

FINANCE COMMITTEE  
AGENDA  
APRIL 5, 2019

**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. Action Agenda
  - 1) **Request for transfer of funds as attached for Committee approval.**
  - 2) **Items/Requests to be Discussed by the County Treasurer:**
    - A) Request to amend an existing contract to change the name of the vendor from Hay Group Inc. to Korn Ferry due to a merger and to change the termination date for the contract to December 31, 2020.
    - B) Request to authorize the Chairman of the Board to sign an agreement with NYCLASS which will allow the County Treasurer to invest County funds with NYCLASS.
  - 3) **Referrals from the Economic Growth & Development Committee, *Planning:***

Request to establish Capital Project H383, *Schroon Lake Invasive Species Prevention & Control Program*, in the amount of \$386,334.
  - 4) **Referral from the Environmental Concerns & Real Property Tax Services Committee, *Real Property:***

Request to appropriate funds in the amount of \$10,000 from the Environmental Testing Reserve Fund (A.893.00) to Budget Code A.1355 470, *Real Property Tax Services, Contract*, to cover the cost of paying the New York State Department of Environmental Conservation for clean up/tank removal on Town of Chester Tax Map Parcel No. 104.10-4-5 (*Thermo-Home, Inc.*)
  - 5) **Referral from the Health, Human & Social Services Committee, *Public Health:***

Request to amend the County Budget in the amount of \$1,500 to reflect additional funding from the Adirondack Health Institute's Population Health Improvement Program Healthy Community Design Project to benefit families participating in the WIC Program.
  - 6) **Referral from the Public Works Committee:**

***DPW-***
    - A) Request to increase Capital Project H375, *Thirteenth Lake Road Culvert Replacement*, in the amount of \$813,700.
    - B) Request to establish Capital Project H.384, *CR 11 over Finkle Brook Culvert Replacement*, in the amount of \$778,760.
    - C) Request to establish Capital Project H385, *CR 32 over Bennie Brook Culvert Replacement*, in the amount of \$973,636.
    - D) Request to establish the following new Road Projects: D.5112.8302, *2019 CR #3 Warrensburg Road*, in the amount of \$327,787.64; D.5112.8303, *2019 CR #49 Coolidge Hill Road*, in the amount of \$384,748.03; and D.5112.8304, *2019 CR # 13, Glen Athol Road*, in the amount of \$420,000.
    - E) Request to appropriate funds in the amount of \$547,000 from the General Fund Unappropriated Surplus to the County Road Fund to pay for the additional 2019 Road Projects and to authorize the appropriation of funds in the amount of \$502,000 from the General Fund Unappropriated Surplus to the DPW Road Machinery Fund to pay for the purchase of additional equipment.***Parks, Recreation & Railroad-***
    - F) Request for a transfer of funds Contingent Account in the amount of \$7,500 to cover the cost of the utility bills for the County Railroad.

*Continued*

7) **Referral from the Support Services Committee, Board of Elections:**

Request to establish a Reserve Fund in the amount of \$84,000 to fund the future purchase of Election Equipment and authorizing the appropriation of funds in the amount of \$84,000 from the General Fund Unappropriated Surplus to provide funding for same.

8) **Requests/Items to be Discussed by the County Administrator:**

- A) Journal Reports of transfers approved by the County Administrator staff during February of 2019.
- B) Request for transfer of funds in the amount of \$1,174.48 from Budget Code A.1910 470, *Unallocated Insurance, Ins- General Liability*, to Budget Code A.1910 470, *Unallocated Insurance, Contract*, and for a transfer of funds in the amount of \$7,825.52 from the Contingent Account, to Budget Code A.1910 470, *Unallocated Insurance, Contract*, to cover the cost of the agreement with OneGroup to provide property and casualty insurance consulting services.
- C) Request to appropriate funds in the amount of \$11,365.01 from the Westmount Legacy Reserve to pay miscellaneous fees and expenses and to authorize payment to NYS OMIG/RAC due to overpayment of claims.

9) **Requests/Items to be Discussed by the County Attorney:**

Request to authorize a settlement agreement in the amount of \$6,465 to be paid in monthly installments of \$200 per month for skilled nursing services for a resident at the former Westmount Health Facility.

- 10) Finance Committee action is required on the following items approved by the Personnel & Higher Education Committee: Personnel & Higher Education Committee Agenda Items 3A and 4.

IV. **Pending Items:**

*No items this month.*

V. Privilege of the Floor

VI. Motion to Adjourn

REQUEST FOR TRANSFER OF FUNDS

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

FROM Department of Public Works

Name of Department

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

3/19/2019

FROM CODE	TITLE	TO CODE	TITLE	AMOUNT
D.5112.8231	280 Co Roads, 2015 CR#29 Peaceful Valley Rd, Projects	D.5112.8290	280 Co Roads, 2019 CR 15 East Shore Drive Projects	\$ 341.70
D.5112.8231	860 Co Roads, 2015 CR#29 Peaceful Valley Rd, Hospitalization	D.5112.8290	280 Co Roads, 2019 CR 15 East Shore Drive Projects	\$ 221.04
D.5112.8233	280 Co Roads, 2015 CR#66 Country Club Rd, Projects	D.5112.8290	280 Co Roads, 2019 CR 15 East Shore Drive Projects	\$ 38.65
D.5112.8233	831 Co Roads, 2015 CR#66 Country Club Rd, Medicare	D.5112.8290	280 Co Roads, 2019 CR 15 East Shore Drive Projects	\$ 421.90
D.5112.8233	860 Co Roads, 2015 CR#66 Country Club Rd, Hospitalization	D.5112.8290	280 Co Roads, 2019 CR 15 East Shore Drive Projects	\$ 631.94
D.5112.8233	865 Co Roads, 2015 CR#66 Country Club Rd, Dental Insurance	D.5112.8290	280 Co Roads, 2019 CR 15 East Shore Drive Projects	\$ 0.90
D.5112.8235	280 Co Roads, 2016 CR#76 Dartmouth Road, Projects	D.5112.8290	280 Co Roads, 2019 CR 15 East Shore Drive Projects	\$ 6,520.64
D.5112.8237	280 Co Roads, 2016 CR#55 Valentine Pond Rd Projects	D.5112.8290	280 Co Roads, 2019 CR 15 East Shore Drive Projects	\$ 63.92
D.5112.8238	280 Co Roads, 2016 CR#10 Schroon River Road Projects	D.5112.8290	280 Co Roads, 2019 CR 15 East Shore Drive Projects	\$ 175.89
D.5112.8239	280 Co Roads, 2016 CR#76 Murray Road Projects	D.5112.8290	280 Co Roads, 2019 CR 15 East Shore Drive Projects	\$ 16,450.92
D.5112.8239	280 Co Roads, 2016 CR#76 Murray Road Projects	D.5112.8292	280 Co Roads, 2019 CR 29 Peaceful Valley Road Projects	\$ 6,870.34
D.5112.8239	421 Co Roads, 2016 CR#76 Murray Road Equipment Rental	D.5112.8292	280 Co Roads, 2019 CR 29 Peaceful Valley Road Projects	\$ 0.62
D.5112.8241	280 Co Roads, 2016 CR#72 Garnet Lake Rd Projects	D.5112.8292	280 Co Roads, 2019 CR 29 Peaceful Valley Road Projects	\$ 3,499.90
D.5112.8241	280 Co Roads, 2016 CR#72 Garnet Lake Rd Projects	D.5112.8293	280 Co Roads, 2019 CR 73 Gore Mountain Rd Projects	\$ 7,151.51
D.5112.8242	280 Co Roads, 2016 CR#36 Valley Road Projects	D.5112.8293	280 Co Roads, 2019 CR 73 Gore Mountain Rd Projects	\$ 321.59
D.5112.8244	280 Co Roads, 2016 CR#19 Olmsteadville Rd Projects	D.5112.8293	280 Co Roads, 2019 CR 73 Gore Mountain Rd Projects	\$ 52,822.98
D.5112.8245	280 Co Roads, 2016 CR#73 Gore Mountain Projects	D.5112.8293	280 Co Roads, 2019 CR 73 Gore Mountain Rd Projects	\$ 403.28
D.5112.8246	280 Co Roads, 2016 CR#8 Friends Lake Rd Projects	D.5112.8293	280 Co Roads, 2019 CR 73 Gore Mountain Rd Projects	\$ 1,768.52
D.5112.8247	280 Co Roads, 2016 CR#21 West Hague Rd Projects	D.5112.8293	280 Co Roads, 2019 CR 73 Gore Mountain Rd Projects	\$ 2,281.47
D.5112.8248	280 Co Roads, 2016 CR#11B Valley Woods Rd Projects	D.5112.8293	280 Co Roads, 2019 CR 73 Gore Mountain Rd Projects	\$ 759.79
D.5112.8248	280 Co Roads, 2016 CR#11B Valley Woods Rd Projects	D.5112.8295	280 Co Roads, 2019 CR 44 Main & Mill Street Projects	\$ 43.99
D.5112.8249	280 Co Roads, 2016 CR#28 Corinth Road Projects	D.5112.8295	280 Co Roads, 2019 CR 44 Main & Mill Street Projects	\$ 6,611.22
D.5112.8250	280 Co Roads, 2016 CR#16 Bay Road Projects	D.5112.8295	280 Co Roads, 2019 CR 44 Main & Mill Street Projects	\$ 1.57
D.5112.8251	280 Co Roads, 2016 CR#35 Diamond Point Rd Projects	D.5112.8295	280 Co Roads, 2019 CR 44 Main & Mill Street Projects	\$ 2,014.72
D.5112.8251	280 Co Roads, 2016 CR#35 Diamond Point Rd Projects	D.5112.8296	280 Co Roads, 2019 CR 52 Queensbury Avenue Projects	\$ 1,599.53
D.5112.8252	280 Co Roads, 2016 CR#11 Bolton Landing/Riverb Projects	D.5112.8296	280 Co Roads, 2019 CR 52 Queensbury Avenue Projects	\$ 18,572.81
D.5112.8252	831 Co Roads, 2016 CR#11 Bolton Landing/Riverb Medicare Contribution	D.5112.8296	280 Co Roads, 2019 CR 52 Queensbury Avenue Projects	\$ 0.40
D.5112.8253	280 Co Roads, 2016 CR#45 Water Street Projects	D.5112.8296	280 Co Roads, 2019 CR 52 Queensbury Avenue Projects	\$ 2,774.76
D.5112.8253	421 Co Roads, 2016 CR#45 Water Street Equipment Rental	D.5112.8296	280 Co Roads, 2019 CR 52 Queensbury Avenue Projects	\$ 897.84
D.5112.8254	280 Co Roads, 2016 CR#10 Schroon River Road Projects	D.5112.8296	280 Co Roads, 2019 CR 52 Queensbury Avenue Projects	\$ 174.76
D.5112.8255	110 Co Roads, 2017 CR#16 East River Drive Salaries - Regular	D.5112.8296	280 Co Roads, 2019 CR 52 Queensbury Avenue Projects	\$ 18.00
				\$ 133,457.10

FROM CODE	TITLE	TO CODE	TITLE	AMOUNT
A.1990	439 Contingent Fund			

Please state reason for transfer request:

REQUEST FOR TRANSFER OF FUNDS

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

FROM Department of Public Works

Name of Department

SIGNED: \_\_\_\_\_ DATE: 3/21/2019

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
D.5112.8255	280 Co Roads, 2017 CR#16 East River Drive Projects	D.5112.8296	280 Co Roads, 2019 CR 52 Queensbury Ave Projects	\$ 7,007.16
D.5112.8256	280 Co Roads, 2017 CR#10 Schroon River Road Projects	D.5112.8296	280 Co Roads, 2019 CR 52 Queensbury Ave Projects	\$ 4,039.00
D.5112.8257	280 Co Roads, 2017 CR#55 Valentine Pond Rd Projects	D.5112.8296	280 Co Roads, 2019 CR 52 Queensbury Ave Projects	\$ 23,280.60
D.5112.8257	280 Co Roads, 2017 CR#55 Valentine Pond Rd Projects	D.5112.8297	280 Co Roads, 2019 CR 58 West Mountain Road Projects	\$ 4,643.68
D.5112.8258	110 Co Roads, 2017 CR#72 Garnet Lake Road Salaries - Regular	D.5112.8297	280 Co Roads, 2019 CR 58 West Mountain Road Projects	\$ 0.46
D.5112.8258	280 Co Roads, 2017 CR#72 Garnet Lake Road Projects	D.5112.8297	280 Co Roads, 2019 CR 58 West Mountain Road Projects	\$ 45,036.20
D.5112.8258	421 Co Roads, 2017 CR#72 Garnet Lake Road Equipment Rental	D.5112.8297	280 Co Roads, 2019 CR 58 West Mountain Road Projects	\$ 3,786.96
D.5112.8259	280 Co Roads, 2017 CR#36 Valley Road Projects	D.5112.8297	280 Co Roads, 2019 CR 58 West Mountain Road Projects	\$ 33,948.65
D.5112.8259	865 Co Roads, 2017 CR#36 Valley Road Dental Insurance	D.5112.8297	280 Co Roads, 2019 CR 58 West Mountain Road Projects	\$ 0.11
D.5112.8260	280 Co Roads, 2017 CR#4 Athol Road Projects	D.5112.8297	280 Co Roads, 2019 CR 58 West Mountain Road Projects	\$ 11,478.98
D.5112.8260	280 Co Roads, 2017 CR#4 Athol Road Projects	D.5112.8299	280 Co Roads, 2019 CR 40 Golf Course Road	\$ 15,175.08

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 439	Contingent Fund			

Please state reason for transfer request:  
Please file original request with Clerk of the Board and retain copy for your records.

REQUEST FOR TRANSFER OF FUNDS

REVISED 4/3/19

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

FROM Department of Public Works

Name of Department

SIGNED: \_\_\_\_\_ DATE: 3/19/2019

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
D.5112.8287	280 Co Roads, 2019 CR#65 Knapp Hill Road Projects	D.5112.8276	280 Co Roads, 2018 CR 78 13th Lake Road Projects	\$3,354.46
D.5112.8291	280 Co Roads, 2019 CR#37 Beavor Pond Projects	D.5112.8276	280 Co Roads, 2018 CR 78 13th Lake Road Projects	\$ 2,654.86
D.5112.8291	280 Co Roads, 2019 CR#37 Beavor Pond Projects	D.5112.8286	280 Co Roads, 2019 CR 8 Friends Lake Road Projects	\$ 14,909.21
D.5112.8291	280 Co Roads, 2019 CR#37 Beavor Pond Projects	D.5112.8289	280 Co Roads, 2019 CR 21 New Hague Road Projects	\$ 5,720.28
D.5112.8231	280 Co Roads, 2015 CR#29 Peaceful Valley Rd Projects	D.5112.8289	280 Co Roads, 2019 CR 21 New Hague Road	\$ 1,436.92
				\$28,075.73

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 439	Contingent Fund			

Please state reason for transfer request:

REQUEST FOR TRANSFER OF FUNDS

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

FROM Department of Public Works  
Name of Department

SIGNED: \_\_\_\_\_ DATE: 3/25/2019

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
D.5110	465 Co Roads, Maintenance of Roads Road/Bridge Materials	D.5142	410 Co Roads, Snow Removal - County Supplies	\$70,000
D.5110	110 Co Roads, Maintenance of Roads Salaries - Regular	D.5142	110 Co Roads, Snow Removal - County Salaries - Regular	\$ 1,499.96
D.5020	110 Co Roads, Engineering Salaries - Regular	D.5020	120 Co Roads, Engineering Salaries - Overtime	\$ 28.06
A.1628	110 General, Waste Management Containment Salaries - Regular	A.1628	120 General, Waste Management Containment Salaries - Overtime	\$ 5.80

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 439	Contingent Fund			

Please state reason for transfer request: Additional Salt for Roads & Various Overtime

Please file original request with Clerk of the Board and retain copy for your records.

REQUEST FOR TRANSFER OF FUNDS

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

FROM Department of Public Works

Name of Department

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

3/19/2019

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
D.5112.8275	860 Co Roads, 2018 CR#76 Dartmount Rd Hospitalization	D.5112.8275	865 Co Roads, 2018 CR#76 Dartmount Rd Dental Insurance	\$ 26.27
D.5112.8275	860 Co Roads, 2018 CR#76 Dartmount Rd Hospitalization	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 18.81
D.5112.8277	280 Co Roads, 2018 CR#4 High Street Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 31,361.02
D.5112.8277	280 Co Roads, 2018 CR#4 High Street Projects	D.5112.8303	280 Co Roads, 2019 CR 49 Coolidge Hill Road Projects	\$ 1,431.41
D.5112.8277	860 Co Roads, 2018 CR#4 High Street Hospitalization	D.5112.8303	280 Co Roads, 2019 CR 49 Coolidge Hill Road Projects	\$ 31.63
D.5112.8277	865 Co Roads, 2018 CR#4 High Street Dental Insurance	D.5112.8303	280 Co Roads, 2019 CR 49 Coolidge Hill Road Projects	\$ 33.14
D.5112.8278	280 Co Roads, 2018 CR#68 Landon Hill Road Projects	D.5112.8303	280 Co Roads, 2019 CR 49 Coolidge Hill Road Projects	\$ 56,814.40
D.5112.8280	280 Co Roads, 2018 CR#60 Old Stage Road Projects	D.5112.8303	280 Co Roads, 2019 CR 49 Coolidge Hill Road Projects	\$ 58,702.51
D.5112.8282	280 Co Roads, 2018 CR#74 Atateka Road Projects	D.5112.8303	280 Co Roads, 2019 CR 49 Coolidge Hill Road Projects	\$ 36,270.12
D.5112.8283	280 Co Roads, 2018 CR#3 Warrensburg Road Projects	D.5112.8303	280 Co Roads, 2019 CR 49 Coolidge Hill Road Projects	\$ 80,804.30
D.5112.8284	280 Co Roads, 2018 CR#36 Valley Road Projects	D.5112.8303	280 Co Roads, 2019 CR 49 Coolidge Hill Road Projects	\$ 23,660.22
D.5112.8284	810 Co Roads, 2018 CR#36 Valley Road Retirement	D.5112.8303	280 Co Roads, 2019 CR 49 Coolidge Hill Road Projects	\$ 0.30
D.5112.8284	280 Co Roads, 2018 CR#36 Valley Road Projects	D.5112.8284	865 Co Roads, 2018 CR#36 Valley Road Dental Insurance	\$ 0.51
				\$289,127.86

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 439	Contingent Fund			

Please state reason for transfer request:  
Please file original request with Clerk of the Board and retain copy for your records.

REQUEST FOR TRANSFER OF FUNDS

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

FROM Department of Public Works

Name of Department

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

3/19/2019

FROM CODE	TITLE	TO CODE	TITLE	AMOUNT
D.5112.8260	280 Co Roads, 2017 CR#4 Athol Road Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 20,349.80
D.5112.8260	860 Co Roads, 2017 CR#4 Athol Road Hospitalization	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 173.70
D.5112.8261	280 Co Roads, 2017 CR#22 Harrisburg Road Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 9,992.56
D.5112.8262	280 Co Roads, 2017 CR#30 Schroon River Rd Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 25,621.13
D.5112.8263	280 Co Roads, 2017 CR#3 Warrensburg Rd Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 46,434.85
D.5112.8264	280 Co Roads, 2017 CR#13 Glen Athol Road Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 2,202.54
D.5112.8265	280 Co Roads, 2017 CR#8 Friends Lake Road Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 4,730.01
D.5112.8266	280 Co Roads, 2017 CR#76 Dartmouth Rd Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 44,319.78
D.5112.8268	280 Co Roads, 2017 CR#11 Valley Woods Rd Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 1,247.04
D.5112.8268	860 Co Roads, 2017 CR#11 Valley Woods Rd Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 78.81
D.5112.8269	280 Co Roads, 2017 CR#3 Warrensburg Rd Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 38,183.01
D.5112.8270	280 Co Roads, 2017 CR#11 Horicon Avenue Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 14,715.48
D.5112.8270	860 Co Roads, 2017 CR#11 Horicon Avenue Hospitalization	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 19.85
D.5112.8272	860 Co Roads, 2017 CR#10 Schroon River Road Hospitalization	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 94.41
D.5112.8273	280 Co Roads, 2018 CR#55 Valentine Pond Rd Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 72,593.67
D.5112.8273	860 Co Roads, 2018 CR#55 Valentine Pond Rd Hospitalization	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 38.69
D.5112.8273	865 Co Roads, 2018 CR#55 Valentine Pond Rd Dental Insurance	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 0.07
D.5112.8275	280 Co Roads, 2018 CR#76 Dartmount Rd Projects	D.5112.8302	280 Co Roads, 2019 CR 3 Warrensburg Road Projects	\$ 15,612.41
				\$ 296,407.81
FROM CODE	TITLE	TO CODE	TITLE	AMOUNT
A.1990.439	Contingent Fund			

Please state reason for transfer request:  
Please file original request with Clerk of the Board and retain copy for your records.

**RESOLUTION REQUEST FORM NO. 4*****Request for Extending, Rescinding or Amending Existing Contract***

DEPARTMENT NAME: Treasurer

DATE: March 19, 2019

- (a) Purpose of Contract Change: **Reflect vendor name change due to merger - vendor should be changed from Hay Group, Inc to Korn Ferry. Also, the termination date of the extension should be changed to December 31, 2020 since the last year that the extension covers is 2019 and the work will not be finalized until 2020.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **Resolution # 615 of 2013**
- (c) Name of Contractor: **Korn Ferry**
- (d) Address of Contractor: **12012 Sunset Hills Road, Suite 920, Reston, VA 20190**
- (e) Contractor's Contact Person and Telephone Number: **Zoe Williams, (703) 841-**
- 3101
- (f) Commencement Date of Extension:
- (g) Termination Date of Extension: **December 31, 2020**
- (h) Payment Provisions: i) lump sum amount **2019 - \$0**  
 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 Sxx.xx  
 Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

\*as listed in budget and LOGOS

**RESOLUTION REQUEST FORM NO. 3*****Request for New Contract***

DEPARTMENT NAME: Treasurer

DATE: March 26, 2019

- (a) Is this a Result of a Bid or Request for Proposal?  
NO
- (b) Purpose of Contract:  
To allow Chairman of the Board to sign an agreement with NYCLASS which will allow County Treasure to invest county funds with NYCLASS
- (c) Name of Contractor:  
NYCLASS
- (d) Address of Contractor: 717 17th Street Suite 1850, Denver Colorado 80202
- (e) Contractor's Contact Person and Telephone Number:  
Len Derway, 917-794-2670
- (f) Has or will the Contract be provided, if so, please attach:  
Attached is Cooperation Resolution and Municipal Cooperation Agreement
- (g) Commencement Date of Contract:  
April 22, 2019
- (h) Termination Date of Contract:  
None
- (i) Payment Provisions: i) lump sum amount **No Payments**  
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:  
None

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

**Municipal Cooperation Resolution**

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o ("Section 119-o" empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts] to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

WHEREAS, the \_\_\_\_\_ (entity name) wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 14, 2014;

WHEREAS, the \_\_\_\_\_ (entity name) wishes to assure the safety and liquidity of its funds;

Now, therefore, it is hereby resolved as follows:

That \_\_\_\_\_ (key contact name) is hereby authorized to execute and deliver the Cooperative Investment Agreement in the name of and on behalf of \_\_\_\_\_ (entity name).

\_\_\_\_\_  
Signature of Key Contact

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

NYCLASS  
MUNICIPAL COOPERATION AGREEMENT

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Cooperative Liquid Assets Securities System

MUNICIPAL COOPERATION AGREEMENT  
Pursuant to New York General Municipal Law,  
Articles 3-A and 5-G

AMENDED AND RESTATED

AS OF MARCH 14, 2014

Among

THE DISTRICTS AND MUNICIPAL CORPORATIONS  
THAT HAVE ADOPTED THIS AGREEMENT

as Participants

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NYCLASS  
MUNICIPAL COOPERATION AGREEMENT

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MUNICIPAL COOPERATION AGREEMENT made pursuant to New York General Municipal Law, Articles 3-A and 5-G (collectively, the "Act"), amended and restated as of October 20, 1999 and further amended April 23, 2012, by and among the Village of Potsdam and each district and municipal corporation, as defined in the Act, that enters into this Agreement pursuant to the Section 8.1. hereof (collectively, together with the Village of Potsdam, the "Participants").

WITNESSETH:

WHEREAS, each Participant wishes to invest a certain portion of its available investment funds in cooperation with the other Participants in one or more of the several investment funds to be created herein to enhance its investment returns, assure the safety and liquidity of its invested funds and strictly limit its potential liability under or in connection with this Agreement;

WHEREAS, each Participant is a district (including, but not limited to, a school district or a board of cooperative educational services) or municipal corporation as defined in Section 119-n of the Act;

WHEREAS, the Act empowers districts and municipal corporations to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

WHEREAS, this Agreement has been approved by a majority vote of the voting strength of the governing body of each Participant or certified by the chief fiscal officer of a Participant as approved by such Participant; and

WHEREAS, each Participant has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda and obtained all necessary consents of government agencies and has satisfied all other requirements applicable to the making of contracts;

WHEREAS, the Participants include all of the Participants under the Municipal Cooperation Agreement made pursuant to New York General Municipal Law, Article 5-G, Section 119-o, as of September 19, 1989, amended and restated as of July 20, 1992, amended and restated as of October 30, 1999, and as amended April 23, 2012, by and among the Participants which have approved this amendment and restatement thereof and additional districts and municipal corporations which have determined to enter into this Agreement subsequent to the date of its amendment and restatement;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each Participant hereby acts and agrees (but without prejudice to any rights previously accrued pursuant to the Agreement as heretofore in effect) as follows:

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ARTICLE I.  
DEFINITIONS

"Administrator" means any Person or Persons appointed, employed or contracted with by the Governing Board pursuant to Section 4.4 (b) hereof.

"Affiliate" means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Balance" for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash contributions by such Participant, cash payments to such Participants, expenses and investment results.

"Business Day" means a day on which banks are not required or authorized by law to close in New York City.

"Chief Fiscal Officer" or "Fiscal Officer" of a Participant means, at any time, the fiscal officer of such Participant who is, at such time, charged by such Participant with the custody, investment and administration of funds. For purposes of this Agreement, each Participant shall be deemed at any time to have only a single Fiscal Officer.

"Cooperative Investment Agreement" or "Agreement" means this temporary investment of moneys by more than one municipal corporation pursuant to a Municipal Corporation Agreement entered into in accordance with the provisions of the Act.

"Contribution Procedures" means the procedures for making contributions to the Investment Property adopted from time to time by the Governing Board.

"Custodian" means any Person or Persons appointed, employed or contracted with the Lead Participant pursuant to Section 3.3 (b) hereof.

"Custody Agreement" means the agreement between the Lead Participant and a Custodian as the same may be amended from time to time.

"Fund" means a group or category of Permitted Investments established, maintained and liquidated from time to time by the Chief Fiscal Officer pursuant to the Services Agreement and the Custody Agreement.

"Governing Board" shall administer the provisions of this Agreement and has the powers set forth in Article IV hereof.

"Investment Advisor" means any Person or Persons appointed, employed or contracted with by the Governing Board pursuant to Section 4.4 (b) hereof

"Investment Policy" means the investment policy related to a Fund and the auditing procedures set forth in Exhibit A as the same may be amended from time to time pursuant to Section 11.2 hereof.

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"Irrevocable Letter of Credit" means an irrevocable letter of credit issued in favor of every Participant in the Agreement by a bank whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

"Investment Liability" means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Agreement.

"Joint Agreement" means any agreement entered into by the Governing Board pursuant to this Agreement.

"Investment Property" means any and all property, real, personal or otherwise, tangible or intangible, comingled within a Fund, which is transferred, conveyed or paid to the account of the Lead Participant by any Participant pursuant to Section 2.2 or 2.3 hereof and all proceeds, income, profits and gains therefrom that have not been distributed to a Participant pursuant to Section 2.5 hereof, used to discharge a Liability or offset by losses and expenses.

"Investment Property Value" means the value of any Investment Property net of the amount of the Investment Liabilities as determined pursuant to Section 2.4 hereof and the Valuation Procedures.

"Laws" means common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established-by any thereof.

"Lead Fiscal Officer" means, at any time, the Fiscal Officer of the Lead Participant at such time.

"Lead Participant" means any Participant that consents to acting as Lead Participant, but solely in its capacity as Lead Participant hereunder, and not individually, that is nominated as Lead Participant and is appointed by a majority of the Governing Board and is appointed by an amendment hereto as provided in Section 11.2.

"Payment Procedures" means the procedures for requesting payments out of the one or more of the Funds as adopted from time to time by the Governing Board.

"Permitted Investments" means the types of investments set forth under the heading "Legally Permitted Investments" in Exhibit A hereto, as the same may from time to time be amended in accordance with this Agreement and held, unless registered, only in a bank or trust company located and authorized to do business in the State in United States funds and United States currency, and no investment shall be held in a foreign bank, a foreign country or a foreign branch of the Custodian or in a United States bank's office or branch located in a foreign country.

"Person" means any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department or agency of any government.

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"Services Agreement" means the agreement between the Governing Board and the Administrator and/or Investment Advisor, as the same may be amended from time to time, providing for administrative and investment advisory services to the Governing Board.

"Total Balances" means the aggregate total of the Participants' Balances within a Fund.

"Valuation Procedures" means the procedures for determining the Investment Value adopted from time to time by the Governing Board.

ARTICLE II.  
CONTRIBUTIONS, ADJUSTMENTS AND PAYMENTS

2.1. General. Except as otherwise provided in this Agreement:

(a) no Participant shall have any beneficial interest in the Investment Property, including earnings;

(b) no Participant can be called upon to share or assume any Investment Liabilities, including losses in connection with the Investment Property, or suffer an assessment of any kind by virtue of its being a Participant;

(c) no Participant is entitled to any preference, preemptive, appraisal, conversion or exchange rights of any kind in connection with this Agreement or the Investment Property;

(d) no Participant shall have any right to call for any partition or division of any Investment Property; and

(e) each Participant's rights under this Agreement shall be personal property giving only the rights specifically set forth in this Agreement.

2.2. Cash Contributions. Unless otherwise determined by the Governing Board, each Participant may, from time to time, increase its Balance by making a payment to the Custodian for the account of the Lead Participant in accordance with the Contribution Procedures. Each time that a Participant makes such a payment, its Balance shall be increased (as of the time specified in the Contribution Procedures) by the amount of such payment. The minimum amount that may be contributed pursuant to this section 2.2 at any one time shall be the minimum contribution specified in the Contribution Procedures.

2.3. Other Contributions. Each Participant may, from time to time, if previously approved by the Governing Board, transfer to the Custodian, for the account of the Lead Participant property of a type other than cash that is a Permitted Investment. Each such transfer must be made in accordance with the terms and conditions specified by the Governing Board. Each time that a Participant makes such a transfer, it shall receive a written confirmation of such transfer and its Balance shall be increased by the amount, or according to the formula, specified by the Governing Board. Any approval by the Governing Board in connection with this Section 2.3 shall be made in the sole discretion of the Governing Board and may specify such terms and conditions as the Governing Board may deem to be in the best interests of the Participants taken as a whole, as evidenced by its adoption thereof.

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2.4. Adjustments.

(a) Immediately upon the determination of the Investment Value on each Business Day pursuant to Section 2.4 (b) hereof or from time to time pursuant to Section 2.4 (c) hereof, the Participants' Balances shall be increased or decreased proportionately (and rounded to the nearest whole cent) such that after such adjustment the Total Balances shall be equal, as nearly as practical, to the Investment Value as so determined.

(b) The Investment Value shall be determined once on each Business Day at the time and in the manner provided in the Valuation Procedures.

(c) In addition, the Governing board may determine the Investment Value in the manner provided in the Valuation Procedures at or as of any additional time that the Governing Board may deem to be appropriate, as evidenced by its so doing.

(d) For purposes of calculating the Investment Value, the amount of any uncertain or contingent Investment Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Liability that has been approved from time to time by the Governing Board.

(e) For purposes of calculating the Investment Value, if the value of any part of the Investment Property is uncertain, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time to time by the Governing Board.

(f) A Participant's Balance can also be adjusted as provided in section 2.7 hereof.

2.5. Payments.

(a) Subject to the terms and conditions of the Agreement,

(i) each Participant shall have the right from time to time to request, in accordance with the Payment Procedures, the payment of it, or on its behalf, of any amount (rounded to the nearest whole cent) that is less than or equal to its Balance at the time that payment is made pursuant to such request; and

(ii) upon the receipt of any such request, the requested amount (rounded to the nearest whole cent) shall be paid, out of the Investment Property, to, or on behalf of, such Participant.

(b) Subject to the terms and conditions of this Agreement, the Governing Board may from time to time, in its discretion, pay to a Participant, out of the Investment Property, any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's Balance at the time payment is made.

(c) Whenever any payment is made to, or on behalf of, any Participant out of the Investment Property, such Participant's Balance shall be reduced by the amount of such Payment.

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2.6. **Suspension of Requests; Postponement of Payments.**

(a) Each Participant agrees that the Governing Board may, without prior notice, temporarily suspend the Participants' right to request payments out of the Investment Property or postpone the time or date of payment for requests already made for the whole or any part of any period (i) during which trading in the securities generally on the New York Stock Exchange or the American Stock Exchange or the over-the-counter market shall have been suspended or minimum prices or maximum daily changes shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by federal or New York State authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it, in the judgment of the Governing Board, impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Value in accordance with the Valuation Procedures. Each Participant shall be immediately notified by telephone or telegraph in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Governing Board, and thereafter, there shall be no right to request or receive payment until the first to occur of: (a) the time at which the Governing Board declares the suspension or postponement at an end, such declaration to occur on the first day on which the period specified in clause (i) or (ii) above shall have expired; and (b) the end of the first day on which the Governing board no longer reasonably believes that the period specified in clause (iii) above is continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

(b) Each Participant and the State Comptroller will receive immediate notification of any event or circumstance that may require a deferral of distributions or may cause investment losses not anticipated by the Investment Policy and of any other material adverse event relating to the investments made under this Agreement.

2.7. **Records.** The Governing Board shall, or shall cause the Administrator to collect, and to maintain for three years (or such longer period as may be required under any applicable Laws), written records of all transactions affecting the Investment Property or the Balances, including, but not limited to: (a) contributions by and payments to or on behalf of Participants; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment value; (e) adjustments to the Participants' Balances; and (f) the current Balance for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate.

2.8. **Confirmation.** Each Participant shall receive written confirmation of each contribution made by or distribution made to the Participant no later than the following business day after which the contribution or distribution occurs.

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ARTICLE III.  
THE LEAD PARTICIPANT

3.1. **Term.** The Lead Participant shall continue to serve as Lead Participant until it resigns pursuant to this Article III, it withdraws from this Agreement pursuant to Section 7.3 hereof or this Agreement is amended (pursuant to Section 11.2 hereof) to name a new Lead Participant.

3.2. **Resignation.** The Lead Participant may resign as Lead Participant only upon giving at least ninety-day's written notice of such resignation to the Governing Board.

3.3. **Function.**

(a) Monies to be invested pursuant to this Agreement and the investments made pursuant to this Cooperative Investment Agreement shall be held in the custody of the Lead Participant on behalf of all Participants. Monies or investments held in the custody of the Lead Participant shall not be commingled with other monies or investments of the Lead Participant.

(b) The Lead Participant shall at all times employ as Custodian a bank or trust company that qualifies under applicable New York Law as a custodian for investments of Participants and has been approved by both the governing Board and the board of the Lead Participant. The Lead Participant may also authorize the Custodian to employ one or more Sub-Custodians from time to time that qualify under applicable New York Law as custodians for investments of Participants and have been approved by the Governing Board.

3.4. **Lead Fiscal Officer.** The Lead Participant shall perform any and all of its duties under this Agreement through the Lead Fiscal Officer, and every decision made or action taken by the Lead Fiscal Officer in the name of the Lead Participant shall be for and on behalf of the Lead Participant acting on behalf of all the Participants. The Lead Participant hereby expressly authorized the Lead Fiscal Officer to take such actions in the name of and on behalf of the Lead Participant as he shall deem to be in the best interests of the Participants taken as a whole. In addition to any requirements under the applicable Laws, the Governing Board may require the Lead Fiscal Officer to be bonded upon such terms as it deems appropriate.

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ARTICLE IV.  
THE GOVERNING BOARD

4.1. General.

(a) This Agreement shall be administered by a Governing Board. The numerical membership of the Governing Board shall be not less than ten percent of the total number of Participants in the Agreement as of April first of each year; provided, however, that in no event shall the numerical membership be less than three, except in those instances where this Agreement has only two Participants, in which event the membership of the Governing Board shall be two; and provided further that in no event shall the numerical membership of the Governing Board be more than fifteen. All Governing Board members shall be Chief Fiscal Officers of Participants or such other officers or employees of Participants having knowledge and expertise in financial matters.

(b) A quorum of the Governing board members must be present to transact any Governing Board business. Two-thirds of the membership shall constitute a quorum. To transact any business or exercise any power, the Governing Board shall act by a majority vote of the members present at any meeting at which a quorum is in attendance. A member of the governing Board may designate a representative to attend meeting, vote or otherwise act on his or her behalf. The Governing Board shall meet at least quarterly at dates and times to be established by the Governing Board.

(c) All Governing Board members must have an appropriate bond or undertaking in an amount to be determined by the Governing Board. The cost of such bond or undertaking shall be deemed to be an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement.

(d) No Governing Board member may receive compensation for service as a Governing Board member, but may be reimbursed for actual and necessary expenses incurred in the performance of his or her official duties as a Governing Board member.

4.2. Terms and Election of Governing Board Members. Of the initial Governing Board members, one-third shall serve one year terms, one-third shall serve two year terms, and one-third shall serve three year terms. Thereafter, all Governing Board members shall serve three year terms. An annual election shall be held for those members whose terms have expired. The election of the initial Governing Board members shall be held eighty five days after the date on which the participants enter into this Agreement. Thereafter, the governing Board shall establish an annual date for the election. All Participants shall be given at least thirty days' notice of an election and the opportunity to vote by mail, proxy, or electronic means as defined by the Governing Board. Candidates for Governing Board membership shall be nominated by the Participants they represent.

4.3. Vacancies on the Governing Board. If a member becomes ineligible for office because he or she is no longer the Chief Fiscal Officer or other officer or employee of a Participant or the municipal corporation he or she represents is no longer a Participant in the Agreement, or if for any other reason a member resigns or can no longer fulfill the obligations of membership, then the remaining members of the Governing Board may appoint an eligible Chief fiscal Officer to fill the

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vacancy until the next annual election at which time the unexpired term of the vacancy shall be filled in the same manner as all Governing Board member positions.

**4.4. Powers and Responsibilities of the Governing Board.**

(a) The Governing Board shall have the following powers and responsibilities: (i) administering all aspects of this Agreement; (ii) entering into those contracts deemed appropriate to assist in the management of the Agreement; (iii) monitoring compliance with the investment policy established under this Agreement (iv) monitoring compliance with the maturity limitations established under this Agreement; (v) monitoring compliance with the reporting and disclosure requirements established under this Agreement; (vi) testing the investments made pursuant to this Agreement, at least once a month, for sensitivity to changes in interest rates. The Governing Board shall adopt a testing methodology that is reasonably designed to reliably quantify the effect of a change in interest rates on the market value of the investment portfolio; (vii) to secure an Irrevocable Letter of Credit in an amount sufficient to cover any potential losses as quantified pursuant to the testing described in part (vi) of this paragraph, the cost of such Irrevocable Letter of Credit to be deemed an expense incurred by the Governing board in administering the investments made pursuant to this Agreement; and (viii) should the Governing Board obtain a rating from a nationally recognized statistical rating organization, such rating and any subsequent changes therein shall be disclosed to each Participant.

(b) The Governing Board may procure the services of professionals such as an Administrator, Investment Advisor, Independent Auditor, Custodial Bank, and any other professional services it deems appropriate to assist the Governing Board in fulfilling its responsibilities under this Agreement, provided that: (i) the professionals who will render such service, individually and collectively, shall meet all qualifications deemed appropriate by the Governing Board; (ii) the procurement of such services shall be in compliance with Section 104-b of the General Municipal Law, subject to a request for proposal process at least every three years; (iii) the contracts for such services shall ensure compliance with the requirements of Sections 10 and 11 of the General Municipal Law; and (iv) the charges, fees and other compensation for any contracted serves shall be clearly stated in written service contracts.

**4.5. Delegation of Powers.** The Governing Board may delegate the daily responsibilities of making investments decisions pursuant to this Agreement to the Lead Fiscal Officer of the Lead Participant, provided that such delegation shall in no way relieve the Governing Board of its responsibilities under this Agreement, and provided further that such Lead Fiscal Officer has an appropriate bond or undertaking, the cost of which shall be deemed to be an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement, in an amount to be determined by the Governing Board.

**4.6. Investment Powers.** The Governing Board is permitted to make Permitted Investments only in accordance with this Agreement. Except as otherwise provided in this Agreement, the Governing Board shall have full authority and power to make any and all Permitted Investments within the limitations of this Agreement that it, in its absolute discretion, shall determine to be advisable and appropriate as evidenced by its so doing, regardless of whether such investments may be held or retained by trustees or fiduciaries. The Governing Board shall have no liability for loss with respect to Permitted Investments made within the terms of this Agreement, even if such investments were of a character, or in an amount, not considered proper for the investment of trust funds by trustees or other fiduciaries.

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4.7. **Transactions Involving Affiliates.** Any provision of this Agreement to the contrary notwithstanding, except to the extent restricted by any applicable Law or the Investment Guidelines:

(a) the Governing Board may approve, enter into and ratify transactions in which the Investment Advisor is acting as principal;

(b) without limiting the foregoing, the Governing Board may enter into transactions with any Participant, the Investment Advisor, the Administrator, the Custodian or any Affiliate, officer, director, employee or agent of any of the foregoing (except that in no event shall the Governing Board enter into any transaction with any of the officers, directors, employees or agents of any Participant, including, but not limited to, the Lead fiscal Officer) if (i) each such transaction has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the members of the Governing Board, including a majority of the members then in office who are not Affiliates of any Person (other than the Participants as Participants) who is a party to the transaction and (ii) such transaction is, in the opinion of the Lead Fiscal Officer, as evidenced by a written declaration stating such opinion, on terms fair and reasonable to the participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Lead Fiscal Officer has knowledge) with organizations unaffiliated with the Participants or with the other Person who is a party to the transaction;

(c) In the absence of fraud, a contract, act or other transaction, made, done or entered into by the Governing Board pursuant to this Agreement (unless entered into with any of the officers, directors, employees or agents of any Participant, including, but not limited to, the Lead Fiscal officer), is valid, and no advisor, Participant or Affiliate, member of the Governing Board, officer, employee or agent of any of the foregoing (including, but not limited to, the Lead participant) shall have any liability by reason of one or more of such Persons, individually or jointly with others, being a party or parties to, being directly interested in, or being affiliated with, such contract, act or transaction, or any party thereto, provided that such interest or affiliation is disclosed to the Governing Board and the Governing Board authorizes such contract, act or other transaction in writing; and

(d) any advisor, Participant or Affiliate, officer, employee, or agent of any of the foregoing may, in his personal capacity, or in a capacity as trusted, officer, director, stockholder, partner, member, agent, advisor or employee of any Person, have business interests and engage in business activities in addition to those relating to this Agreement, which interests and activities may be similar to those contemplated by this Agreement and may include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for such Person's own account or for the account of other Person(s). No Person shall have any obligation to present to the Governing Board any investment opportunity which comes to him in any capacity other than solely as advisor, Lead Fiscal Officer or Participant, even if such opportunity is of a character which, if presented to the Governing Board, could be taken by the Governing Board.

4.8. **No Borrowing.** Neither the Governing Board nor the Lead Participant shall have the power to borrow money or incur indebtedness under this Agreement.

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ARTICLE V.  
REPRESENTATIONS AND WARRANTIES

5.1. **District or Municipal Corporation.** Each Participant hereby represents and warrants to the other Participants that it is a municipal corporation or district as such terms are defined in the Act.

5.2. **Approvals.** Each Participant hereby represents and warrants to the other Participants that this Agreement has been approved by a majority vote of the voting strength of its governing body.

5.3. **Hearings, Referenda and Consents.** Each Participant hereby represents and warrants to the other participants that is has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda and obtained all necessary consents of governmental agencies and satisfied all other requirements applicable to the making of contracts.

5.4. **Execution, Enforceability.** Each Participant hereby represents and warrants to the other Participants that it has duly executed this Agreement in accordance with its internal procedures and that this Agreement is binding upon and enforceable against such Participant.

5.5. **Accuracy of Certificates.** Each Participant hereby represents and warrants to the other Participants that each of the certificates delivered heretofore or hereafter by such Participant pursuant to this Agreement, as of the date specified therein, is true and complete and contains no material misstatements of fact or omissions that render them misleading to the Governing Board or any other Participant.

ARTICLE VI.  
COVENANTS

6.1. **Source of Contributions.** Each Participant covenants that all contributions make to the Investment Property by it shall be from funds which it is permitted, pursuant to the provisions of the statutes, local laws, resolutions, ordinances, charters, code rules, regulations, and agreements applicable to such Participant to invest and otherwise apply in the manner contemplated by this Agreement.

6.2. **Truth of Representations.** Each Participant covenants that it shall withdraw from this Agreement pursuant to Section 7.3 hereof prior to the time that any of the representations made by it pursuant to Article V hereof ceases to be true.

6.3. **Resignation of Lead Participant.** The Lead Participant covenants that it shall not resign as Lead Participant except in accordance with Section 3.2 hereof.

6.4. **Supplemental Information.** Each Participant covenants that if at any time any certificate delivered by it pursuant to this Agreement shall at such time be incomplete or false or contain material misstatements of fact or omissions that render it misleading (including, but not limited to, changes in incumbent officers), such Participant shall deliver promptly to the Governing Board a new certificate that sets forth the correct information.

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6.5. **Not a Money Market Fund.** No Fund shall be operated at any time by the Lead Participant or the Governing Board under the provisions of any Third Party Agreement as a "Rule 2a-7-like money market fund" as that term is defined in 17 C.F.R. 270.2a-7.

**ARTICLE VII.  
PARTICIPANTS**

7.1. **General.**

(a) Each Participant shall have an undivided interest in monies and investments held by the Lead participant on behalf of the participants in the proportion that the total amount of Contributions made by that Participant bears to the total amount of Contributions by all the Participants.

(b) Each Participant shall annually receive, and each prospective participant shall receive prior to their participation in the Agreement, an information statement that shall include the following: (i) a brief history of the Agreement; (ii) a description of the organization and terms of the Agreement, including the powers and responsibilities of the Governing Board and the qualifications of any professionals retained under the Agreement; (iii) a description of the investment objectives, policies and practices contained in the Agreement including those pertaining to liquidity, methodology for determining Participants' interests, distribution of earnings and calculation of yield; (iv) a description of the current investments held under the Agreement; (v) a listing of any fees or charges to be incurred by Participants; (vi) a description of the required procedures for initiation and termination of participation in the Agreement and (vii) such other material statements which the Governing Board in its sole judgment shall determine to be necessary or reasonable to disclose in the Information Statement

7.2. **Admission.** Each Participant (including, but not limited to, the Lead Participant) hereby expressly agrees that any district or municipal corporation (as defined in the Act) can enter into this Agreement and become a Participant upon its: (a) holding any necessary public hearings, conducting any necessary referenda and obtaining any necessary consents of governmental agencies; (b) approving this Agreement by a majority vote of the voting strength of its governing body; (c) satisfying any other requirements applicable to its making contracts; (d) delivering to the Lead participant an executed counterpart of this Agreement; and (e) delivering to the Lead Participant a certificate, in a form acceptable to the Lead Participant, to the effect that the requirements of clauses (a) through (c) above have been satisfied and setting forth such other information as the Lead Participant may require.

7.3. **Withdrawal.** Any Participant except the Lead Participant may withdraw from this Agreement at any time upon written notice to the Lead Participant and the Governing Board. The Lead participant may withdraw only upon at least ninety-day's prior notice to all the other Participants. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's Balance be paid to such Participant. No withdrawal shall become effective until such Participant's Balance is equal to zero, and until such time, such Participant shall continue to possess all the rights, and to be subject to all the obligations, arising from this Agreement.

7.4. **Forced Withdrawal.** Any Participant that breaches any covenant contained in Article V hereof or for which any of the representations contained in Article VI hereof ceases to be true, shall be

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deemed to have given a notice of withdrawal pursuant to Section 7.3 hereof immediately upon such breach or cessation, but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Governing Board makes a final determination that such a breach or cessation has occurred.

**ARTICLE VIII.  
STATEMENTS AND REPORTS**

8.1. **Market Valuation.** The market value of investments made pursuant to this Agreement shall be determined at least monthly and whenever the method of valuation authorized by the Agreement does not accurately reflect the value of Participants' interests in such investments.

8.2. **Reports.**

(i) The Governing Board shall, or shall cause the Administrator to, deliver to all participants, at least once a year, a report detailing the following information from the preceding twelve months: (a) the portfolio of investments currently held pursuant to the Agreement, including, for each investment, the market value, time remaining to maturity, interest earned and realized, and unrealized gains and losses; (b) the overall investment results, yield and weighted average maturity; (c) a list of the fees paid for all professional services procured under the Agreement; and (d) a statement of all other expenses incurred by the Governing Board in administering the Investments made pursuant to the Agreement.

(ii) The Governing Board shall contract to have an independent certified public accountant conduct an annual audit of the activities undertaken pursuant to this Agreement, which audit shall be made in accordance with generally accepted auditing standards. A signed copy of such audit report shall be filed with the Governing Board within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed promptly to the State Comptroller and to each Person who is a Participant at the close of the period covered thereby.

(iii) Each Participant shall receive a monthly statement that sets forth the following information for the preceding month: (a) all activity by the Participant; (b) the value of the Participant's interest under the Agreement at the beginning and end of the month; and (c) an itemization of all investments held under the Agreement as of the end of the month, including the market value of each investment as of that date.

**ARTICLE IX.  
THE INVESTMENT ADVISOR**

9.1. **Appointment.** The Governing Board is ultimately responsible for making all investment decisions regarding the Investment Property in accordance with the Investment Guidelines. Consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board may contract with the Investment Advisor. The Investment Advisor may also serve as the Administrator and/or the Custodian.

9.2. **Sub-Investment Advisors.** The Governing Board may also authorize the Investment Advisor to employ one or more Sub-Investment Advisors from time to time. Any Sub-Investment

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Advisor may perform such of the acts and services of the Investment Advisor, and upon such terms and conditions, as may be agreed upon between the Investment Advisor and such Sub-Investment Advisor.

9.3. Funds The Lead Participant shall cause the Custodian to establish a primary fund (the "Government Fund") for the investment of Investment Property of the Participants. The Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in Exhibit A hereto. Notwithstanding anything in this Cooperative Agreement to the contrary, the Investment Advisor may, upon the direction of the Lead Participant and the Governing Board, direct the Custodian to establish other specially designated Funds, in addition to the Government Fund, with specified investment characteristics that may be more limited than the Investment Property, but may not be broader. The Investment Advisor, in concert with the Lead Participant, may cause the Custodian to establish any such Funds once the Board and the Lead Participant has approved in writing the investment characteristics of any such Funds. If established, any such Funds shall consist only of Permitted Investments, and the investment characteristics of each such Fund shall be set forth in a separate investment policy made an exhibit to this Cooperative Agreement, which exhibit shall be titled "Exhibit - A" with the applicable number being inserted in the blank, and discussed in an Information Statement to the Participants. The establishment of such Funds shall be deemed an amendment of this Cooperative Agreement as described in Section 11.2. According to the contribution and reporting procedures set forth in Section 2 and Section 7 hereof, a Participant may direct the Lead Participant to invest its monies in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor may cause to be maintained a separate rating on each such Fund. All provisions of this Cooperation Agreement and the Investment Advisor Agreement shall apply to any such Funds.

9.4 Special Sub-Accounts. Notwithstanding anything in this Cooperation Agreement to the contrary, the Investment Advisor from time to time may propose to the Participants that the Participants establish specially designated, individualized sub-accounts within any Fund with investment, withdrawal, contribution or other characteristics different, but no broader, than those set forth in this Cooperation Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees as set forth in the Services Agreement. A Participant in its sole discretion may create such proposed special, individualized sub-accounts within any Fund. Any special sub-account that is created pursuant to this Section 9.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special sub-account are amended by the specific Participant having such sub-account. In order to amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special sub-account. Such investment policy may not be broader than the Investment Policy of Government Fund attached to this Cooperative Agreement as Exhibit A, or if a sub-account is created for a Government Fund, such investment policy may not be broader than the investment policy outlined in the exhibit corresponding to such Government Fund and in no case shall it be broader than the investment policy contained in Exhibit A hereto. The establishment of such special sub-accounts and the amendment of the investment policy for such sub-account shall not be deemed an amendment

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of the Cooperation Agreement. The Investment Advisor shall calculate the return realized by such special sub-accounts separate and apart from the returns realized by other sub-accounts maintained for other Participants

**ARTICLE X.  
THE ADMINISTRATOR**

10.1. **Appointment.** The Governing Board is primarily responsible for the general supervision and administration of the Investment Property. However, the Governing Board is not required personally to perform all of the administrative tasks required under the Agreement and, consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board shall appoint an Administrator for purposes of this Agreement and may grant or delegate such administrative authority to perform ministerial functions to the Administrator or to any other person the services of whom are obtained by the Administrator; provided that no investment discretion can be delegated to the Administrator. The Governing Board may appoint one or more persons to serve jointly as Co-Administrators. The Administrator may also serve as the Investment Advisor and/or the custodian.

10.2. **Successors.** In the event that, at any time, the Administrator shall resign or shall be terminated pursuant to the provisions of the Services Agreement, the Governing Board may appoint a successor thereto in accordance with Section 11.1 and 11.2.

**ARTICLE XI.  
AMENDMENT AND TERMINATION**

11.1. **Amendment.** This Agreement, including the Exhibits hereto, can be amended by the Participants from time to time as follows:

- (a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the proposed amendment and declaring its advisability.
- (b) The Governing Board shall promptly, and in any event within five business days, notify each Participant (i) of the terms of the proposed amendment, (ii) of the date on which such resolution was adopted, and (iii) that each Participant has sixty (60) days from the date of the adoption of such resolution by the Governing Board to approve the proposed amendment.
- (c) Sixty (60) days after the date of the adoption of such resolution, each Participant shall be deemed to have given notice of withdrawal pursuant to Section 7.3 hereof, unless it has theretofore delivered to the Governing Board an executed counterpart of the proposed amendment and a certificate, to be provided by the Governing board, stating that the necessary actions have been taken for the Participant to approve the proposed amendment.
- (d) The proposed amendment shall become effective once the withdrawal of every Participant deemed to have given notice of withdrawal under Section 11.1 (c) in connection with the proposed amendment has become effective.

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11.2 Streamlined Steps for Certain Amendments. The provisions of Section 11.1 to the contrary notwithstanding, if an amendment is to effect a replacement of the Lead Agent with another Participant consenting to serve as such, or to replace the Administrator or the Custodian, or to make related changes to the Agreement reasonably necessary or convenient to accommodate the Lead Agent, Administrator or Custodian (such as, without limitation, changes to responsibilities and compensation) which are, in the determination of the Governing Board, expected to be in the best interest of the Participants (such as creating Funds and instituting further restrictions to Investment Policy) taken as a whole, the procedures of this Section 11.2 shall apply as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the amendment and including the identity of any replacement Administrator, the replacement Custodian or the Participant which is to become Lead Participant and the date upon which such amendment is to become effective. In lieu of establishing such date in the resolution, the Governing Board may delegate the authority to establish such date to the Chair;

(b) The Executive Director shall promptly, and in any event within five (5) Business Days, notify each Participant of the terms of the amendment and the date on which such resolution was adopted; and

(c) Such amendment shall not become effective until at least thirty (30) days have elapsed since the notification of each Participant. Participants who have not withdrawn by such time shall be deemed to have consented to such.

11.3. Termination. (a) This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if:

- (i) at any time after October 20, 1999, there are fewer than two Participants; or
- (ii) this Agreement is not amended to name a new Lead Participant on or before the day that is immediately prior to the date on which the resignation or withdrawal of the Lead Participant would otherwise become effective.

(b) Upon the termination of the Agreement pursuant to this Section 11.3:

- (i) The Governing Board shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Liabilities and winding up its affairs in connection with the Investment Property;
- (ii) The Governing Board shall proceed to wind up its affairs in connection with the Investment Property, and all of the powers of the Governing Board, Lead Participant, the Lead Fiscal Officer and the advisors under this Agreement shall continue until the affairs of the Governing Board in connection with the Investment Property shall have been wound up, including, but not limited to, the power to fulfill or discharge obligations under the Investment Agreements, collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay

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Investment Liabilities, and do all other acts appropriate to liquidate its affairs in connection with the Investment Property; and

- (iii) After paying or adequately providing for the payment of all Investment Liabilities, and upon receipt of such releases, indemnities and refunding agreements as the Governing Board deems necessary for its protection, the Governing Board may distribute the remaining Investment property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Governing Board shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Governing Board, Lead Participant, Lead Fiscal Officer, Participants and advisors shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Section 2.7 hereof shall survive any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 11.3 (a) (ii) hereof, the resignation and/or withdrawal of the Lead Participant shall be postponed until the instrument contemplated by Section 11.3 (c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

**ARTICLE XII.  
MISCELLANEOUS**

12.1. **Governing Law.** This Agreement is executed by the Participant and delivered in the State of New York and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of New York.

12.2. **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by and such original counterpart.

12.3. **Reliance by Third Parties.** Any Person dealing with the Governing Board shall be entitled to rely upon a certificate executed by a Person who, according to the records maintained hereunder, appears to be a Governing Board member, with respect to any of the following matters: (i) the number or identity of advisors or Participants; (ii) the identity of the Lead Participant or the Lead Fiscal Officer; (iii) the due authorization of the execution of any instrument or writing; or (iv) the existence of any fact or facts which in any manner relate to this Agreement.

12.4. **Provisions in Conflict with Law.** The provisions of this Agreement are severable, and if any one or more of such provisions (the "Conflicting Provisions") are in conflict with any applicable Laws,

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the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement may be amended pursuant to Section 11.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including, but not limited to, selection of the Lead Participant, election of Governing Board members and the designation of advisors) prior to the discovery or removal of the Conflicting Provisions.

12.5. **Gender; Section Headings.** (a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

12.6. **No Assignment.** No Participant may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other Person, and any purported sale, assignment, pledge, or other transfer shall be null and void.

12.7. **No Partnership.** Notwithstanding any provision hereof to the contrary, this Agreement does not constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the Participants intends this Agreement to constitute a partnership or any other Investment venture or association. Furthermore, none of the Participants has any authority hereunder to personally bind or act as agent for another Participant in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

12.8. **Construction of Powers.** In construing the provisions of Section 4.4 hereof, the presumption shall be in favor of a grant of power to the Governing Board. The Governing Board shall not be required to obtain any court order to deal with the Investment Property.

12.9. **Notice.** Unless otherwise specified in this Agreement, all notices required to be sent under this Agreement: (a) shall be in writing, (b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records maintained by the Governing Board or via electronic mail and New York CLASS Web site posting, and (c) shall be deemed to have been given on the day of such mailing or posting.

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IN WITNESS WHEREOF, the Lead Participant has caused this Agreement to be executed in its name and on its behalf as of the date first written above.

Lead Participant

By  
Name: S.W. Yungertis  
Title: Mayor, Village of Potsdam

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EXHIBIT A

This Investment Policy restricts the New York Cooperative Liquid Assets Security System (NYCLASS) portfolio to the following and such other investments as may be authorized in the future for Participants under State law:

- Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.
  - Obligations of the State of New York.
  - Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district or district corporation not participating in the Cooperative.
  - Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:
    1. The moneys are invested through a bank or trust company located and authorized to do business in New York.
    2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by section nine-r of the banking law, for the account of NYCLASS.
    3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the federal deposit insurance corporation.
    4. The bank or trust company acts as custodian for NYCLASS with respect to such certificates of deposit issued for NYCLASS's account.
    5. At the same time that NYCLASS's moneys are deposited and the certificates of deposit are issued for the account of NYCLASS, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by NYCLASS through the bank or trust company.

Special time deposits may be maintained only with, and certificates of deposits may be purchased only from, creditworthy banks and trust companies.

- Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities which have a short term issuer credit rating (actual or imputed) of at least A-1 by Standard & Poor's.

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No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated A-1+ by Standard & Poor's, then no more than 50% of the portfolio may be invested overnight with such a counterparty.

A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement, 1996 version) and applicable NYCLASS annexes must be signed by all parties and on file prior to executing any transaction.

Tri-party repurchase agreements are permissible with NYCLASS Board approved counterparties and 3rd party custodians (acting for both the party and the counterparty). Written Tri-party custodian agreements (in addition to The Bond Market Association 1996 standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction.

Collateral (purchased securities) shall be limited to the following and shall be indicated as such on Schedule 1 'Schedule of Eligible Securities' of the Tri-party custodian agreement: U.S. Treasuries (Bills, Bonds, Notes, Strips), GNMA I/II Others-Fixed Rate and GNMA I/II Others-Adjust Rate.

Term repurchase agreements ("TRA's") are considered eligible investments under the following conditions:

For TRA's between 2 to 5 business days:

A maximum of 10% of the portfolio with any one dealer

For TRA's with maturities of more than 5 business days:

A maximum of 5% of the portfolio.

TRA's shall not exceed 30 calendar days.

TRA's shall fulfill all requirements of the 1996 version of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between NYCLASS and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the "Margin") of the aggregate Purchase Price of the Purchased Securities.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between NYCLASS and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply Additional Purchased Securities until such time as the Margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient Additional Securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next business day.

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- The maximum maturity for any specific investment in the portfolio is 397 days and the weighted average maturity to reset cannot exceed 60 days.

## **RESOLUTION REQUEST FORM NO. 8**

### ***Request to Establish Capital Project or Capital Reserve Project\****

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

**DEPARTMENT NAME:** Planning & Community Development

**DATE:** March 11, 2019

- (a) Exact Title\* and Number of Project (must be obtained from Treasurer's Office):  
H383 - Schroon Lake Invasive Species Prevention & Control Program
- (b) Is this a Capital Project?  
Yes
- (c) Is this a Capital Reserve Project?  
No
- (d) Amount of Project:  
\$386,334.00
- (e) Source of Funding (including name & title of codes, etc.):  
See details below \*\*\*
- (f) Purpose of Establishment:  
Warren County was awarded \$289,750.00 from the New York State Department of State, to implement a comprehensive aquatic invasive species prevention and control program for the Schroon Lake Basin.

\*Title should reflect department if possible:

i.e. Capital Project No. H274.9550 280 *Replace VASI with PAPI* would be clearer if name was listed as Airport *Replace VASI with PAPI*.

\*\*\*

H383.9550 3890 - Schroon Lake Invasive Species Prevention & Control: \$289,750  
H383.9550 2791 - In-Kind Contributions: \$6,350  
H383.9550 2790 - Share of Joint Activity, Local: \$90,234

**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: Real Property Tax Services

DATE: 3/18/2019

- (a) Purpose of Request:  
Appropriate funds from A.893.00 Reserve, Environmental Testing Fund to A.1355  
470 Real Property Tax Services, Contracts
- (b) Details:  
To pay NYS DEC for clean-up / tank removal on Chester parcel 104.10-4-5  
(Thermo-Home, Inc.)
- (c) Previous Resolution Number:
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and  
Amount:  
From Code A.893.00 To Code A.1355 470 \$10,000.

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

\* as listed in budget and LOGOS

## 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: Warren County Health Services-Health Education

DATE: March 19, 2019

(a) **Purpose of Amendment:** To amend the 2019 budget to adjust the Health Services-Health Education Division to reflect additional funds to be received from AHI - Adirondack Health Institute's Population Health Improvement Program Healthy Community Design Project to be utilized for the WICed Fresh Food Bag Program. This program will involve WIC families and provide fresh fruits and vegetables at WIC clinics throughout Warren County. A line of credit will be set up with a local Community Supported Agriculture group (CSA) to purchase these Fresh food bags for as long as the funds allow.

(b) **Appropriation Code (with title), Object Code (with title) and Amount:**  
**A.4018.0040.410 Health Education-Supplies \$50**  
**A.4018.0040.445 Health Education -Foods \$1,450**

**Revenue Code (with title), and Amount:**  
**A.4018.0040.1617- Health Education Revenues \$1,500**

*RESOLUTION REQUEST FORM NO. 9**Request to Increase or Decrease or Amend Existing Capital Project or  
Capital Reserve Project\**

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

DEPARTMENT NAME: DPW

DATE: 3/19/2019

- (a) Exact Title and Number of Project\*: H375.9550 280 Thirteenth Lake Road Culvert Replacement.
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No
- (d) Amount of Increase (if applicable): \$813,700.00
- (e) Amount of Decrease (if applicable):
- (f) Source of Funding (if Increase) (including name & title of codes, etc.): + \$813,700.00 State Bridge NY (100%)
- (g) Changes in Funding (if Amendment):
- (h) Purpose of Increase or Decrease or Amendment: To cover the Design and Construction of the project

*RESOLUTION REQUEST FORM NO. 8**Request to Establish Capital Project or Capital Reserve Project\**

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

DEPARTMENT NAME: DPW

DATE: 3/19/2019

- (a) Exact Title and Number of Project (must be obtained from Treasurer's Office): CR 11 over Finkle Brook Culvert Replacement H384.9950 280
- (b) Is this a Capital Project? yes
- (c) Is this a Capital Reserve Project? no
- (d) Amount of Project: \$778,760.00
- (e) Source of Funding (including name & title of codes, etc.):  
+\$ 778,760.00 Bridge NY State Funding (100%)
- (f) Purpose of Establishment: To cover the Design and Construction of the project.

*RESOLUTION REQUEST FORM NO. 8**Request to Establish Capital Project or Capital Reserve Project\***\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

DEPARTMENT NAME: DPW

DATE: 3/19/2019

- (a) Exact Title and Number of Project (must be obtained from Treasurer's Office): CR 32 over Bennie Brook Culvert Replacement H385.9950 280
- (b) Is this a Capital Project? yes
- (c) Is this a Capital Reserve Project? no
- (d) Amount of Project: \$973,636.00
- (e) Source of Funding (including name & title of codes, etc.):  
+\$ 973,636.00 Bridge NY State Funding (100%)
- (f) Purpose of Establishment: To cover the Design and Construction of the project.

**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: Department of Public Works**

**DATE: March 19, 2019**

- (a) Purpose of Request: To Establish Three New Road Projects.
  
- (b) Details: To Establish Three New Road Projects, Appropriation Code D.5112.8302 2019 CR#3 Warrensburg Road \$327,787.64 funded by existing Roads see Transfer of Funds; D.5112.8303 2019 CR# 49 Coolidge Hill Road \$384,748.03 partially funded by existing Roads see Transfer of Funds (\$257,748.03) and partially funded by Unappropriated Surplus A909.00 (\$127,000.00); D.5112.8304 2019 CR#13 Glen Athol Road Funded by Unappropriated Surplus A909.00 (\$420,000)
  
- (c) Previous Resolution Number:
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: Source General Fund Unappropriated Surplus and Transfers from other Projects.

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

\* as listed in budget and LOGOS

**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: Public Works - DPW**

**DATE: March 19, 2019**

- (a) Purpose of Amendment: To appropriate from General Fund Unappropriated Surplus (A909.00) and Transfer \$547,000.00 to County Road Fund and \$502,000 to Road Machinery Fund.
  
- (b) Appropriation Code, Object Code, Full Title and Amount: A.9901 910 Interfund Transfer - \$1,049,000.00; D.5112.8303 280 – 2019 CR#49 Coolidge Hill Road \$127,000.00; D.5112.8304 280 – 2019 CR#13 Glen Athol Road - \$420,000.00; DM.5130 230 Automotive Equipment - \$502,00.00
  
- (c) Revenue Code (with title), and Amount: D.5010 5031 – Interfund Transfer \$547,000.00; DM.5130 5031 - Interfund Transfer - \$502,000.00

REQUEST FOR TRANSFER OF FUNDS

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

FROM Department of Public Works - Parks, Recreation & Railroad

Name of Department

SIGNED: \_\_\_\_\_ DATE: 3/19/2019

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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A.1990 439	Contingent Fund	A.7113 415	General, Railroad, Electrical	\$7,500.00
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Please state reason for transfer request: Additional funds for Railroad Electrical Charges

Please file original request with Clerk of the Board and retain copy for your records.

**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: Board of Elections**

**DATE: 03/21/2019**

- (a) Purpose of Request:  
**Establish Reserve fund for future purchase of Election equipment**
  
- (b) Details:  
**New voting machines and equipment as approved**
  
- (c) Previous Resolution Number:  
**N/A**
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:  
**Fund Balance A.909.00 - Approx. \$84,000**

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

\* as listed in budget and LOGOS

WARREN COUNTY  
Journal Report - February 2019

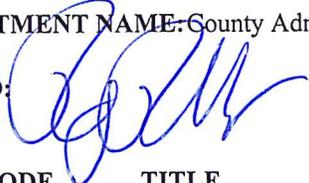
G/L Date	G/L Account Number	Account Description	Description	Increase Amount	Decrease Amount
DPW_DPW Admin - DPW,DPW Administration					
2/5/2019	A.1624 410	Supplies	Transfer Within Budget Code to A.1624 439	\$ 100.00	\$ 100.00
2/5/2019	A.1624 439	Misc Fees & Expenses	Transfer Within Budget Code from A.1624 410	\$ 100.00	
2/14/2019	A.1620 413	Repair & Maint.-Bldg/Property	Transfer Within Budget Code to A.1620 445	\$ 500.00	\$ 500.00
2/14/2019	A.1620 445	Foods	Transfer Within Budget Code from A.1620 413	\$ 500.00	
2/20/2019	D.3310 410	Supplies	Transfer Within Budget Code to D.3310 422	\$ 900.00	\$ 900.00
2/20/2019	D.3310 422	Repair/Maint-Equipment	Transfer Within Budget Code from D.3310 410	\$ 900.00	
2/28/2019	A.1490 210	Furniture/Furnishings	Transfer Within Budget Code to A.1490 220	\$ 269.00	\$ 269.00
2/28/2019	A.1490 220	Office Equipment	Transfer Within Budget Code from A.1490 210	\$ 269.00	
Human Resources - Human Resources					
2/21/2019	A.1435 210	Furniture/Furnishings	Budget Transfers Out of Code from A.1435.439	\$ 2,300.00	
2/21/2019	A.1435 439	Misc Fees & Expenses	Budget Transfers Out of Code to A.1435.210	\$ 2,300.00	\$ 2,300.00
OFA - Office for the Aging					
2/19/2019	A.6772 220	Office Equipment	Outside object code transfer from A6772432	\$ 5,496.72	
2/19/2019	A.6772 432	Special Project Supply	Outside object code transfer to A6772220	\$ 5,496.72	\$ 5,496.72
2/21/2019	A.6772 220	Office Equipment	Outside object code transfer from A6772432	\$ 5.68	
2/21/2019	A.6772 432	Special Project Supply	Outside object code transfer to A6772220	\$ 5.68	\$ 5.68
2/25/2019	A.6772 260	Other Equipment	Outside object code transfer from A6772432	\$ 400.00	
2/25/2019	A.6772 432	Special Project Supply	Outside object code transfer to A6772260	\$ 400.00	\$ 400.00
2/26/2019	A.6772 220	Office Equipment	Outside object code transfer from A6772410	\$ 700.00	
2/26/2019	A.6772 410	Supplies	Outside object code transfer to A6772220	\$ 700.00	\$ 700.00
Social Services - Social Services					
2/11/2019	A.6050 469	Other Payments/Contributions	Budget Transfer within Object Code from A.6050 470	\$ 30,000.00	
2/11/2019	A.6050 470	Contract	Budget Transfer within Object Code to A.6050 469	\$ 30,000.00	\$ 30,000.00

**RESOLUTION REQUEST FORM NO. 10**

***Request for Transfer of Funds***

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

DEPARTMENT NAME: County Administrator

SIGNED: 

DATE:

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1910 418	Unallocated Insurance, Ins-General Liability	A.1910 470	Unallocated Insurance, Contract	\$1,174.48

**Please state reason for transfers requested:** Accepted proposal and authorizing agreement with ONEGROUP to provide property and casualty insurance consulting services.

**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	A.1910 470	Unallocated Insurance, Contract	\$7,825.52

**Please state reason for transfer request:** accepted proposal and authorizing agreement with ONEGROUP to provide property and casualty insurance consulting services.

**Please file original request with Clerk of the Board and retain copy for your records.**

**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: Office of the County Administrator**

**DATE: 4/5/2019**

(a) Purpose of Request:

**Request to appropriate funds from the Westmount Legacy Reserve to the Public Nursing Home budget to allocate funds for miscellaneous fees and expenses and to Authorize payment of \$11,365.01 to NYS OMIG/RAC due to Overpayment of claims.**

(b) Details:

**NYS Office of Medicaid Inspector General completed post-claims review of claims with 4/1/2014-12/31/2015 dates of service for residents of Westmount Health Facility. The review has resulted in \$11,365.01 due to NYS OMIG due to overpayment of eleven (11) claims.**

(c) Previous Resolution Number:

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:

**From A.897.00 Reserve, Westmount Legacy to A.4530 439 Public Nursing Home, Miscellaneous Fees & Expenses \$11,365.01**

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

\* as listed in budget and LOGOS

PERSONNEL AND HIGHER EDUCATION COMMITTEE

AGENDA

APRIL 5, 2019

*DRAFT AGENDA- SUBJECT TO CHANGE*

**Committee Members:** *Geraghty, Frasier, McDevitt, Leggett, Braymer, Simpson, Hyde, Diamond, Loeb, Merlino and Sokol*

- 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) **SUNY Adirondack representatives to provide an update on the College.**
  - 2) **Items/Requests to be Discussed by the Human Resources Director and/or Personnel Officer:**
    - Human Resources-***  
Review of report on tracking of vacancies filled.
    - Personnel Officer-***  
None.
  - 3) **Referrals from the Health, Human & Social Services Committee:**
    - Countryside-***  
A) Request to amend the Table of Organization and Salary Schedule to create and fill the new position of Sr. Aide, Part-Time Temporary, *Grade 7, Base Annual Salary \$33,600*, effective April 22, 2019.
    - Health Services -***  
B) Request to authorize enrollment in job-related course: Laura Monroe, *Registered Professional Nurse*, to enroll in IDS 400 Diversity at Southern New Hampshire University-Online. Course begins March 4, 2019; Cost: \$926. If this request is approved, Ms. Monroe will be due reimbursement of 50% of course costs upon completion with a grade of "C" or better.
  - 4) **Referral from the Support Services Committee, County Attorney:**  
Request to amend the Salary Schedule and decrease the salary of the Legal Assistant No. 2 position from \$48,017 to \$45,000 effective April 22, 2019. *Note: This request is contingent upon approval by the Support Services Committee at the April 5<sup>th</sup> meeting.*
- V. **Pending Items:** None.
- VI. **Vacancies Approved for Filling by Oversight Committee:**
  - Buildings and Grounds-*** Janitor #3, *Grade 4, Base Annual Salary \$29,333*, due to promotion.  
Cleaner #11, *Grade 2, Base Annual Salary \$27,438*, due to promotion.
  - County Attorney -*** Legal Assistant #2, *Annual Salary \$45,000*, due to termination.
  - Countryside-*** Institutional Aide Per Diem, *Grade 3, Base Annual Salary \$28,026*, due to resignation.  
Institutional Aide #12, *Grade 3, Base Annual Salary \$28,026*, due to retirement.  
Food Service Helper #TBD, *Grade 2, Base Annual Salary \$27,438*.
  - Health Services-*** Registered Professional Nurse #37, *Grade 19, Base Annual Salary \$47,523*, due to resignation.  
Registered Professional Nurse #31, *Grade 19, Base Annual Salary \$47,523*, due to resignation.
  - Planning-*** Junior Planner, *Grade 12, Base Annual Salary \$38,818*.
  - Public Works-*** Sr. Account Clerk #1, *Grade 7, Base Annual Salary \$33,600*, due to resignation.  
MEO-Heavy #14, *Grade 10, Base Annual Salary \$37,633*, due to promotion.
  - Social Services-*** Assistant Social Services Attorney- Part-Time, *Annual Salary \$34,260*, due to resignation.  
Social Welfare Examiner #17, *Grade 8, Base Annual Salary \$34,988*, due to promotion.  
Social Welfare Examiner #43, *Grade 8, Base Annual Salary \$34,988*, due to promotion.