

SUPPORT SERVICES COMMITTEE
COUNTY ATTORNEY AGENDA
APRIL 30, 2018

Committee Members: Supervisors Loeb, Leggett, Sokol, Hyde, Magowan, Hogan, Driscoll

- I. Committee meeting called to order by Chairman
- II. Motion to approve the minutes of the prior meeting
- III. Action Agenda/New Business Items:
 1. Resolution Request to ratify a contract between various Warren County Departments and Able Process Servers for legal service of process.
 2. Resolution Request to Enter into a contract with Nixon Peabody for legal counsel regarding the railroad
 3. Resolution Request to Write off an uncollectable Westmount Debt.
- IV. Referrals/Pending Items:

None.
- V. Discussion Items:

Possible settlement of Article 15 action.
- VI. Privilege of the Floor to discuss any additional items to come before the Committee
- VII. Motion to adjourn

Attachments:

Form 3 – New Contracts (2)

Form 20 - Miscellaneous

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: 1420 Law (County Attorney)

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? **NO**
- (b) Purpose of Contract: **to ratify the Chairman's signature on a contract engaging a process server company to serve legal process on respondents and interested parties in a court proceeding**
- (c) Name of Contractor: **Able Process Servers LLC**
- (d) Address of Contractor: **PO Box 2595, Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number: **Dan Clothier, 518-636-3092**
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **4/15/18**
- (h) Termination Date of Contract: **open-ended**
- (i) Payment Provisions:
 - i) lump sum amount **per contract specifications**
 - 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. **Per each service**)
- (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.1420 440 Law(County Attorney) - Legal/Transcript Fees****

**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

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, is made by and between the COUNTY OF WARREN ("County"), a municipal corporation of the State of New York, having a principal place of business located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, and ABLE PROCESS SERVERS LLC ("Provider"), with a mailing address of Post Office Box 2595, Glens Falls, New York 12804.

1. The County and the Provider agree that the Provider shall perform Process Service for the County at the following rates:

- Within Warren County: Individual service including properly executed Affidavits of Service - not to exceed \$200 each
- Counties that are contiguous to Warren County: Individual service including properly executed Affidavits of Service - not to exceed \$300 each
- Additional fees for multiple service attempts, same day service, personal delivery of affidavits and other reasonable charges as may be agreed upon - not to exceed \$200 each

2. In consideration of the services to be provided by the Provider, the County shall pay the Provider according to the terms and subject to the conditions set forth as above. The County shall not be liable to the Provider for any additional work or other services and/or expenses unless otherwise agreed to in writing by the County. The County shall make payments within thirty (30) days after each time the services have been completed and an invoice has been received.

3. Relationship of the parties:

a. The relationship of the Provider to the County, individually, arising out of this Agreement shall be that of an independent contractor. The Provider, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither Provider, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, disability coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

b. All personnel of the Provider shall be within the employ of Provider, which alone shall be responsible for their work, direction and

compensation. Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, liabilities or obligations of the Provider or any person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, disability coverage, and workers' compensation, and Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.

4. Federal and State Requirements

a. The Provider shall comply with any required equal opportunity requirements of grants or state or federal law and with Article 15 of the Executive Law of the State of New York (also known as the Human Rights Law) and all other federal and state statutory and constitutional non-discrimination provisions.

b. The Provider represents that he has all necessary or required licenses required by Federal or State Law and is in compliance with any requirements thereof or will have such licenses and be in compliance before work shall commence under this agreement.

c. The Provider shall comply with all applicable labor laws including all wage and hour laws.

5. The Provider shall indemnify, defend and hold the County harmless from and against any claim, liability, loss or damage, including reasonable attorney's fees, arising by reason of the death or bodily injury of persons, injury to property or other loss or damage resulting or arising, without limitation, from Provider's providing the services or products described in Item 1 of this Agreement.

6. This Agreement shall commence April 15, 2018 and shall remain in force and in effect unless amended by mutual agreement of the parties or until terminated by either party with or without cause with thirty (30) days prior written notice. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

7. Compliance with Executive Order #38. The Provider is hereby advised of the existence of New York State Executive Order #38, If the Provider is a covered provider under Executive Order #38, Provider may be subject to certain financial reporting obligations with New York State under Executive Order #38 and regulations promulgated thereunder. Information about Executive Order # 38 can be obtained at <http://executiveorder38.ny.gov>.

8. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by mail or overnight delivery to the party's address stated above.

With a copy (which shall not constitute notice) to:

Office of the County Attorney
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845

9. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

COUNTY OF WARREN



Warren County Attorney

By: _____
RONALD F. CONOVER, CHAIRMAN
Board of Supervisors

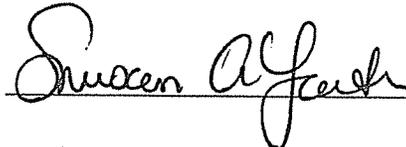
Date _____

ABLE PROCESS SERVERS LLC

By: 

Daniel Clothier, Owner

Date: 4/23/18

WITNESS: 

Print Name: Susan A Yarter

Date: 4/23/18

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: 1420 Law (County Attorney)

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? **NO**
- (b) Purpose of Contract: **to provide legal counsel for litigation with Saratoga and North Creek Railway, LLC**
- (c) Name of Contractor: **Nixon Peabody LLC**
- (d) Address of Contractor: **40 Fountain Plaza, Suite 500, Buffalo, NY 14202-2224**
- (e) Contractor's Contact Person and Telephone Number: **Susan C. Roney, 716-853-8101**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **TBD**
- (h) Termination Date of Contract: **open-ended**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount **\$395/hr plus travel & court appearances**
 - iii) total amount not to exceed **\$40,000**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **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: **A.1420 440 Law(County Attorney) - Legal/Transcript Fees****

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

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: 1420 - Law (County Attorney)

DATE: 4/30/18

- (a) Purpose of Request: **To Charge-off uncollectable Westmount Receivables**
- (b) Details: **to be discussed**
- (c) Previous Resolution Number: **219/2011**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **A.4530 _____, Public Nursing Home _____**
\$ _____

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

* as listed in budget and LOGOS