Work:

One Year

Three Year

Five Year

Start Date:

Year 1 Price:

Price and Payment Terms:

This agreement takes affect on above start date and it will continue for an original term as selected above. The annual price for Siewert Equipment's service during the original term of this agreement is stated above and is to be paid to Siewert Equipment in one installment upon receipt of invoice. Labor rates for work outside this scope are discounted 5% from the current published rates for all equipment listed.

Purchase Order Number:

Tax Exempt: No  Yes  \* Fax copy of tax exempt cert. if applicable

J.R. Diamond  
Warren County Sheriff's Office

Vanessa Rainey  
Siewert Equipment

*Vanessa Rainey*

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Title: Service and Parts Specialist  
Date: 5/25/2016



# Parts List

**Service Department**  
Buffalo | Rochester | Albany

**Voice:** 585-224-7966  
**Fax:** 585-224-7968

**Date:** May 25, 2016  
**Make/Model:** Gorman Rupp

**Serial #:** 03-6333-AM  
**Proposal #:** 41651  
**PO #:** 0

**To:** Warren County Sheriff's Office  
1400 U.S. 9  
Lake George, NY, 12845  
**Attn:** J.R. Diamond  
**Job:**

<u>Material List</u>	
Quantity	Description
1	Gaskets/Orings/Oil



## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required there under to be furnished by Siewert Equipment shall be distributed and installed by others under Siewert Equipment's supervision but at no additional cost to Siewert Equipment. Purchaser agrees to provide Siewert Equipment with required field utilities (electricity, toilers, drinking water, project hoist, elevator service, etc.) without charge. Siewert Equipment agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Siewert Equipment for any costs or expenses without Siewert Equipment's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Siewert Equipment under this agreement, Siewert Equipment's obligations under this agreement expressly exclude any work of service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos of PCB's, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Siewert Equipment shall not operate to compel Siewert Equipment to perform any work relating to Hazards without Siewert Equipment's express written consent.
- 2. INVOICING & PAYMENTS.** Siewert Equipment may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on - site and off - site. Purchaser shall pay Siewert Equipment at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due there under and purchaser agrees to pay Siewert Equipment additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Siewert Equipment's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Siewert Equipment, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Siewert Equipment shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials of equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. WARRANTY.** Siewert Equipment warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of 90 DAYS from delivery of said equipment, or if installed by Siewert Equipment, for a period of 90 DAYS from installation. Siewert Equipment warrants that for equipment furnished and/or installed but not manufactured by Siewert Equipment, Siewert Equipment will extend the same warranty terms and conditions which Siewert Equipment receives from the manufacturer of said equipment. For equipment installed by Siewert Equipment, if Purchaser provides written notice to Siewert Equipment of any such defect within thirty (30) days after the appearance of discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment. For equipment not installed by Siewert Equipment, if purchaser returns the defective equipment to Siewert Equipment within thirty (30) days after appearance or discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Siewert Equipment shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
- 5. LIABILITY.** Siewert Equipment shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. VIDEO & AUDIO RECORDING.** Video and Audio recording of any service, warranty or other work performed by Siewert Equipment is strictly prohibited.
- 7. CONFIDENTIALITY.** The parties anticipate that the Purchaser may learn Confidential Information of Siewert Equipment as a consequence of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information means all information that Siewert Equipment discloses to the Purchaser during the course of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information includes, without limitation, specifications, methods, processes, drawings, schematics, know-how, notes, models, reports, and samples. Confidential Information may be in written, graphic, oral, visual or other tangible or intangible forms. The Purchaser agrees, on behalf of itself, its agents, employees, parents, subsidiaries, officers, directors, and all other persons acting on or for its behalf that they will not (a) use any of Siewert Equipment's Confidential Information for any purpose other than as necessary for the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser; and (b) disclose any Confidential Information, either directly or indirectly, to any third party.  
In order to deal with the issue of the purchaser "slipping" in things that you don't like on the back of their PO, you can add this language to your contract:  
Any and all previous agreements, terms on the backside of a purchase order, quotation, acknowledgment or invoice, or understandings which are inconsistent with any of the various terms and conditions herein set forth are hereby canceled and rendered null and void to the extent of such conflict and/or inconsistency. The invalidity in whole or in part of any other provision hereof shall not affect the validity of any other provision.
- 8. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Siewert Equipment or, alternatively, shall provide Siewert Equipment with acceptable tax exemption certificates. Siewert Equipment shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 9. DELAYS.** Siewert Equipment shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond SECO's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Siewert Equipment, etc.
- 10. COMPLIANCE WITH LAWS.** Siewert Equipment shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
- 11. DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 12. INSURANCE.** Insurance coverage in excess of Siewert Equipment's standard limits will be furnished when requested and required. No credit will be given or premium paid by Siewert Equipment for insurance afforded by others.
- 13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- 14. OCCUPATIONAL SAFETY AND HEALTH.** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
- 15. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 16. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Siewert Equipment unless accepted by Siewert Equipment in writing.

# ***RESOLUTION REQUEST FORM NO. 7***

## ***Request to Amend County Budget\****

***\*If this is the result of a grant award, also complete and submit Form No. 5 or 6***

**DEPARTMENT NAME: Sheriff**

**DATE: May 31, 2016**

- (a) **Purpose of Amendment:** Amend the County Budget to increase revenue to reflect monies to be received from 2016 SLETPP grant.
  
- (b) **Appropriation Code, Object Code, Full Title and Amount:**  
A.3110.4032 260 Law Enforcement Other Equipment \$20,000.00
  
- (c) **Revenue Code (with title), and Amount:**  
A.3110.4032 4381 NY State Terrorism Prevention Program \$20,000.00

\*Please note all amount must be in whole dollars – no cents.

# ***RESOLUTION REQUEST FORM NO. 20***

## ***MISCELLANEOUS***

***\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.***

**DEPARTMENT NAME: Sheriff's Office**

**DATE: 05/25/2016**

- (a) Purpose of Request: **Close Capital Project H317-2011 Sheriff Vehicle Purchase**
- (b) Details: **Return estimated \$3,734.50, remaining cash in the project to Debt Service Fund**
- (c) Previous Resolution Number: **135 of 2011**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: **NOT APPLICABLE**

**Sample: A.8021 470 Planning & Community Development -- Contract**

\* as listed in budget and LOGOS

## ***RESOLUTION REQUEST FORM NO. 3***

### ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff's Office

**DATE:** June 1, 2016

- (a) Is this a Result of a Bid or Request for Proposal? **N/A**
- (b) Purpose of Contract: **Provide Police Services to the Great Escape (Six Flags), when staffing levels permit.**
- (c) Name of Contractor: **Great Escape (Six Flags)**
- (d) Address of Contractor: **89 Six Flags Drive, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number:  
**Eric Gilbert (Park President) 518-792-3500 Ext 3202**
- (f) Has or will the Contract be provided, if so, please attach:  
**County Attorney will provide**
- (g) Commencement Date of Contract: **Immediately**
- (h) Termination Date of Contract:
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount **\$55.00**
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Monthly Billing**)
- (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.3110 120 Law Enforcement Overtime**

**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