

Public Safety Committee
Sheriff's Committee Agenda
August 27, 2018

Committee Members: Leggett, Geraghty, Simpson, Wild, Magowan, Diamond, Sokol, Hogan, Braymer and Driscoll.

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda
 - A. Request Permission to fill vacancy for Patrol Officer #41, due to resignation.
 - B. Request Resolution to Amend Local Law No. 4 of 1996 with proposed Local Law No. 6 of 2018.
 - C. Request Resolution to Extend existing contract with NYS Division of Homeland Security and Emergency Services for Mutual Link
 - D. Request Resolution to Amend County Budget to reflect compensation for a loss (\$350)
 - E. Request Resolution to Amend County Budget to reflect reimbursement for S.R.O. services and equipment from the Hadley Luzerne Central School District (\$24,560.50)
 - F. Request Resolution for a new contract with the Bolton Central School District for SRO services.
 - G. Request Resolution for a new contract with Nemer Ford for proprietary dealer only repairs for various Ford makes and models
 - H. Resolution Request for Transfer of Funds
- IV. Referral / Pending Items
- V. Topics for Discussion
 - A. We currently have (5) vacancies for Correction Officer and (1) Correction Sergeant.
 - B. Corrections Overtime is currently at \$453,959.26.
- VI. Motion to adjourn

Attachments:

- #1. Resolution Request Form #12, Notice of Intent to Fill Vacant Position (Patrol Officer)
- #2. Resolution Request Form #20, Amend Local Law No. 4 of 1996 with Local Law No. 6 of 2018
- #3. Resolution Request Form #4, Extend existing contract for Mutual Link with NYS Homeland Security and Emergency Services
- #4. Resolution Request Form #7, Amend County Budget (Compensation for a loss)
- #5. Resolution Request Form #7, Amend County Budget (Hadley Luzerne CSD)
- #6. Resolution Request Form #3, Request for New Contract (Bolton CSD)
- #7. Resolution Request Form #3, Request for New Contract (Nemer Ford)
- #8. Resolution Request Form #10, Transfer of Funds

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

AUTHORITY FOR POLICY AND PROCEDURE

Resolution 155 of 2003, amended by Resolution Nos. 497 of 2006, 719 of 2006, 318 of 2007, 374 of 2011 and 259 of 2014, provides the policy and procedure for the establishment, filling and increasing or decreasing of salaries for positions within Warren County. Copies of the resolutions are available from the Clerk of the Board.

WHAT FORM TO USE

- For giving notice of intent to fill an existing vacant position, use this form.
- For creating a new position, complete Resolution Request Form No. 11.
- For increasing or decreasing salary of non-union position, complete Resolution Request Form No. 13.
- For reclassification of position, complete Resolution Request Form No. 14.

These forms are available from the Clerk of the Board.

HOW TO USE THIS FORM

Department heads must first file this notice of intent with the Human Resources Director/Personnel Officer for review and approval of position details. Once the form has been initialed by both the Human Resources Director and Personnel Officer, it should be forwarded on to the County Administrator for approval. The County Administrator shall furnish a copy of the notice to the Budget Officer. Once both the County Administrator and the Budget Officer have executed the form, a copy must be submitted by the Department Head to the Supervisory Committee with their regular agenda. Once signed by the Chair of the Supervisory Committee, the Notice of Intent shall be submitted to the Clerk of the Board, who shall report the action on the Personnel Committee agenda and forward the fully executed form to the Department Head.

OBJECTIONS

If either the County Administrator, Budget Officer or Supervisory Committee objects to the position being filled, each should affix their signature to this form indicating they have an objection. In this case, the department head is advised that the position may not be filled unless otherwise determined by the Board of Supervisors. All requests to fill vacant positions must be approved by the County Administrator, Budget Officer and a 2/3 majority vote of the Supervisory Committee or oversight Committee Chair approval as provided in the Rules of the Board.

NO OBJECTIONS

If the County Administrator, Budget Officer and Supervisory Committee have no objection to the position being filled, each should affix their signatures to this form indicating they have no objection.

PAPERWORK

To fill the position, complete the 426 Report of Personnel Change, attach the original of this form to the back of the 426, along with the Resolution approving same and submit to the Human Resources and Civil Service Department. Be certain to make a copy of both the 426 and this form for retention in your department files.

Department Heads are reminded that an oath of office must be filed in the Office of the County Clerk. Oaths of Office forms are available from the County Clerk.

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: Warren County Sheriff's Office

DATE: 08/27/2018

- (a) Purpose of Request: **Change Local Law No. 4 of 1996**
- (b) Details: **A Local Law amending Local Law No. 4 of 1996, which established residency requirements for Warren County Deputy Sheriffs, to change the title to include all Patrol Officer and Correction Officer including supervisory titles.**
- (c) Previous Resolution Number: **304 of 1996**
- (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

Warren County Board of Supervisors

RESOLUTION NO. ___ OF 2018

Resolution introduced by Supervisors Leggett, Geraghty, Simpson, Wild, Magowan, Diamond, Sokol, Hogan, Braymer, Driscoll and Vacant

INTRODUCING PROPOSED LOCAL LAW NO. 6 OF 2018, "A LOCAL LAW AMENDING LOCAL LAW NO. 4 OF 1996, WHICH ESTABLISHED RESIDENCY REQUIREMENTS FOR WARREN COUNTY DEPUTY SHERIFFS, TO CHANGE THE TITLE TO INCLUDE ALL PATROL OFFICER AND CORRECTION OFFICER INCLUDING SUPERVISORY TITLES

WHEREAS, the Personnel Officer and the Warren County Sheriff have recommended that Local Law No. 4 of 1996, A Local Law Establishing Residency Requirements for Warren County Sheriffs, be amended to update the titles which are currently used by the Sheriff's Office to correction officers and patrol officers, including supervisory titles, now, therefore, be it

RESOLVED, that proposed Local Law No. 6 of 2018 entitled "A Local Law Amending Local Law No. 4 of 1996, which established residency requirements for Warren County Deputy Sheriffs to change the title to Patrol Officers and Correction Officers including supervisory titles", attached hereto and made a part hereof, be, and the same is, introduced before the Warren County Board of Supervisors, and in order to give interested members of the public the opportunity to be heard thereon, the Board of Supervisors shall hold a public hearing at the Supervisors' Rooms in the Warren County Municipal Center on the 19th day of October, 2018, at 10:00 a.m. on the matter of the adoption of said proposed Local Law No. 6 of 2018, and be it further

RESOLVED, that the Clerk of the Board of Supervisors be, and hereby is, authorized and directed to give notice of such public hearing in the manner provided by law.

SCHEDULE "A"

COUNTY OF WARREN, NEW YORK
LOCAL LAW NO. 6 OF 2018

A LOCAL LAW AMENDING LOCAL LAW NO. 4 OF 1996, ESTABLISHING RESIDENCY REQUIREMENTS FOR WARREN COUNTY DEPUTY SHERIFFS, TO CHANGE THE TITLE OF DEPUTY SHERIFFS TO PATROL OFFICERS AND CORRECTION OFFICERS AND INCLUDING SUPERVISORY TITLES

BE IT ENACTED, by the Board of Supervisors of the County of Warren, New York, as follows:

SECTION 1. Title.

This Local Law shall be known as a Local Law Amending Local Law No. 4 of 1996, Establishing Residency Requirements for Warren County Deputy Sheriffs, to Change the title of Deputy Sheriffs to Patrol Officers and Correction Officers Including Supervisory Titles.

SECTION 2. Purpose.

The purpose of this Local Law is to change the title of Deputy Sheriffs to Patrol Officers and Correction Officers Including Supervisory Titles in all occurrences of the Local Law.

SECTION 3. Amendment of Local Law

Local Law No. 4 of 1996 is amended to replace Deputy Sheriffs with Patrol Officers and Correction Officers including Supervisory Titles in seven occurrences in the local law.

SECTION 4. Effective Date.

This Local Law shall take effect immediately and upon filing in the Office of the Secretary of State.

A LOCAL LAW ESTABLISHING RESIDENCY REQUIREMENTS FOR WARREN COUNTY PATROL OFFICERS AND CORRECTION OFFICERS INCLUDING SUPERVISORY TITLES

BE IT ENACTED, by the Board of Supervisors of the County of Warren, New York, as follows:

SECTION 1. Title.

This Local Law shall be known as the Local Law Establishing Residency Requirements for Warren County Patrol Officers and Correction Officers Including Supervisory Titles.

SECTION 2. Purpose.

The purpose of this Local Law is to establish the residency requirements for the appointed Warren County Patrol Officers and Correction Officers Including Supervisory Titles.

SECTION 3. Residency Requirements for a Warren County Patrol Officer and Correction Officer Including Supervisory Titles.

- A. A person appointed as patrol officer or correction officer including supervisory titles by the Sheriff of Warren County shall at the time of his or her appointment be a resident of 1) the State of New York and 2) the County of Warren or of a county contiguous to the County of Warren. As allowed or provided under the Civil Service Law of the State of New York, preference in appointment may be given by Warren County Civil Service and the appointing officer to those candidates who reside in Warren County.
- B. A patrol officer or correction officer including supervisory titles who ceases to be a resident of New York State and Warren County or of a county contiguous to Warren County shall be deemed to have resigned his or her employment and vacated the position.

SECTION 4. Public Officers Law - Superseded and/or Amended.

This Local Law is intended to supersede and/or amend the provision of Paragraph 1 of Public Officers Law Section 3, concerning residency requirements for local officers as the same concerns or affects the position of patrol officer or correction officer including supervisory titles in Warren County. The provision of Section 3 of the Public Officers Law requiring a person to be a resident of the political subdivision for which he or she shall be chosen shall not prevent a person from holding the office of patrol officer or correction officer including supervisory titles of the County of Warren provided that such person resides in the County of Warren or an adjoining or contiguous county within the State of New York.

SECTION 5. Effective Date.

This Local Law shall take effect immediately and upon filing in the Office of the Secretary of State.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff's Office

DATE: 08/27/2018

- (a) Purpose of Contract Change: **Extend existing contract with NYS Division of Homeland Security and Emergency Services for Mutual Link**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **Resolution 344 of 2015.**
- (c) Name of Contractor: **NYS Division of Homeland Security and Emergency Services**
- (d) Address of Contractor: **1220 Washington Ave, State Office Campus, Building 7A, 1st Floor, Albany, NY 12226**
- (e) Contractor's Contact Person and Telephone Number: **Joann Waidelich, (518) 322-4911**
- (f) Commencement Date of Extension: **Upon Signature**
- (g) Termination Date of Extension: **01/31/2021**
- (h) Payment Provisions:
 - i) lump sum amount **No Cost for this Service**
 - 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.
- (i) Where are the Funds for this Contract? 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

Lamouree, C. Shawn

From: OIEC, DHSES (DHSES) <DHSES.OIEC@dhSES.ny.gov>
Sent: Friday, July 06, 2018 1:02 PM
To: Lamouree, C. Shawn; Delaney, Matthew (DHSES); Sprague, Michael (DHSES); Kang, Angelica (DHSES)
Subject: Mutualink MOA
Attachments: Warren County 2018 Contract.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Lamouree,

The New York State Division of Homeland Security and Emergency Services provided your county with the Mutualink interoperability platform as part of Governor Cuomo's NY Responds initiative. We are pleased to announce that we are extending the term of the original agreement to January 31, 2021. In addition, we are offering your county with additional Edge licenses through the end of the contract term, if you have not previously accepted them.

Attached is a revision to the original Memorandum of Agreement ("MOA") signed by your county. This revision:

- Provides for a no-cost extension of time to January 31, 2021.
- Amends "Attachment A" to:
 - Provide for additional Edge licenses. This number was based on a formula that took in to account factors such as your county population and current Mutualink deployment. Depending on when you last executed an MOA for Mutualink, you or may not have already received these additional licenses. The count in Attachment A reflects the correct total.
 - Revise the hardware inventory list to address any changes from the original plan (e.g. addition of a VNIC or mobile router) and incorporate specific device serial numbers as installed.

As you may remember, the Office of the State Comptroller (OSC) required that the MOAs include a resolution from the County Board or Legislature, or proof of existing authority, providing the authority to enter into the MOA with New York State. Please consult with your legal officer and determine if your County's originally authorizing resolution is legally sufficient to authorize the signing of this amendment. If so, please attach a copy. If your original resolution is insufficient to authorize the signing of this amendment, you will be required by OSC to obtain a new resolution and attach a copy when returning the amendment.

If your county accepts the amendment to continue the Mutualink engagement, please fill in the information needed on Page 5, County Point of Contact, obtain signatures on Page 7 and return **FOUR ORIGINAL signed and notarized copies**, plus the appropriate resolution to DHSES. As soon as OSC approves your signed MOA amendment, DHSES will instruct Mutualink to add the additional Edge licenses to your Edge Device Administration capability, if those have not been provided previously.

Return to:

Joann Waidelich
NYS DHSES OIEC
State Campus Building 7A, 1st Floor
1220 Washington Ave
Albany, NY 12226

If you have any questions regarding the amendment, please do not hesitate to contact our office at 518-322-4911 or dh ses.oiec@dh ses.ny.gov

Thank you.

Office of Interoperable and Emergency Communications

NYS Division of Homeland Security & Emergency Services
Office of Interoperable and Emergency Communications
1220 Washington Avenue, State Office Campus, Bldg. 7A, Albany, NY 12242
(518) 322-4911 | dh ses.oiec@dh ses.ny.gov
www.dh ses.ny.gov



ANDREW M. CUOMO
Governor

ROGER L. PARRINO, SR.
Commissioner, DHSES

MICHAEL A. SPRAGUE
Director

Contract No. X300211

INTERGOVERNMENTAL
MEMORANDUM OF AGREEMENT

By and Between

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
and
Warren County
for

TEMPORARY LOAN OF INTEROPERABLE COMMUNICATIONS RESOURCES

This Intergovernmental Memorandum of Agreement ("MOA") is entered by and between the State of New York Division of Homeland Security and Emergency Services ("DHSES" or "State of New York") with offices located at 1220 Washington Avenue, State Office Campus, Building 7A, 7th Floor, Albany, New York 12226 and the County of Warren ("County") with offices located at 1400 State Route 9, Lake George, New York 12845. The foregoing DHSES and/or County shall sometimes be referred to herein individually as "Party" and collectively as "Parties." For the purposes of this agreement the term "county" or "counties" shall include the City of New York.

WITNESSETH:

WHEREAS, DHSES has acquired the hardware, software, and user Mutualink Edge Subscription Services for Mutualink Interoperability platforms and wishes to temporarily loan or continue to loan such equipment at no cost to New York State counties for communications purposes; and

WHEREAS, this MOA establishes the responsibilities, guidelines, and procedures for the deployment and use of the equipment, software, and user subscriptions provided to the County by DHSES;

WHEREAS, the County acknowledges receipt of said equipment;

NOW, THEREFORE, in consideration of the promises set forth herein, be it known that DHSES hereby grants a temporary revocable permit to County, to use or continue to use the Interoperable Communications Resources designated in Section 2, subject to the terms and conditions as hereinafter provided:

1. PURPOSE

DHSES is providing the opportunity for each county to receive and use or continue to use equipment, software, and/or Mutualink Edge Subscription Service (hereinafter "Interoperable Communications Resources"), further described in Section 2, which will allow counties to communicate on a common platform for emergency management and public safety planning and response purposes. These resources are being provided on a loan basis and title to the Interoperable Communications Resources shall remain with the State at all times. The State has the right to recall the Interoperable Communications Resources at any time upon notification to the County, including the termination of the Edge User Subscription Service. In

the event the State seeks to transfer title and ownership of any of the Interoperable Communications Resources described herein, the parties must execute a separate, mutually acceptable written agreement. The Parties acknowledge that the Interoperable Communications Resources issued under the terms and conditions of this MOA are not intended to provide all the equipment (hardware/software) appropriate and necessary for the operation of an interoperability network, and that the Interoperable Communications Resources issued are intended to enhance the ability of the County to successfully communicate with the State, other user local jurisdictions within the State, and adjoining states.

2. DESCRIPTION OF INTEROPERABLE COMMUNICATIONS RESOURCES

DHSES agrees to provide or continue to provide to the County on a temporary loan basis, a copy of Mutualink Edge software with up to fifteen (15) User Subscriptions for County use, in addition to network interface controllers (NIC) to tie into available County media capabilities. All hardware, software, and licenses shall be collectively referred to herein as "equipment" or "Interoperable Communications Resources." The specific Interoperable Communications Resources loaned to the County pursuant to this MOA are hereby attached as Attachment A.

3. TERM AND TERMINATION OF AGREEMENT

- 3.1 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of the State Comptroller and shall terminate January 31, 2021, unless terminated earlier pursuant to sections 3.2-3.4 below.
- 3.2 DHSES may terminate this MOA immediately, upon written notice of termination to the County, if the County fails to comply with the terms and conditions of this MOA and/or with any laws, rules, regulations, policies, or procedures affecting this MOA. Written notice of termination shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice outlined in Section 17. The County shall return all remaining equipment, less ordinary wear and tear, to DHSES.
- 3.3 Either party shall have the right to terminate this MOA early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice. Should the County terminate under this clause, the County shall return all remaining equipment, less ordinary wear and tear, to DHSES. Any subscription or non-hardware services shall be terminated by DHSES pursuant to the notice provisions of this Agreement.

4. TERMS OF USE

The Parties agree that the County shall continue in possession of the Interoperable Communications Resources provided the County complies with the following conditions:

- 4.1 The County specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount, or if the State agrees to give something other than money when the value or reasonable estimate value of such consideration exceeds ten thousand (\$10,000), it shall not be valid, effective, or binding upon the State until it has been approved by the New York State Attorney General and the State Comptroller (OSC) and filed in the OSC.
- 4.2 The Parties agree that the County may use the Interoperable Communications Resources for emergency management and public safety planning and response. The County shall also be permitted to use such Interoperable Communications Resources for all other official public safety and emergency management communications on a day-to-day basis. At a minimum, the County agrees to maintain such Interoperable Communications Resources connected and ready for use at all times (24 hours/7 days).
 - 4.2.1 Unless otherwise agreed to by DHSES in writing, the County agrees that it shall only assign licenses to agencies responsible for public safety. For purposes of this Agreement, agencies involved in Public Safety are defined as those offices or entities responsible for the welfare and protection of the general public, including law

enforcement, fire service, emergency management, 911 and communications, EMS, and county-owned and controlled utilities, transportation, and public health. Assignment to a non-County public safety agency is only permitted upon the execution of a written agreement between the County and the non-County user(s) incorporating the terms and conditions of this Agreement. The County shall be solely responsible to DHSES to ensure that all users of licenses loaned under this Agreement are compliant with the terms and conditions thereof.

4.2.2 Assignment of licenses covered under this Agreement by the County to non-County public safety agencies must first receive the prior written approval by DHSES.

4.3 The County shall be required to test the entire system on no less than a monthly basis. Such testing shall include, at minimum, one of the following four (4) possible tests:

- 1) Placing a call to another county. Neighboring counties may wish to arrange for scheduled testing;
- 2) Placing a call to the State Watch Center;
- 3) Placing a call to Mutualink tech support; and/or
- 4) Placing a call to another user within the County.

4.4 The County agrees that it shall participate, upon reasonable advance notice, in drills, exercises, or other events sponsored by the State involving the use of such Interoperable Communications Resources.

4.5 The County agrees that it shall invite DHSES to all incident sessions initiated utilizing the Interoperable Communications Resources.

4.6 The County shall ensure that only qualified persons will utilize the Interoperable Communications Resources and that it shall verify that such persons have received any applicable training.

4.7 The County shall ensure that all intended users and operators of the Interoperable Communications Resources complete a State-provided orientation that will familiarize the County with the use of such, as appropriate.

4.8 The County agrees that it shall keep the Interoperable Communications Resources online and ready for use.

4.9 The County agrees and understands that the County is solely responsible for its own access to the internet and electrical supply, which are necessary to ensure connection to the internet and accessibility to subscription services.

4.10 The County understands and agrees that the County is solely responsible to understand any and all data safety or security issues surrounding the use of the Interoperable Communications Resources and accommodate its use according to the capabilities and limitations of the Interoperable Communications Resources. As such, the County shall be responsible to educate its users pursuant to this Agreement of such capabilities and limitations.

4.11 The County understands and agrees that, on occasion, the vendor will be required to perform both routine and emergency maintenance to the Interoperable Communications Resources, which may be conducted with advanced notice or no notice at all. The County shall be prepared for use of alternative systems during planned and unplanned outages.

4.12 The County agrees to report inoperable equipment and/or inaccessible or offline services directly to the vendor and shall work with the vendor to resolve the situation until such equipment is rendered operable and/or services are brought back online.

4.13 The County agrees that it shall provide DHSES, its vendors, and subcontractors with reasonable time and opportunity to properly maintain the Interoperable Communications Resources in accordance with the manufacturer's recommendations and all applicable laws and regulations.

4.14 The County understands and agrees that the State may take back the Interoperable Communications Resources at any time for any reason, or may redeploy the Interoperable Communications Resources if it is determined to be

needed in another area as directed by DHSES, and that the County must make the Interoperable Communications Resources immediately available. DHSES shall provide reasonable notice, or the maximum notice possible under the circumstances, to the County Point of Contact.

- 4.15 The County agrees that DHSES reserves the right to take back the Interoperable Communications Resources in the event of a breach of this MOA, or if the Interoperable Communications Resources are not being used to its full potential, is being misused, or has been returned for reissuance by DHSES. The County agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Interoperable Communications Resources to DHSES within fifteen (15) business days of the request.
- 4.16 The County agrees that it has no claim in law or equity concerning the Interoperable Communications Resources, including hardware, software, or licenses.
- 4.17 The County agrees that it shall not sell or otherwise transfer the Interoperable Communications Resources to any other party without the express written permission of DHSES.
- 4.18 Subject to sections 4.2.1 and 4.17 of this Agreement, the County and DHSES hereby agree that a minimum of one license will be dedicated for, and provided to, each of the following County officials or offices:
 - 1) County Public Safety Answer Point;
 - 2) County Emergency Operations Center;
 - 3) County Emergency Manager; and
 - 4) County Fire Coordinator.

5. **OTHER TERMS**

- 5.1 The Parties acknowledge that the Interoperable Communications Resources issued under this MOA are not intended to provide all the resources appropriate and necessary for the County's communications capabilities but rather the Interoperable Communications Resources issued are intended to enhance the ability of the County to communicate with the State and other jurisdictions for emergency management and public safety planning and response.
- 5.2 The Parties acknowledge that the Interoperable Communications Resources issued or any resources to be issued in the future are subject to the availability of funding. The Parties reserve the right to expand the scope of the Interoperable Communications Resources distributed if funding is available.

6. **APPENDIX A**

Appendix A, Standard Clauses for All New York State Agreements, is hereby attached as Attachment B and made part of this Agreement and shall take precedence over all other terms of this Agreement.

7. **LOAN OF RESOURCES**

The Interoperable Communications Resources shall be loaned exclusively to the County only for the purposes set forth in Section 1 of this MOA. No other use of the equipment shall be authorized. DHSES shall retain title to the Interoperable Communications Resources loaned under this Agreement at all times. The County shall be responsible for all costs associated with preparing, packing, and transporting the equipment.

8. **COMPENSATION**

As compensation for this permit, the County shall pay DHSES a one-time administrative fee of \$1.00; payment of same is hereby waived. As such, this Agreement shall not be construed to have any monetary value. The County is responsible for all peripheral costs associated with use of the equipment, including internet and mobile data access, in addition to preparing, packing, and transporting the equipment for return to DHSES.

9. **COUNTY POINT OF CONTACT**

The County will designate its own member Point of Contact (County POC) for the purpose of arranging for and the installation, maintenance, and return of the equipment to DHSES. The County's POC shall also be responsible as a 24-hour point of contact for this Agreement and any issues arising from its existence and be responsible for maintaining the current state of the contact information.

The County Point of Contact is:

C. Shawn Lamouree
Undersheriff
Warren County Sheriff's Office
1400 State Route 9 Lake George, NY 12845
shawn.lamouree@warrencountysheriffny.us

518-743-2515

10. **DHSES POINT OF CONTACT**

For the State of New York:

Michael A. Sprague
Director, Office of Interoperable and Emergency Communications
NYS Division of Homeland Security and Emergency Services
State Office Campus – Building 7A
1220 Washington Avenue
Albany, NY 12242
(518) 242-8275
Michael.Sprague@dhSES.ny.gov

11. **CONDITIONS AND MAINTENANCE OF INTEROPERABLE COMMUNICATIONS RESOURCES**

- 11.1 DHSES will make its best effort to ensure that the Interoperable Communications Resources loaned under this Agreement are furnished to the County in a serviceable condition suitable for its intended use. However, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.
- 11.2 DHSES shall be responsible for the following: 1) ordering, purchasing, and accepting Interoperable Communications Resources; and 2) communicating to the Vendor the need to issue the Interoperable Communications Resources to the County.
- 11.3 The County shall be responsible to receive the Interoperable Communications Resources and document that the County's orientation with the Interoperable Communications Resources occurred. Additionally, the County shall, as appropriate, 1) provide periodic inventory reports to DHSES with the reports setting forth what equipment was issued; 2) assist in resolving equipment-related issues, such as defective equipment; 3) conduct any maintenance, as determined by DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality; and 4) satisfaction of any State or federal reporting requirements.

12. **INTEROPERABLE COMMUNICATIONS RESOURCES SECURITY**

Upon acceptance of the Interoperable Communications Resources, the County assumes all responsibility for secure storage, maintenance, and property accountability. Any change in the storage location must be approved in advance by DHSES.

13. **NO THIRD-PARTY TRANSFERS**

This MOA or the Interoperable Communications Resources loaned hereunder shall not be transferred to any other party by the County without the express written permission of DHSES.

14. **RETURN OF EQUIPMENT**

Upon expiration or termination of the MOA, the County shall be responsible to return all Interoperable Communications Resources to DHSES in the same condition as it was issued, less and except ordinary wear and tear within fifteen (15) business days. The County is responsible for all costs associated with preparing, packing, and transporting the equipment, to DHSES. If the Interoperable Communications Resources are not returned, or not returned in good working order and repair, the County may be responsible to reimburse DHSES the replacement value of the Interoperable Communications Resources.

15. **LIABILITY AND INSURANCE**

15.1 The County shall indemnify and hold harmless the State of New York for any claims arising out of the use and deployment of the Interoperable Communications Resources. DHSES does not agree to any indemnification provisions in any documents attached hereto that require DHSES or the State of New York to indemnify or hold harmless the County or third parties. Notwithstanding anything to the contrary in this Agreement, DHSES shall not be liable to the County for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability) agreement, warranty, or otherwise, arising out of or relating to DHSES's acts or omissions under this Agreement. The County remains liable for damages attributable to their respective negligence, misconduct, or omissions without limitations.

15.2 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or any other between the Parties.

16. **INTERPRETATION**

This Agreement shall be interpreted according to the laws of the State of New York.

17. **NOTICES**

Any and all notifications, consents, and other communications to DHSES regarding the implementation, production, or operational production or operational processes of this Agreement shall be in writing. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by email.

18. **AMENDMENTS**

This Agreement may not be changed, altered, or modified except in writing and signed by both Parties and, if required, approved by both the Attorney General and Comptroller of the State of New York.

19. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this Agreement are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

ON BEHALF OF THE COUNTY:

ON BEHALF OF DHSES:

Name: _____

Name: _____

Title: _____

Title: _____

Contractor Acknowledgement for MOA# X300211

State of New York)
)ss.
County of _____)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

(Signature and office of the person taking acknowledgment)

State of New York)
)ss.
County of _____)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

(Signature and office of the person taking acknowledgment)

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

And

Warren County

Contract No. X300211

ATTACHMENT A

Quantity	Item
1	Cisco Router/VPN appliance
2	M500-610-001 Radio Network Interface Controller (RNIC); Serial Numbers R004505086; R004505087
8	Edge Client Software Licenses
1	Client Management Software License

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: July 23, 2018

- (a) **Purpose of Amendment:** Amend the County Budget to increase revenue to reflect compensation for a loss.

- (b) **Appropriation Code, Object Code, Full Title and Amount:**
A.3110 441 \$350.00

- (c) **Revenue Code (with title), and Amount:**
A.3110 2692 \$350.00

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

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: July 23, 2018

(a) **Purpose of Amendment:** Amend the County Budget to increase revenue to reflect monies received from Hadley Luzerne Central School District for SRO services.

(b) **Appropriation Code, Object Code, Full Title and Amount:**

A.3110 130 Sheriff Law Enforcement Salaries Part-Time	\$12,218.46
A.3110 831 Sheriff Law Enforcement Medicare Contribution	\$177.18
A.3110 830 Sheriff Law Enforcement Social Security	\$757.54
A.3110 260 Sheriff Law Enforcement Other Equipment	\$6,755.92
A.3110 455 Sheriff Law Enforcement Safety Equipment	\$1,750.00
A.3110 453 Sheriff Law Enforcement Uniforms and Clothing	\$2,901.40

(c) **Revenue Code (with title), and Amount:**

A.3110 2260	\$24,560.50
-------------	-------------

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



HADLEY-LUZERNE CENTRAL SCHOOL
 27 Hyland Drive
 Lake Luzerne, NY 12846

Check Date	Check Number
08/13/2018	032293

Invoice/CM#	Description	Amount
18-01077	Law Enforcement Services & set up fees 18-01077 A.1620-402-00-0000 Safety & Security 24,560.50	24,560.50
	A.3110.130 = 12,218.46	
	A.3110 831 = 177.18	
	A.3110 830 = 757.54	
	A.3110 260 = 6755.92	
	A.3110 455 = 1750.00	
	A.3110 453 = 2901.40	

Vendor: 000955 Warren County Sheriff Depart Check Total 24,560.50

THIS CHECK IS VOID WITHOUT A BLUE & BURGUNDY BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

Multi-Fund Account



HADLEY-LUZERNE CENTRAL SCHOOL
 27 Hyland Drive
 Lake Luzerne, NY 12846

50-255/213
032293
 August 13, 2018

GLENS FALLS NATIONAL BANK
 GLENS FALLS, NY

\$ ***24,560.50**

Twenty Four Thousand Five Hundred Sixty and 50/100 Dollars

Not Valid 90 days from check date

PAY TO THE ORDER OF
 Warren County Sheriff Depart
 Attn: Civil Division
 1400 State Rt 9
 Lake George, NY 12845-9803


 Deputy Treasurer

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈032293⑈ ⑆021302554⑆ 6300303720⑈

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff's Office

DATE: 08/27/2018

- (a) Is this a Result of a Bid or Request for Proposal? **N/A**
- (b) Purpose of Contract: **Provide Law Enforcement Services within the Bolton Central School District**
- (c) Name of Contractor: **Bolton Central School District**
- (d) Address of Contractor: **26 Horicon Avenue, Bolton Landing, NY 12814**
- (e) Contractor's Contact Person and Telephone Number:
Michael Graney (Superintendent) 518-644-2400
- (f) Has or will the Contract be provided, if so, please attach: **County Attorney has contract.**
- (g) Commencement Date of Contract: **2018-2019 School Year**
- (h) Termination Date of Contract: **Upon completion of 2018-2019 School Year**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$30,000 per school year**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **WCSO will bill monthly**)
- (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: This is revenue to the County.**

**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

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff's Office

DATE: 08-27-2018

- (a) Is this a Result of a Bid or Request for Proposal? **Yes**
- (b) Purpose of Contract: **Proprietary Dealer only repairs for various Ford makes and models**
- (c) Name of Contractor: **Nemer Ford**
- (d) Address of Contractor: **323 Quaker Road Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number:
Aaron Pratt - 518-798-8834
- (f) Has or will the Contract be provided, if so, please attach: **See Bid**
- (g) Commencement Date of Contract: **Upon Execution**
- (h) Termination Date of Contract: **September 30, 2019.**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount **\$85**
 - 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.3110 441 Sheriff Law Enforcement Auto Supply and Repair****

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

WARREN COUNTY BID TABULATION SHEET

BID NO: WC 52-18 ITEM(S): PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS FORD MAKES AND MODELS DATE: AUGUST 16, 2018 TIME: 3:00 PM.	NAME & ADDRESS OF BIDDER Nemer Ford Attn: Aaron Pratt 323 Quaker Road Queensbury, NY, 12804 Ph: 518-798-8834 Fx:518-798-0166
DESCRIPTION OF ITEM	BID PRICE
Hourly Rate: Mechanic	\$85.00
Materials/Parts Furnished: Percent Mark-Up Over Cost	25 %
BID AWARDED TO:	Resolution No. xx of 2018
TERM: Commencing upon execution of Agreement and terminating September 30, 2019	
√ JULIE A. BUTLER, PURCHASING AGENT	

DATE: AUGUST 16, 2018 TIME: 3:00 P.M. PLACE: HUMAN SERVICES BUILDING
 WC 52-18 -PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS FORD MAKES AND MODELS

PROPOSAL OF Nemer Ford.
 COMPANY NAME

TO: Julie Butler, Purchasing Agent
 Warren County Human Services Building
 1340 State Route 9
 Lake George, New York 12845

The undersigned having carefully examined the specifications and having to his/her satisfaction ascertained all the facts concerning these specifications, herewith submits the following bid:

HOURLY RATE: MECHANIC	\$ <u>85.00</u>
MATERIALS/PARTS FURNISHED; PERCENT MARK-UP OVER COST: <u>OR</u>	<u>25</u> % <u>OR</u>
DISCOUNT OFF LIST PRICE:	_____ %

The vendor hereby certifies that there are no federal or state taxes included in the purchase price and that he/she is the only intermediary between manufacturer and purchaser.

DATE: 8-2-2018 FEDERAL ID# 141645092

NAME OF FIRM: Nemer Ford.

BUSINESS ADDRESS: 323 Quaker Rd Queensbury NY 12804

E-MAIL ADDRESS OF BIDDER: NemerFord@hotmail.com.

SIGNATURE OF BIDDER: [Signature]

NAME AND TITLE OF BIDDER: Aaron Pratt Service Manager.

TELEPHONE: 518-798-8834 FAX 518-798-0166

NEW BIDDERS ONLY: Please list three (3) current references, preferably school or government.

COMPANY NAME	CONTACT PERSON	PHONE #
1. <u>New York State Police</u>	<u>Trooper Mallory</u>	<u>518-565-7000</u>
2. <u>South Glens Falls Police</u>	<u>Chief Judd</u>	<u>518-792-4173</u>
3. <u>Hudson Falls Police</u>	<u>Curtis Pedone</u>	<u>518-747-4011</u>

The attached Corporate Resolution, Bidder Certification, and Iran Divestment Act form must be completed and signed and made a part of this bid proposal.

Please mark clearly on SEALED envelope - WC 52-18 Dealer Only Repairs for Ford Vehicles

DATE: AUGUST 16, 2018 TIME: 3:00 P.M. PLACE: HUMAN SERVICES BUILDING
WC 52-18 -PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS FORD MAKES AND MODELS

CORPORATE RESOLUTION

RESOLVED that Nemer Ford
(Name of Corporation)

be authorized to sign and submit the Bid, or Proposal, of this Corporation for the following project:

WC 52-18 Proprietary Dealer Only Repairs
(Title of Project)

and to include in such Bid Proposal the Certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies of misstatements in such certifies this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____
_____ Corporation at a meeting of its Board of
Directors held on the _____ Day of _____, 20____, and is still in force and
effective on this _____ Day of _____, 20_____.

(SEAL OF CORPORATION)

SECRETARY
(Signature)

DATE: AUGUST 16, 2018

TIME: 3:00 P.M.

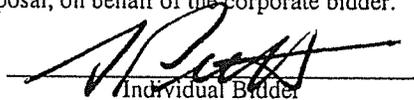
PLACE: HUMAN SERVICES BUILDING

WC 52-18 -PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS FORD MAKES AND MODELS

CERTIFICATION

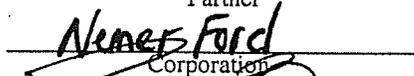
Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 675 of the Laws of 196, and further amended by Chapter 56 of the Laws of 2010, effective June 22, 2010.

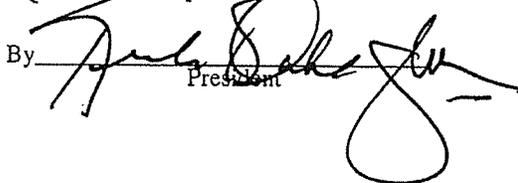
- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- © The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.


Individual Bidder

Co-Partnership

By _____
Partner


Corporation

By 
President

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: Sheriff's Office

SIGNED: 

DATE: 08-27-2018

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3110 110	Law Enforcement Salaries Regular	A.3110 120	Law Enforcement Salaries Overtime	\$25,000.00
A.3110 110	Law Enforcement Salaries Regular	A.3110 130	Law Enforcement Part-time Salaries	\$30,000.00
A.3150 110	Corrections Salaries Regular	A.3150 120	Corrections Salaries Overtime	\$50,000.00
A.3150 130	Corrections Salaries Part-Time	A.3150 120	Corrections Salaries Overtime	\$125,000.00

Please state reason for transfers requested:

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.