

SUPPORT SERVICES COMMITTEE  
COUNTY ADMINISTRATOR AGENDA  
MARCH 23, 2016

*Committee Members: Supervisors Vanselow, Frasier, McDevitt, Wood, Brock, Seeber, Montesi, and Leggett*

- I. Committee meeting called to order by Chairman
- II. Motion to approve the minutes of the prior meeting
- III. Action Agenda/New Business Items:
  1. Authorizing a Background Investigation Services Agreement with Alliance Worldwide Investigative Group, Inc.
  2. Authorizing amendments to the Warren County Plans and Polices Section III.157 Fleet Policy.
  3. Request to transfer fund for County Administrator advertising.
- IV. Referrals/Pending Items:

None.
- V. Discussion Items:

None.
- VI. Privilege of the Floor to discuss any additional items to come before the Committee
- VII. Motion to adjourn

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Attachments:

1. Background Investigation Services Agreement.
2. Draft of amended Fleet Policy.

# ***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: County Administrator**

**DATE: 03/24/2016**

- (a) Purpose of Request: **Authorizing an Agreement with Alliance Worldwide Investigative Group, Inc.**
- (b) Details: **Providing for background checks of candidates for managerail level employment with the County of Warren.**
- (c) Previous Resolution Number: **501 of 2012 and 590 of 2012**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:

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

\* as listed in budget and LOGOS



4 Executive Park Drive, Clifton Park, New York 12065  
(518) 514-2944 Fax: (518) 514-2947  
[backgroundchecks@allianceinvestigative.com](mailto:backgroundchecks@allianceinvestigative.com)

### BACKGROUND INVESTIGATION SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the date signed at the end hereof (the "Effective Date") by both Alliance Worldwide Investigative Group, INC., a corporation organized under the laws of New York with offices located at 4 Executive Park Drive, Clifton Park, New York 12065 ("Company") and, Warren County ("Client") organized under the laws of the State of New York with offices located at 1340 State Route 9 Lake George, New York 12845;

"Client" shall also mean and include Client's subsidiaries, affiliates or any entities and/or person(s) under the direct control or ownership of Client, as of the Effective Date;

1. **SERVICES.** Client hereby engages Company as an independent contractor, and Company agrees to act as an independent contractor to Client to provide various services as hereafter described and specified in Addendum "A" (the "Services") or as may be hereafter described and specified in writing by Client and as may be agreeable to Company.

2. **COMPANY OBLIGATIONS.** Company hereby agrees that it will provide the services set forth in Addendum "A" (the "Services").

3. **TERM.** The term of this Agreement shall begin on and terminate on the dates set forth in Addendum "B" (the "Term" or "Initial Term") shall begin on April 15, 2016 and shall terminate on March 15, 2018. Unless otherwise agreed to by the parties in writing, this Agreement shall automatically renew for a term(s) (each and "Extended Term") of equal length and the end of the Term or any Extended Term.

4. **WITHHOLDING TAXES.** Company shall at all times be responsible for withholding and payment of all federal and state employment-related taxes pertaining to its personnel, including but not limited to federal, state withholding taxes, FICA, FUTA and any other applicable taxes. Client shall have no responsibility for payment of taxes based on the income of Company.

5. **RATES AND PAYMENT TERMS.**

(a) Company shall be compensated for its Services in accordance with the rate schedule set forth in Addendum "C" (the "Rates"). Company agrees to maintain the Rates for the entire Term, however Company reserves the right to increase the rates a minimum of five (5) percent after the initial two (2) year term and reserves the right to continue increases every two (2) years. Company agrees to provide Client with notification of any changes in rates within sixty (60) prior to the expiration of the Term.

(b) All invoices shall be submitted directly to Client at the following address:

(Please complete)

Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

9. **CONFIDENTIALITY AGREEMENT.** “Company” and “Client” each agree that in the event that either is exposed, in any manner, to information, technology, methodology, systems, techniques, practices or any of the like which is in use or in the possession of the other which is, or reasonably could be claimed, to be private, proprietary or otherwise confidential, they will execute and abide by a confidentiality agreement upon the reasonable request of the other.

10. **RETURN OF PROPERTY.** Upon termination of this agreement both “Company” and “Client” agree to promptly return to the other all property, equipment, documents, and other material, including copies of any of the foregoing, which was acquired by the other during the term of this agreement. It is understood that “Company” retains the right to keep copies of all records relating to work performed by it during the term of this agreement.

12. **NOTICES.** All notices required by, or relating to this Agreement, shall be sent to the parties at their address as set forth below. The addresses of the parties may be revised, from time to time, in which event each party shall so notify the other in writing. All notices shall be deemed duly given five (5) business days following the date of their mailing, by registered mail, or on the day they are received by telegraphic or electronic means, or by hand.

“CLIENT”	“COMPANY”
Warren County 1340 State Route 9 Lake George, New York 12845	Alliance Worldwide Investigative Group, Inc, 4 Executive Park Drive Clifton Park, New York 12065

13. **GENERAL.**

- (a) The headings of the paragraphs of this Agreement are provided for convenience only and shall not be deemed to modify or otherwise affect the terms and conditions stated in each paragraph of this Agreement.
- (b) This is a personal services agreement. “Client” may not assign, sell or otherwise subcontract this Agreement to any third party and any attempt to do so shall render this agreement null and void.
- (c) This Agreement shall in all respects be governed by the substantive law of the State of New York and the parties further agree that the proper venue for any disputes hereunder shall be Saratoga County.
- (d) No delay or failure of “Company” to exercise any right or remedy hereunder will operate as a waiver thereof.
- (e) No remedy conferred by this Agreement is intended to be exclusive of any other remedy and all remedies now or hereafter existing at law or in equity shall be available to “Company” on a cumulative and nonexclusive basis. The election of any one or more remedies by “Company” shall not constitute a waiver of the right to pursue other available remedies.
- (f) If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which remaining agreement shall otherwise remain in full force and effect but only to the extent that the original intent of this Agreement would not be altered in any material respect.
- (g) This Agreement shall inure to the benefit of the successors of each of the parties hereto as long as same does not violate the “no assignment” provision hereof.
- (h) In the event that either party shall default in the terms and condition of this Agreement, the defaulting party shall be responsible to the other party for any and all costs, expenses, and attorney’s fee incurred as a result of said default or breach.

## **Addendum A**

### **Services**

**Tier 2:** (Social Security and Address History Search, Statewide Criminal Conviction Search, Federal Criminal Conviction Search, & Sex Offender Registry)

**9311 Warren County Package:** (Social Security and Address History Search, Statewide Criminal Conviction Search, Federal Criminal Conviction Search, Sex Offender Registry, DMV Search, Bankruptcy/Liens/Judgement Search, Employment Verification, Education Verification and Professional References)

## Addendum C

### Rates

Statutory fees which include but are not limited to criminal statewide fees, driver's license search fees, third party employment verification fees and third party education verification fees are not included in the background investigative package price."

Company agrees to maintain the Rates for the entire Term, however Company reserves the right to increase the rates a minimum of five (5) percent after the initial two (2) year term and reserves the right to continue increases every two (2) years. Company agrees to provide Client with notification of any changes in rates within sixty (60) prior to the expiration of the Term.

Alliance Worldwide Investigative Group Inc. has a three attempts rule regarding employment verifications, education verifications and professional/personal verifications. We will attempt to call the verification three different times, on three different days however if we are unable to reach the verification within the allotted three days, the verification will be closed.

**Tier 2: \$70.00 plus Statutory Fee**

**9311 Warren County Package: \$140.00 plus Statutory Fees**

Addendum E

**AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED DEBITS/WITHDRAWALS**

**ACH DEBIT**

I/We authorize Alliance Worldwide Investigative Group, Inc., herein after called "Company," to initiate debit entries and, if necessary, credit entries and adjustments for any debit entries made in error to my/our \_\_\_\_\_ checking \_\_\_\_\_ savings account (select one) indicated below and depository named below, herein after called "Depository," to debit and/or credit the same to such account. I/We understand the dollar amount can vary depending on the services performed.

Please notify me at \_\_\_\_\_ (Email Address) when an ACH payment is processed.

**DEPOSITORY/BANK NAME:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**TRANSIT/ABA NUMBER:** \_\_\_\_\_

**BRANCH LOCATION:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**ACCOUNT NUMBER:** \_\_\_\_\_

**CHECKING** (Circle One) **SAVINGS**

**CHECKING ACCOUNT:** **PLEASE ATTACH VOIDED CHECK**

This Authorization Agreement is to remain in full force and effect until Company has received written notification from me of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on the request.

**CLIENT:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF REPRESENTATIVE**

\_\_\_\_\_  
**SIGNATURE OF REPRESENTATIVE**

\_\_\_\_\_  
**PLEASE PRINT**

\_\_\_\_\_  
**PLEASE PRINT**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

## ***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: County Administrator**

**DATE: 03/24/2016**

- (a) Purpose of Request: **Approving revisions and amendments to the Warren County Plans and Policies Section III.157 Fleet Policy.**
- (b) Details: **The policy needs to be revised as already been set forth.**
- (c) Previous Resolution Number: **108 of 2014**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:

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

\* as listed in budget and LOGOS

### § III.157 FLEET POLICY.

(A) *Exception.* This policy excludes vehicles assigned to the Department of Public Works.

(B) *Criteria for assigning cars to each department.*

(1) The current fleet is evaluated based on the age of vehicles. Any vehicle ten years or older will be replaced unless the vehicle is in good condition and has low maintenance costs or if Vehicle Reserve funds are depleted.

(2) (a) Each year an analysis will be done by the County Administrator's Office to look at departmental usage of the fleet vehicles. If the analysis shows that a department frequently borrows fleet vehicles that are not assigned to their department, we will consider adding a vehicle to that department's inventory.

(b) To determine whether to add a fleet vehicle to a department a formula (# of vehicles borrowed/number of workdays) to determine a percentage of departmental need. The number of days is calculated based on the amount of workdays in a six-month period.

(C) *Expenditure of funds for budgeted (reserve) fleet vehicles.*

(1) (a) From time to time, during any fiscal year, the County Administrator will submit a resolution request to the Finance Committee to transfer funds from the Vehicle Reserve Fund to the departmental budgets to allow the department to replace or buy a vehicle.

(b) In the instance when a department can receive reimbursement for the purchase of a vehicle, advanced funds will be allocated to the departmental budget. Once reimbursement is received, the revenue will be transferred to the vehicle reserve. The department shall send a memo to the County Treasurer to transfer the funds to the Vehicle Reserve Fund.

(2) Once the resolution is approved by

the Board of Supervisors and funds are posted to the appropriate departmental budget, the department head or other designated employee can proceed to do a Purchase Order and order the vehicle in accordance with the Warren County Purchasing Policy (see Chapter XI).

(3) The Department Head will send to the Fleet Manager a copy of the approved Purchase Order, vendor information, and any other pertinent information that may be needed to ensure proper communication between the Fleet Manager and the Department Head.

(D) *Receipt of vehicle (exception: sheriff's vehicles).*

(1) Before receipt of vehicle, the Fleet Manager will request from Vendor the Certificate of Origin and Bill of Sale and will submit Add, Delete, Transfer Form which can be found on the Self Insurance Website: <http://www.warrencountyny.gov/insurance/pc.php>.

(2) (a) The Fleet Manager will obtain appropriate registration and license documents.

(b) The Fleet Manager will sign and complete required paperwork for the vehicle and forward to the respective department.

(3) All vehicles will be delivered to the DPW Shop in Warrensburg where they will be inspected by the DPW Shop employees to ensure that it is the correct vehicle and there is no damage or issues with the vehicle. It meets all specifications outlined in the bid.

(4) The DPW Shop employee will contact the Fleet Manager (Frank Morehouse) when the vehicle is ready for licensing. The Fleet Manager will process the required paperwork for licensing and insuring the vehicle delivery to the department.

(5) The Fleet Manager will contact the department head to arrange for delivery of the vehicle to the respective department.

(6) All vehicles will be delivered with two sets of keys. A third set will remain with the Fleet Manager.

*(E) Sale or surrender of vehicles.*

(1) If a vehicle is surrendered, the department shall transfer the vehicle to the County Fleet by surrendering the license and registration to DMV and completing the required forms below and sending a copy to the Fleet Manager and to the appropriate departments as indicated on the forms:

(a) Property Transfer Form which can be found on the Department Head SharePoint site.

(b) Add, Delete, Transfer Auto Form which can be found on the Self Insurance Website:  
<http://www.warrencountyny.gov/insurance/pc.php>

(2) The Fleet Manager will assess the useful life of the vehicle and will make the final determination if the vehicle has value to the County or should be sold at auction. If the Fleet Manager determines that the vehicle is at the end of its useful life, the Fleet Manager will surrender the registration and license to DMV and complete the appropriate forms above to remove the insurance. If the Fleet Manager determines that the vehicle will be transferred to another department the Fleet Manager will process the appropriate forms listed above for licensing and insuring the vehicle under the new department.

(3) If a vehicle is sold and belonged to a department that received reimbursements from state, federal or other agency funds, the department must follow the agency's regulations for disposing of assets.

(4) If a vehicle is sold for any other department all funds are to be deposited in the General Fund and the County Treasurer is directed to deposit these funds into the Vehicle Reserve Fund.

*(F) Insurance recoveries.*

(1) If a vehicle is in an accident and the damages are repairable, the departmental budget shall be amended by the County Treasurer to include any insurance recoveries for that vehicle. The County Treasurer will notify the department when the budget has been amended.

(2) If the vehicle is totaled, the Department Head shall transfer the vehicle to the Fleet Manager and the Fleet Manager will dispose of the vehicle.

*(G) Borrowing a vehicle from the county's pool of fleet vehicles.*

(1) If authorization to travel is needed in accordance with the Warren County Travel Policy, the Department Head shall complete Schedule "A" Authorization to Attend Meeting or Convention (see § III.158). Instructions for requesting a fleet vehicle appears at the bottom of the form: refer to the Warren County Travel Policy and comply with instructions in that policy (see § III.158).

(2) If there is no authorization needed; the department head shall send the request for a vehicle by email to the Fleet Manager: If authorization to travel is not required in accordance with the Warren County Travel Policy, the Department Head shall complete the bottom part of Schedule "A" Authorization to Attended Meeting to request a vehicle. Please refer to the Warren County Travel Policy for a copy of Schedule "A" (see § III.158). The request shall be sent by fax or email to the Fleet Manager. The request must include dates of travel, destination, purpose and the employee(s) who will be traveling.

(3) Vehicles will be assigned on a first come, first serve basis.  
(Res. 108 of 2014, passed - -2014)

**RESOLUTION REQUEST FORM NO. 10**

***Request for Transfer of Funds***

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: County Administrator

SIGNED: 

DATE: 3/21/2016

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1011 110	County Administrator Salary Regular	A.1011 436	County Administrator Advertising	\$2,000.00

Please state reason for transfers requested: To provide funds for County Administrator advertising.

**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.