

FINANCE COMMITTEE
AGENDA
JANUARY 17, 2018

Committee Members: *Sokol, Simpson, Merlino, Dickinson, Strough, Beaty, Frasier, McDevitt, Geraghty, Braymer and Hyde*

- I. Committee meeting called to order by Chairman.
- II. Motion to approve minutes of prior Committee meetings.
- III. Privilege of the floor

- IV. Action Agenda
 - 1) **Request/Item to be discussed by the County Treasurer:**
Request for a new contract with Tyler Technologies in an amount not to exceed \$45,765.33 for annual maintenance and support on New World Software. (Explanation to be provided by Mike Colvin).

 - 2) **Proposed Resolutions for the January 19th Board Meeting:**
 - A) Resolution No. 25- Request for continuation of the agreement with Economic Development Corporation, Warren County, New York in an amount not to exceed \$349,000 for the purposes of promoting and publicizing the advantages of Warren County and to promote economic development, job creation and workforce development in the Warren County region.
 - B) Resolution No. 26- Request for continuation of the agreement with Adirondack Park Local Government Review Board for Warren County's share of the actual cost of operation of the Review Board, for an amount of \$7,500.
 - C) Resolution No. 27- Request for an agreement with Cornell Cooperative Extension Association of Warren County to provide youth a residential camping experience in Warren County at Skye Farm Camp, East Schroon River Road, Warrensburg, New York 12885, for an amount not to exceed \$25,000.
 - D) Resolution No. 28- Request for an agreement with Cornell Cooperative Extension Association of Warren County for educational work in Agriculture, Home Economics and 4-H for an amount not to exceed \$421,214.
 - E) Resolution No. 29- Request to authorize payment to Lake Champlain-Lake George Regional Planning Board in the amount of \$7,000 as Warren County proportionate share in conjunction with the other participating Counties of Clinton, Essex, Hamilton and Washington.
 - F) Resolution No. 30- Request to authorize payment to the Southern Adirondack Library System in the amount of \$45,000.
 - G) Resolution No. 31- Request to authorize agreement with the City of Glens Falls for capital improvements to the Coles Woods, East Field and Crandall Park Recreation Center Ice Rink for operation and maintenance or capital improvements of said facilities.
 - H) Resolution No. 32- Request to authorize continuation of contractual agreement with Adirondack North Country Association for promotional and economic development in Warren County, for an amount of \$1,500.
 - I) Resolution No. 33- Authorizing continuation of contractual relationship with the Warren County Historical Society in an amount not to exceed \$2,500.
 - J) Resolution No. 34- Request for an agreement with Warren County Local Development Corporation to perform economic development, planning, and grant and loan administration services on behalf of Warren County in an amount not to exceed \$50,000.
 - K) Resolution No. 35- Request to renew agreement with Warren County Society for the Prevention of Cruelty to Animals, Inc., to furnish and perform certain services in the prevention of cruelty to animals for an amount not to exceed \$100,000.
 - L) Resolution No. 36- Request to allocate funding earmarked for the purpose of combating aquatic invasive species in 2018 with \$150,000 of the \$250,000 being earmarked for distribution to towns having lakes located within Warren County other than Lake George.

Continued

- M) Resolution No. 37- Request for an agreement with Lake George Park Commission in an amount not to exceed \$100,000 for the Commission's 2018 boat inspection and boat washing program.
 - N) Resolution No. 38- Request to continue the contractual relationship with Lakes to Locks Passage for promotional and economic development in Warren County, for an amount of \$2,000.
- 3) **Request/Item to be Discussed by the County Attorney:**
Request to amend 283 of 2008 to increase the amount of the agreement with IBS Septic & Drain Service, Inc. to an amount not to exceed \$2,600 to account for the additional services provided in 2017 which exceeded the contract amount.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Treasurer

DATE: January 12, 2018

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Annual Maintenance and Support**
- (c) Name of Contractor: **Tyler Technologies**
- (d) Address of Contractor: **840 W. Long Lake Road, Troy, Michigan 48098**
- (e) Contractor's Contact Person and Telephone Number: **Christopher Vargo, 248-269-1000, ext 1409**
- (f) Has or will the Contract be provided, if so, please attach: **Attached**
- (g) Commencement Date of Contract: **December 1, 2017**
- (h) Termination Date of Contract: **November 30, 2018 and renews automatically for additional one year terms unless terminated in writing by either party.**
- (i) Payment Provisions:
 - i) lump sum amount **\$45,765.33**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.1325 422 Treasurer - Repair/Maint-Equipment****

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

*as listed in budget and LOGOS

Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and Client merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Agreement.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Agreement.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

Client: Warren Co., NY

By: _____

By: _____

Name: Abby Diaz

Name: _____

Title: Associate General Counsel

Title: _____

Date: _____

Date: _____



Exhibit 1 Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the applicable invoice. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with



proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any) or be capable of supporting such non-Tyler software independently; and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Received
 1/8/18
 RJJ

Invoice

Invoice No	Date	Page
045-210487	12/30/2017	1 of 1

Empowering people who serve the public®

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: Warren County, NY
 1340 State Route 9
 Lake George, NY 12845-3434

Ship To: Warren County, NY
 1340 State Route 9
 Lake George, NY 12845-3434

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
50278	102301		USD	NET30	01/29/2018

Description	Extended Price
Annual Maintenance 12.1.17-11.30.18	45,765.33

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
SUPPORT & UPDATE LICENSING - ASSET MANAGEMENT	1,975.05	100%	1,975.05
SUPPORT & UPDATE LICENSING - CONTRACT ACCOUNTING	2,304.75	100%	2,304.75
SUPPORT & UPDATE LICENSING - FM BASE SUITE	11,523.60	100%	11,523.60
SUPPORT & UPDATE LICENSING - FM REPORT WRITER	1,316.78	100%	1,316.78
SUPPORT & UPDATE LICENSING - SELF SERVICE Misc Billing & Receivables	1,975.05	100%	1,975.05
SUPPORT & UPDATE LICENSING - PURCHASING BASE	3,621.45	100%	3,621.45
SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	988.05	100%	988.05
SUPPORT & UPDATE LICENSING - EMPLOYEE EVENT TRACKING	1,975.05	100%	1,975.05
SUPPORT & UPDATE LICENSING - HR/PAYROLL REPORT WRITER	1,316.70	100%	1,316.70
SUPPORT & UPDATE LICENSING - HR BASE SUITE	7,902.40	100%	7,902.40
SUPPORT & UPDATE LICENSING - POSITION BUDGETING	988.05	100%	988.05
SUPPORT & UPDATE LICENSING - POSITION CONTROL	988.05	100%	988.05
SUPPORT & UPDATE LICENSING - TIME AND ATTENDANCE INTERFACE	3,292.80	100%	3,292.80
SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee	988.05	100%	988.05
SUPPORT & UPDATE LICENSING - SELF SERVICE eRecruit	988.05	100%	988.05
SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments)	3,621.45	100%	3,621.45

****ATTENTION****

Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	45,765.33
Sales Tax	0.00
Invoice Total	45,765.33

Warren County Board of Supervisors

RESOLUTION NO. 25 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING AGREEMENT WITH ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY, NEW YORK, FOR ECONOMIC DEVELOPMENT PROGRAM FOR 2018

RESOLVED, that Warren County, for the purposes of promoting and publicizing the advantages of Warren County and to promote economic development, job creation and workforce development in the Warren County region, continue the contractual relationship (the previous contract being authorized by Resolution No. 19 of 2017) with Economic Development Corporation, Warren County, New York, 234 Glen Street, Glens Falls, New York 12801, for a term commencing on January 1, 2018 and terminating December 31, 2018, in an amount not to exceed Three Hundred Forty-Nine Thousand Dollars (\$349,000), said funds to be expended from Budget Code A.6421 470 Warren Co. Economic Development, Contract, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreement in a form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 26 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING AGREEMENT WITH ADIRONDACK PARK LOCAL GOVERNMENT REVIEW BOARD FOR FUNDING OF OPERATING COSTS

RESOLVED, that Warren County continue the contractual relationship (the previous contract being authorized by Resolution No. 20 of 2017) with Adirondack Park Local Government Review Board, 117 Blythewood Island Road, P.O. Box 579, Chestertown, New York 12817, for Warren County's share of the actual cost of operation of the Review Board, for an amount of Seven Thousand Five Hundred Dollars (\$7,500), said funds to be expended from Budget Code A.8026 470 - A.P.A. Local Gov. Rev. Bd., Contract, for a term commencing January 1, 2018 and terminating December 31, 2018, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement in the form approved by the County Attorney, and be it further

RESOLVED, that a report of activities of the Review Board shall be made annually to the Board of Supervisors of Warren County by February 1, 2019.

Warren County Board of Supervisors

RESOLUTION NO. 27 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

**AUTHORIZING AGREEMENT WITH CORNELL COOPERATIVE
EXTENSION ASSOCIATION OF WARREN COUNTY FOR YOUTH
CAMPING PROGRAM AT SKYE FARM CAMP**

RESOLVED, that Warren County enter into an agreement with Cornell Cooperative Extension Association of Warren County, 377 Schroon River Road, Warrensburg, New York 12885, to provide youth a residential camping experience in Warren County at Skye Farm Camp, East Schroon River Road, Warrensburg, New York 12885, for an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), said funds to be expended from Budget Code A.7310 470 Youth Program 4-H Camp, Contract, for a term commencing January 1, 2018 and terminating December 31, 2018, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreement in the form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 28 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING AGREEMENT WITH CORNELL COOPERATIVE EXTENSION ASSOCIATION OF WARREN COUNTY

WHEREAS, Section 224 of the County Law authorizes the Board of Supervisors of any county in which a county extension has been organized, to appropriate such sums of money as they may deem proper for the support and maintenance of county extensions and the work thereof in that county, and

WHEREAS, the Cornell Cooperative Extension Association of Warren County organized for that purpose, cooperating with the State College of Agriculture in maintenance and support of a County Extension for this County, having an Agricultural Division, Home Economics Division and 4-H Division, and

WHEREAS, the New York State Legislature has provided funds to be expended and the New York State College of Agriculture has set aside federal funds to be expended annually in each division of said extension in each county of the State, contingent upon raising certain funds by the county, now, therefore, be it

RESOLVED, that the sum of Four Hundred Twenty-One Thousand Two Hundred Fourteen Dollars (\$421,214) is hereby appropriated for the support of the Cornell Cooperative Extension Association of Warren County for educational work in Agriculture, Home Economics and 4-H, for a term commencing January 1, 2018 and terminating December 31, 2018, to be expended in accordance with the budgets submitted to the Board of Supervisors dated August 2017, and be it further

RESOLVED, that the County Treasurer be, and hereby is, authorized and directed to pay from Budget Code A.8750 470 Agri. & Livestock - Ext. Serv., Contract to the Cornell Cooperative Extension association of Warren County four (4) equal installments, in advance, on the first day of each quarter with the exception of January, which payment shall be made January 26, 2018 as follows:

<u>DATE</u>	<u>AMOUNT</u>
January 26, 2018	\$105,303.50
April 1, 2018	\$105,303.50
July 1, 2018	\$105,303.50
September 1, 2018	\$105,303.50

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said sums to be paid to the duly elected and properly bonded Treasurer of the Cornell Cooperative Extension Association of Warren County, and be it further

RESOLVED, that Warren County continue the contractual relationship, (the previous contract being authorized by Resolution No. 22 of 2017), with the Cornell Cooperative Extension Association of Warren County, containing the above conditions and methods of payment and directing the Extension to expend such funds only for the purposes set forth in the budget of said Extension submitted to and approved by the Board of Supervisors, and in the form approved by the County Attorney, and be it further

RESOLVED, that the Extension shall make an annual report at the end of the year setting forth a true and accurate account of all receipts, expenditures, and activities of said Extension for the year 2018.

Warren County Board of Supervisors

RESOLUTION NO. 29 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING PAYMENT TO LAKE CHAMPLAIN-LAKE GEORGE REGIONAL PLANNING BOARD

WHEREAS, the General Municipal Law authorizes the board of supervisors of a county participating in a regional planning board to appropriate money for the expenses of such regional planning board, and that the county shall not be chargeable with any expense incurred by such planning board except pursuant to such appropriation, and

WHEREAS, it has been recommended that Warren County participate in the financing of the Lake Champlain-Lake George Regional Planning Board in the amount of Seven Thousand Dollars (\$7,000) as its proportionate share, in conjunction with the other participating Counties of Clinton, Essex, Hamilton and Washington, and

WHEREAS, the amount of Seven Thousand Dollars (\$7,000) has been appropriated in the Warren County budget for 2018 for such purpose, now, therefore, be it

RESOLVED, in 2018 that the Warren County Treasurer be, and hereby is, authorized and directed to pay to the Treasurer of the Lake Champlain-Lake George Regional Planning Board the amount of Seven Thousand Dollars (\$7,000), said funds to be expended from Budget Code A.8025 470 Regional Planning Board, Contract, upon receipt of a duly executed voucher for said amount, and that the Treasurer of the Regional Planning Board shall execute and deliver an official undertaking conditioned for the faithful performance of his duties and in the form approved by the governing body of each participating County.

Warren County Board of Supervisors

RESOLUTION NO. 30 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING PAYMENT TO SOUTHERN ADIRONDACK LIBRARY SYSTEM

WHEREAS, it has been recommended that Warren County participate in the joint financing of the Southern Adirondack Library System in the amount of Forty-Five Thousand Dollars (\$45,000) as its proportionate share, in conjunction with the neighboring Counties of Hamilton, Saratoga and Washington, and

WHEREAS, the amount of Forty-Five Thousand Dollars (\$45,000) has been appropriated in the Warren County budget for 2018 for such purpose, now, therefore, be it

RESOLVED, in 2018 that the Warren County Treasurer be, and hereby is, authorized and directed to pay to the bonded Treasurer of the Southern Adirondack Library System the amount of Forty-Five Thousand Dollars (\$45,000), said funds to be expended from Budget Code A.7410 469 Southern Adir. Library, Other Payments/Contributions, upon receipt of a duly executed voucher for said amount.

Warren County Board of Supervisors

RESOLUTION NO. 31 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING AGREEMENT WITH THE CITY OF GLENS FALLS FOR CAPITAL IMPROVEMENTS AND OPERATION AND MAINTENANCE FOR VARIOUS RECREATIONAL FACILITIES

RESOLVED, that Warren County enter into an agreement with the City of Glens Falls under the following terms and conditions for the year 2018:

1. the County will allocate up to Nineteen Thousand Eight Hundred Dollars (\$19,800) for capital improvements to the Coles Woods, East Field and the Crandall Park Recreation Center Ice Rink;
2. the County will allocate up to Seventy-Nine Thousand Two Hundred Dollars (\$79,200) for operation and maintenance expenses or capital improvements associated with the Coles Woods, East Field and the Crandall Park Recreation Center Ice Rink;
3. Warren County residents shall be permitted to use any facility for which County funds are provided at the same time and upon the same charges which apply to City of Glens Falls residents;
4. the City shall, on a quarterly basis, provide a voucher and invoices for payments with all supporting documentation to the County for expenditures to be reimbursed under the contract. The information to be furnished shall include the following:
 - A. the particular facility and a general description of the capital improvements and/or operation and maintenance expenditures for which reimbursement is sought;
 - B. the amount sought for reimbursement;
 - C. a statement as to whether the expenditures were incurred for improvements made and paid for in 2018; and
 - D. a certification that the reimbursement requested is for one of the facilities and in the amount provided for under the contract;
5. payment shall be made on a reimbursement basis only and only after the County receives the required documentation provided for herein;
6. all documentation for payment shall be submitted to the Clerk of the Board of Supervisors, who shall review the same for purposes of ascertaining whether the documentation provided is consistent with the requirements of this resolution, and accordingly, the contract;

*RESOLUTION No. 31 OF 2018**PAGE 2 OF 2*

7. the City shall have sixty (60) days from the date of the execution of the agreement authorized by this resolution to provide the first claims for payment for the year 2018, and shall thereafter provide claims within thirty (30) days of June 30th, September 30th, and December 30th to claim funds pursuant to the terms of the contract for the quarters prior thereto; and
8. Upon request of the Board of Supervisors a full and complete report of activities will be rendered to the Warren County Board of Supervisors for the previous year,

and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized and directed to execute an agreement with the City of Glens Falls consistent with the terms and provisions set forth in the preambles of this resolution, and in a form approved by the County Attorney, and be it further

RESOLVED, that the County Treasurer be, and hereby is, authorized to pay an amount not to exceed Nineteen Thousand Eight Hundred Dollars (\$19,800) for capital improvements to the Coles Woods, East Field and Crandall Park Recreation Center Ice Rink and Seventy-Nine Thousand Two Hundred Dollars (\$79,200) for operation and maintenance or capital improvements of said facilities, for the purposes hereinabove specified, after the same has been reviewed by the Clerk of the Board of Supervisors and approved by the County Auditor, and said funds to be expended from A.1010 470 Legislative Board - Contract.

Warren County Board of Supervisors

RESOLUTION NO. 32 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING AGREEMENT WITH ADIRONDACK NORTH COUNTRY ASSOCIATION FOR PROMOTIONAL AND ECONOMIC DEVELOPMENT

RESOLVED, that Warren County continue the contractual relationship (the previous contract being authorized by Resolution No. 26 of 2017) with Adirondack North Country Association, 67 Main Street, Suite 201, Saranac Lake, New York 12983, for promotional and economic development in Warren County, for an amount of One Thousand Five Hundred Dollars (\$1,500), said funds to be expended from Budget Code A.1010 470 Legislative Board, Contract, for a term commencing January 1, 2018 and terminating December 31, 2018, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreement in the form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 33 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING AGREEMENT WITH THE WARREN COUNTY HISTORICAL SOCIETY FOR CONTINUATION OF HISTORICAL PROGRAMS

RESOLVED, that Warren County continue the contractual relationship (the previous contract being authorized by Resolution No. 27 of 2017) with the Warren County Historical Society, 195 Sunnyside Road, Queensbury, New York 12804, with the understanding that an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) shall be used to offset costs associated with the following programs: historical programs for the public, educational programs for children, museum or public displays, collections, acquisition, inventory and preservation, research library support and technology (outreach to the public), said funds to be expended from Budget Code A.1010 470 Legislative Board, Contract, for a term commencing January 1, 2018 and terminating December 31, 2018, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreement in the form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 34 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

**AUTHORIZING AGREEMENT WITH THE WARREN COUNTY
LOCAL DEVELOPMENT CORPORATION TO ADMINISTER AND
PERFORM ECONOMIC DEVELOPMENT PROGRAMS AND
INITIATIVES, COUNTY AND COMMUNITY PLANNING
SERVICES AND GRANT/LOAN PROGRAMS**

WHEREAS, Local Law No. 2 of 2012 authorizes Warren County to enter into agreements with the Warren County Local Development Corporation to perform economic development, planning, and grant and loan administration services on behalf of Warren County, now, therefore, be it

RESOLVED, that Warren County enter into a contractual relationship with the Warren County Local Development Corporation, which contractual relationship will authorize the Warren County Local Development Corporation to administer and perform on behalf of Warren County economic development programs and initiatives, County and community planning services and grant/loan programs including micro-enterprise loan programs for a term commencing January 1, 2018 and terminating December 31, 2018 in an amount not to exceed Fifty Thousand Dollars (\$50,000), and said funds to be expended from Budget Code A.6421.0385 470 Warren Co. Economic Devel., Local Development Corporation, Contract, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute the agreement in a form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 35 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING RENEWAL OF AGREEMENT WITH WARREN COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC.

RESOLVED, that, subject to the terms hereof, Warren County continue the agreement with the Warren County Society for the Prevention of Cruelty to Animals, Inc., to furnish and perform certain services in the prevention of cruelty to animals, which include, among other things, the following: (1) making investigations of complaints made to it of cruelty to animals and taking such action as may be deemed necessary to correct any condition found to exist; (2) removing and caring for or putting up for adoption and/or destroying or otherwise disposing of abandoned and/or injured or distressed cats and/or other domestic animals and removing, caring for and/or destroying or disposing of injured or distressed wildlife; (3) inspecting all dude ranches and riding stables to require a reasonable and proper housing, feeding, care and use of horses and other animals found therein; (4) paying for expenses incurred for the cost of board, care, treatment and euthanasia of animals; and (5) retaining the services of a humane officer, as approved by the Finance Committee of the Warren County Board of Supervisors, for an amount not to exceed One Hundred Thousand Dollars (\$100,000), to be paid in accordance with the contract terms and to be expended from Budget Code A.3510 470 Control of Animals, Contract, for a term commencing January 1, 2018 and terminating December 31, 2018, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement in a form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 36 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

ALLOCATING FUNDING EARMARKED FOR COMBATING AQUATIC INVASIVE SPECIES IN PUBLICLY ACCESSIBLE WATER BODIES IN WARREN COUNTY OTHER THAN LAKE GEORGE AND AUTHORIZING INTERMUNICIPAL AGREEMENTS FOR THE YEAR 2018

WHEREAS, the Warren County Budget (as outlined in Resolution No. 457 of 2017) allocated a total of Two Hundred and Fifty Thousand Dollars (\$250,000) for the purpose of combating aquatic invasive species in 2018 with One Hundred Fifty Thousand Dollars (\$150,000) of this total being earmarked for distribution to towns having lakes located within Warren County other than Lake George, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors allocates funding to each of the following Towns to combat aquatic invasive species in publicly accessible water bodies within the respective Towns for 2018, in the amounts specified below, with \$125,000 to be paid from Budget Code A.6417 470, Tourism Occupancy, Contract, and the remaining \$25,000 to be paid from Budget Code A.1010.470 Legislative Board, Contract:

Town of Chester - \$41,666.67

Town of Horicon - \$41,666.67,

Town of Lake Luzerne - \$41,666.66 and

Town of Queensbury - \$25,000 for Glen Lake, and be it further

RESOLVED, that the Chairman of the Board of Supervisors is authorized to enter into agreements with each of the foregoing Towns in a form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 37 OF 2017

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING AGREEMENT WITH AND PAYMENT TO THE LAKE GEORGE PARK COMMISSION FOR INVASIVE SPECIES PREVENTION AND ERADICATION EFFORTS FOR LAKE GEORGE, SPECIFICALLY FOR THE COMMISSION'S 2018 BOAT INSPECTION AND BOAT WASHING PROGRAM

WHEREAS, the Warren County Budget (as outlined in Resolution No. 457 of 2017) allocated a total of Two Hundred and Fifty Thousand Dollars (\$250,000) for the purpose of combating aquatic invasive species in 2018 with One Hundred Thousand Dollars (\$100,000) of this total being earmarked for distribution to the Lake George Park Commission, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors authorizes an agreement with the Lake George Park Commission for invasive species prevention and eradication efforts for Lake George and authorize payment of One Hundred Thousand Dollars (\$100,000) to the Lake George Park Commission specifically for the Commission's 2018 boat inspection and boat washing program, and be it further

RESOLVED, that the Chairman of the Board be, and hereby is, authorized to execute an agreement for same with the Lake George Park Commission, 75 Fort George Rd., PO Box 749, Lake George, New York 12845 in an amount not to exceed One Hundred Thousand Dollars (\$100,000), in a form approved by the County Attorney, and for a term commencing upon execution and terminating when all funds have been expended and accounted for, and funding shall be expended from Budget Code A.1010 470 - Legislative Board, Contract.

Warren County Board of Supervisors

RESOLUTION NO. 38 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

AUTHORIZING AGREEMENT WITH LAKES TO LOCKS PASSAGE FOR PROMOTIONAL AND ECONOMIC DEVELOPMENT

RESOLVED, that Warren County enter into a contractual relationship with Lakes to Locks Passage, 814 Bridge Road, Crown Point, New York 12928, for promotional and economic development in Warren County, for an amount of Two Thousand Dollars (\$2,000), said funds to be expended from Budget Code A.1010 470 Legislative Board, Contract, for a term commencing January 1, 2018 and terminating December 31, 2018, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreement in the form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Buildings & Grounds

DATE: 1/12/18

- (a) Purpose of Contract Change: **To Increase Contract Amount for 2017 to Authorize Payment for Additional Services**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **283 of 2008**
- (c) Name of Contractor: **IBS Septic & Drain Service, Inc.**
- (d) Address of Contractor: **2 Lower Warren Street, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Ivan Bell (798-8194)**
- (f) Commencement Date of Extension: **1/01/2017**
- (g) Termination Date of Extension: **12/31/2017**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$2,600.**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **upon submission of invoice.**
- (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: A.1620 470 Buildings, Contract**

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

*as listed in budget and LOGOS

Warren County, NY

Accounts Payable Invoice Report

Invoice Date Range 01/01/17 - 12/31/17
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount		
Sub-Department DPW_DPW Admin DPW,DPW Administration											
Vendor 9583 - IBS SEPTIC & DRAIN SERVICE, INC.											
38192	Septic Tank Repairs, Pumped Out (Gurney Lane)	Paid by Check #240637		03/03/2017	03/15/2017	03/15/2017		03/29/2017	310.00		
38277	Pump Out / Clean Grease Interceptors 03/24/17	Paid by Check #240947		03/28/2017	03/28/2017	03/28/2017		04/12/2017	548.25		
39874	Drain Work at Airport	Paid by Check #246449		10/11/2017	11/15/2017	11/15/2017		11/29/2017	390.00		
39879	Toilet Service (Court Section Municipal Center)	Paid by Check #246449		10/11/2017	11/15/2017	11/15/2017		11/29/2017	453.75		
40273	12/1/17 Jail grease Traps & Camera	Edit		12/07/2017	12/05/2017	12/05/2017			870.35		
Vendor 9583 - IBS SEPTIC & DRAIN SERVICE, INC. Totals											
Sub-Department DPW_DPW Admin DPW,DPW Administration Totals									Invoices	5	\$2,572.35
Grand Totals									Invoices	5	\$2,572.35