

Public Safety Committee

Sheriff Agenda

May 18, 2020

Committee Members: Leggett, Simpson, Braymer, Diamond, Driscoll, Seeber and Shepler.

- I. Committee meeting called to order by the Chairman

- II. Motion to approve minutes from prior committee meeting

- III. Action Agenda
 - A. Request Resolution to Extend Existing Contract (*Eaton Corporation*)
 - B. Request Resolution to Amend County Budget (*FY19 SLETPP grant*)

- IV. Referral/Pending Items

- V. Topics for Discussion

- VI. Motion to Adjourn

Attachments:

1. Resolution Request Form #4, Request to Extend Existing Contract (*Eaton Corporation*)
2. Resolution Request Form #7, Amend County Budget (*FY19 SLETPP grant*)

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff

DATE: May 18, 2020

- (a) Purpose of Contract Change: **To extend contract with Eaton Corporation for UPS (Uninterruptable Power Supply) and APC (Backup Facility UPS/Surge Protection Devices) service and maintenance.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **551 of 2016**
- (c) Name of Contractor: **Eaton Corporation**
- (d) Address of Contractor: **PO Box 93531, Chicago IL, 60673-3531**
- (e) Contractor's Contact Person and Telephone Number: **Gwenn Moirano
Service Specialist
(919) 870-3328**
- (f) Commencement Date of Extension: **January 1, 2020**
- (g) Termination Date of Extension: **December 31, 2022**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$18,714**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) **Annually (\$6,238)**
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

A.3110 470 General Sheriff's Law Enforcement - Contracts \$18,714

**Sample: A.3110 470 General Sheriff's Law Enforcement - Contract \$ xx.xx
Capital Project No. H289.9550 480 - Old Jail Renovations \$xx.xx**

* as listed in budget and LOGOS



Offer Date: REV-2 4-27-20

Bill To: 20612

Equipment Location:

Customer: SAME AS EQUIPMENT LOCATION

Customer: WARREN COUNTY SHERIFFS OFFICE

Address:

Address: 1400 STATE ROUTE 9

City:

City: LAKE GEORGE

State: Zip:

State: NY Zi 12845
p:

Contact:

Contact: MARK NEALE
MARK.NEALE@SHERIFF.CO.WARREN.NY.US

Telephone:

Telephone: 518-743-3586

Plan Start Date: 1-1-20 For 9170
6-1-20 For APC

Site S SERIALS
917018K: No Ext Cab N C661N018KK035656
APC 20K: ONE EXT : 7S1628L00215
CAB

Plan Expiration: 12-31-22

Unit P/M Interval: Annual

Battery Type:

Quantity

Zone 1: 1 2 3 Other

Battery Full None
Coverage

Factory Warranty

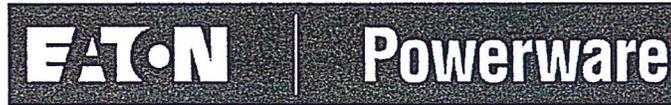
Years	Contract Description	COVERAGE Mon-Sun, 24 Hours		Price
3	FLEX PLAN <ul style="list-style-type: none"> On-Site Service 7x24 Unit Preventative Maintenance Service 7X24 Expedited delivery of units, parts and/or batteries Full battery coverage Worldwide Svc Helpdesk 	7x24	7x24	\$8375 for 9170 \$12,419 for APC ADDL 10% DISCOUNT
<p><i>*Holidays not included.</i> Total Agreement Charges:</p> <p>QUOTE TO RENEW 9170 ANDADD UNIT TO UPS CONTRACT 3919</p> <p>IT IS PRESUMED TO BE IN INITIAL WORKING ORDER.</p> <p>Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic</p> <p>Applicable state Sales Tax and shipping are not included in this Quote. QUOTE VALID THROUGH 5-31-20</p>				<p>\$18,714</p> <p>Billed annually @ \$6238</p>
<p><u>Comments:</u> Your batteries have a "full" battery warranty as long as a maintenance agreement remains in effect. If you have any questions please call me at the number below, or simply sign and fax back at the number provided to my attention. Thank you!</p> <p>Note: This is not an invoice. An invoice will follow after implementing the agreement.</p>				

By: _____
Authorized Signature (Name & Title) Date

By: Gwenn Moirano _____ ext 3328

(please print)
Authorized Signature required to validate the above
Service Plan(s), and forward this form to:
Eaton Corporation
ATTN: Gwenn Moirano
8609 Six Forks Road
Raleigh, NC 27615

Service Sales Manager Authorized Signature Date
For service and support:
Telephone: 1-800-356-5737 ext. 3328 Fax:1-888-872-8507
Remit payment to:
Eaton Corporation
PO Box 93531, Chicago, IL 60673-3531



FLEX PLAN

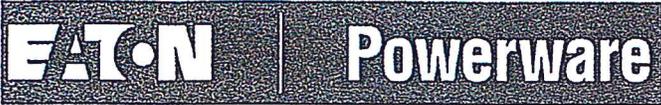
1. On-Site Repair (Monday - Sunday 24 hours)
(A factory trained technician will respond on-site to repair any UPS problem.)
 - Includes Parts, Labor, Mileage, Travel, and Shipping
 - * Normal Response is next day
2. Unit and Battery Preventative Maintenance (Monday – Sunday 24 hours)

A unit Preventative Maintenance visit keeps your system running smoothly and may help avoid service calls by correcting problems before they happen. The Eaton Power Quality Corporation Service Department recommends that systems have at least one PM per year. An annual visit is included with the plan, however, they can be performed semi-annually, quarterly, or monthly.

Service includes all on-site labor, mileage and expenses to complete the PM. The UPS may need to be powered down upon discovery of needed adjustments or repairs. The PM service includes:

- * Check of unit wiring
 - * Visual inspection of internal sub-assembly and major components
 - * Check of mechanical connections
 - * Check fan operation
 - * Clean foreign material from unit interior
 - * Check operation of alarm circuits
 - * Verification of system software parameters
 - * Calibration of unit to manufacturers specifications
 - * Verify bypass/static switch
 - * Perform battery and inverter diagnostics
 - * Verify charge operation
 - * Return unit to normal operation with customer loads
3. Expedited delivery of units, parts, and/or batteries
 4. Worldwide Service Help Desk
 5. Connectivity Support

* Plans can be configured outside of standard specifications. Please contact Gwenn Moirano at 800-356-5737 ext. 3328 or direct at 919 870 3328



Offer Date: 1-8-14

Bill To: 20612
 Customer: SAME AS EQUIPMENT LOCATION
 Address:
 City:
 State: Zip:
 Contact:
 Telephone:
 Plan Start Date: 1-1-17

Equipment Location:
 Customer: WARREN COUNTY SHERIFFS OFFICE
 Address: 1400 STATE ROUTE 9
 City: LAKE GEORGE
 State: NY Zi 12845
 p:
 Contact: MARK NEALE
 MARK.NEALE@SHERIFF.CO.WARREN.NY.US
 Telephone: 518-743-3586
 Site FC7.5K: One Ext Cab S C7.5K01514
 917018K: No Ext Cab N C661N018KK035656

Plan Expiration: 12-31-19

Unit P/M Interval: Annual

Battery Type:

Quantity

Zone 1: 1 2 3 Other

Battery Full None
 Coverage

Factory Warranty

Years	Contract Description	COVERAGE		Price
		Mon-Sun, 24 Hours		
3	FLEX PLAN • On-Site Service 7x24 • Unit Preventative Maintenance Service 7X24 • Next-day delivery of units, parts and/or batteries • Full battery coverage • Worldwide Svc Helpdesk		7x24	C7.5K = \$5536
			7x24	9170 = \$6304

*Holidays not included. Total Agreement Charges: \$11,838
RENEWAL QUOTE FOR UPS CONTRACT 3919
OPEN MARKET QUOTE
 Applicable state Sales Tax and shipping are not included in this Quote. QUOTE VALID THROUGH 12-31-16 Billed annually @ \$3946

Comments: Your batteries have a "full" battery warranty as long as a maintenance agreement remains in effect. If you have any questions please call me at the number below, or simply sign and fax back at the number provided to my attention. Thank you!

Note: This is not an invoice. An invoice will follow after implementing the agreement.

Customer Warren County Sheriff
 By: [Signature] 1-17-17 Date
 Authorized Signature (Name & Title)
 Ronald F. Conover, Chairman
 (please print)

Eaton Corporation
 By: Gwenn Moirano ext 3328
[Signature] 1-30-17
 Service Sales Manager Authorized Signature Date

Authorized Signature required to validate the above Service Plan(s), and forward this form to: Approved as to Form:
 Eaton Corporation
 ATTN: Gwenn Moirano

For service and support:
 Telephone: 1-800-356-5737 ext. 3328 Fax: 1-800-228-1899
 Remit payment to:
 Eaton Corporation

[Signature]



FLEX PLAN

1. On-Site Repair (Monday - Sunday 24 hours)

(A factory trained technician will respond on-site to repair any UPS problem.)

- Includes Parts, Labor, Mileage, Travel, and Shipping
- * Normal Response is 24 hours, Emergency Response is 8 hours (emergency response is defined as any location which is out of service due to a problem with Powerware equipment where an override of the Powerware equipment is not possible) (Response time can be upgraded)

2. Unit and Battery Preventative Maintenance (Monday – Sunday 24 hours)

A unit Preventative Maintenance visit keeps your system running smoothly and may help avoid service calls by correcting problems before they happen. The Eaton Power Quality Corporation Service Department recommends that systems have at least one PM per year. An annual visit is included with the plan, however, they can be performed semi-annually, quarterly, or monthly.

Service includes all on-site labor, mileage and expenses to complete the PM. The UPS may need to be powered down upon discovery of needed adjustments or repairs. The PM service includes:

- * Check of unit wiring
- * Visual inspection of internal sub-assembly and major components
- * Check of mechanical connections
- * Check fan operation
- * Clean foreign material from unit interior
- * Check operation of alarm circuits
- * Verification of system software parameters
- * Calibration of unit to manufacturers specifications
- * Verify bypass/static switch
- * Perform battery and inverter diagnostics
- * Verify charge operation
- * Perform any necessary field engineering modifications
- * Return unit to normal operation with customer loads

3. Next day delivery of units, parts, and/or batteries

4. Worldwide Service Help Desk

5. Connectivity Support

* Plans can be configured outside of standard specifications. Please contact Gwenn Moirano at 800-356-5737 ext. 3328 or direct at 919 870 3328

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 27-Dec-2016	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the Insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=308. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE Co.A Old Republic Insurance Co.			
INSURED Eaton US Holdings, Inc., Eaton Corporation plc, Eaton Corporation and all other divisions subsidiaries and controlled associate companies that are part of Eaton or Cooper Industries Eaton Center 1000 Eaton Boulevard , Cleveland Ohio 44122 United States			Co.B FM Global Insurance Company Co.C Co.D Co.E Co.F			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	MWZY 304046	01-JAN-2017	01-JAN-2018	GENERAL AGGREGATE	USD 10,000,000
					PRODUCTS - COMP/OP AGG	USD 10,000,000
					PERSONAL AND ADV INJURY	USD 2,500,000
					EACH OCCURRENCE	USD 5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD 2,500,000
					MED EXP (ANY ONE PERSON)	USD 5,000
A A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	MWTB 302899 Corporate MWTB 302900 Executive	01-JAN-2017 01-JAN-2017	01-JAN-2018 01-JAN-2018	COMBINED SINGLE LIMIT	USD 7,500,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	

					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
A	WORKERS COMPENSATION/ EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Excluded	MWC 309033 00	01-JAN-2017	01-JAN-2018		
					WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD 5,000,000
					EL DISEASE - POLICY LIMIT	USD 5,000,000
					EL DISEASE - EACH EMPLOYEE	USD 5,000,000
B	All-Risk Property	1022114	01-JAN-2017	01-JAN-2018		USD 2,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

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PRODUCER Marsh USA Inc. ("Marsh")	INSURED Eaton US Holdings, Inc., Eaton Corporation plc, Eaton Corporation and all other divisions subsidiaries and controlled associate companies that are part of Eaton or Cooper Industries Eaton Center 1000 Eaton Boulevard , Cleveland Ohio 44122 United States	
ADDITIONAL INFORMATION EACH OCCURRENCE LIMIT-OTHER THAN PRODUCTS/COMPLETED OPERATIONS \$5,000,000. EACH OCCURRENCE LIMIT-PRODUCTS/COMPLETED OPERATIONS \$6,500,000.		

OHIO EXCESS WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

POLICY NO. MWXS 304044

POLICY TERM: JANUARY 1, 2017 TO 2018

WORKERS COMPENSATION LIMITS: STATUTORY

EMPLOYERS LIABILITY INSURANCE: \$3,000,000 EACH ACCIDENT/\$3,000,000 EACH EMPLOYEE FOR DISEASE.

IF YOU HAVE A WRITTEN CONTRACT WITH THE NAMED INSURED THAT PROVIDES YOU WITH ADDITIONAL INSURED STATUS (ON POLICIES A&B), SEVERABILITY OF INTEREST ENTITLEMENTS (GENERAL LIABILITY POLICY ONLY), OR WAIVERS OF SUBROGATION (ON POLICIES A&B), THE POLICIES SHOWN HEREIN WILL RESPOND TO THOSE OBLIGATIONS OF THE UNDERLYING CONTRACT, BUT WILL NOT EXCEED THE SCOPE OF COVERAGE AND/OR LIMITS OF THE POLICY, PROVIDED THAT THE NAMED INSURED SIGNATORY HAS THE PROPER AUTHORITY TO BIND THE NAMED INSURED TO THE CONTRACT.

THE ABOVE REFERENCED WORKERS' COMPENSATION POLICY INCLUDES LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT (FORM WC 00 01 06 A).

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

Warren County Board of Supervisors

RESOLUTION NO. 551 OF 2016

Resolution introduced by Supervisors Wood, Dickinson, Girard, Frasier, Brock, Seber, Simpson, Vanselow, Montesi, Braymer and MacDonald

AUTHORIZING AGREEMENT CONTINUING CONTRACTUAL RELATIONSHIP WITH EATON CORPORATION (FORMERLY KNOWN AS POWERWARE GLOBAL SERVICES AND EATON POWER QUALITY CORPORATION) FOR UPS SYSTEM MAINTENANCE WITHIN THE WARREN COUNTY SHERIFF'S OFFICE

RESOLVED, that Warren County Sheriff's Office continue the contractual relationship (the previous contract being authorized by Resolution No. 74 of 2014) with Eaton Corporation (f/k/a Powerware Global Services and Eaton Power Quality Corporation), 8609 Six Forks Road, Raleigh, NC 27615, to provide UPS system maintenance within the Warren County Sheriff's Office, for an amount not to exceed Three Thousand Nine Hundred Forty-Six Dollars (\$3,946.) per year, for a period of three years, commencing on January 1, 2017 and terminating on December 31, 2019, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement in a form approved by the County Attorney, and be it further

RESOLVED, that in the event that this contract should be for a term beyond the current fiscal year, it is understood by and between the parties hereto that this agreement shall be deemed executory for such period and the County shall have no liability on account of this contract beyond funds appropriated and made available for the contract in each fiscal year, and be it further

RESOLVED, that the funds shall be expended from Code A.3110 470 Sheriff's Law Enforcement, Contract.

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

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

DEPARTMENT NAME: Sheriff

DATE: May 18, 2020

- (a) **Purpose of Amendment:** Amend County Budget to reflect the 2019 State Law Enforcement Terrorism Prevention Program Grant award.
- (b) **Appropriation Code, Object Code, Full Title and Amount:**
- | | | |
|-----------------|-----------------------------------|----------|
| A.3110.4043 250 | Sheriff's Law Enforcement | \$19,994 |
| | FY19 SLETPP - Technical Equipment | |
- (c) **Revenue Code (with title), and amount:**
- | | | |
|------------------|------------------------------|----------|
| A.3110.4043 4381 | Sheriff's Law Enforcement | \$19,994 |
| | FY19 State Law Enforcement | |
| | Terrorism Prevention Program | |

*Please note all amounts must be in whole dollars - no cents.



**Homeland Security
and Emergency Services**

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

August 20, 2019

The Honorable Ronald F. Conover
Chair, Warren County Board of Supervisors
Municipal Center
1340 State Route 9
Lake George, NY 12845

Dear Mr. Conover:

I am pleased to inform you that Warren County is awarded \$79,977 under the FY2019 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA.

As per Federal guidelines, at least 25 percent (\$19,994) of your award must be directed towards law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ). In addition, as a requirement of FY2019 SHSP federal funding, DHS/FEMA is requiring that all subrecipients complete the Nationwide Cyber Security Review (NCSR) by December 31, 2019. The NCSR enables agencies to benchmark and measure progress of improving their cybersecurity posture and is available at no cost to the user. More information on this requirement can be located in Information Bulletin 439 at: <https://www.fema.gov/media-library/assets/documents/176414>.

The performance period for this grant is from September 1, 2019 through August 31, 2022. Grant extensions beyond this date are highly unlikely. DHSES grants management staff will work with your designated SHSP grant program point of contact to provide additional administrative guidance in executing this award.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me at (518) 242-5000 or my Director of Grants, Shelley Wahrlich, at (518) 402-2123.

Sincerely,

Patrick A. Murphy
Commissioner

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: T974292 (Contract Number) ORIGINATING AGENCY CODE: 01077	
GRANTEE/CONTRACTOR:(Name & Address) Warren County 1340 State Route 9 Lake George NY 12845	TYPE OF PROGRAMS: WM2019 SLETPP CFDA NUMBER: 97.067 DHSES NUMBERS: WM19974292	
FEDERAL TAX IDENTIFICATION NO: 14-6002576 MUNICIPALITY NO: (if applicable) 520100000 000 SFS VENDER NO: 1000002438 DUN & BRADSTREET NO: 098334733	INITIAL CONTRACT PERIOD: FROM 09/01/2019 TO 08/31/2022 FUNDING AMOUNT FOR INITIAL PERIOD: \$19,994.00	
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)	
CHARITIES REGISTRATION NUMBER: <table border="1" data-bbox="126 653 776 688"> <tr> <td>n/a</td> </tr> </table> (Enter number or Exempt) if Exempt is entered above, reason for exemption. Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	n/a	APPENDIX ATTACHED AND PART OF THIS AGREEMENT APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) DHSES-55 Budget Amendment/Grant Extension Request Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
n/a		
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.		
NYS Division of Homeland Security and Emergency Services BY: Michele Wahrlich , Director of Grants Program Administration Date: 08/16/2019 State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. GRANTEE: BY: Ronald Conover Chairman Date: 08/15/2019		
ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	COMPTROLLER'S SIGNATURE Title: _____ Date: _____	