

PUBLIC SAFETY COMMITTEE
SHERIFF AGENDA
April 19, 2021

COMMITTEE MEMBERS: Supervisors Diamond, Magowan, Braymer, Frasier and Shepler

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 1. Request: To enter into an agreement with the Great Escape Theme Park, LP for reimbursement of dedicated on-site police services.
Rationale: Great Escape Theme Park, LP (Six Flags) has requested to have one uniformed Patrol Officer in the theme park every day they are open and operating. The agreement will allow for reimbursement of these services.
 2. Request: To enter into an agreement with the Village of Lake George for reimbursement of dedicated seasonal police services.
Rationale: The Village of Lake George has requested to have uniformed Patrol Officers assigned to the Village during the summer season. The agreement will allow for reimbursement of these services.
 3. Request: To enter into an agreement with Chic's Marina for routine service and emergency repairs to Sheriff's Office patrol vessels.
Rationale: The Sheriff's Office patrol vessels require annual service at the start and end of the summer season, as well as period repairs throughout the year. This agreement will allow for payment of such service and repairs.
 4. Request: To enter into an Intermunicipal agreement with the Town of Schroon and the Essex County Sheriff's Office to provide marine law enforcement services on Schroon Lake.
Rationale: The agreement will allow the Town of Schroon to reimburse the Sheriff's Office for marine law enforcement services.
 5. Request: To renew an Intermunicipal agreement with the Town of Horicon to provide marine law enforcement services on Schroon Lake.
Rationale: The agreement will allow the Town of Horicon to reimburse the Sheriff's Office for marine law enforcement services.
 6. Request: To rescind Resolution No. 87 of 2021 that allowed for an agreement between the Warren County Sheriff's Office and MCI Communications Services, LLC (d/b/a Verizon Business Services) for internet fiber services.
Rationale: MCI Communications Services provides the internet service at New York State Contract pricing. An agreement to allow for payment is not required.

7. Request: To create and fill a new part-time Patrol Officer position at an hourly rate of \$20.3716 to process and submit civil fingerprints to the New York State Division of Criminal Justice Services for Warren County pistol permit applicants.

Rationale: The position will allow the Sheriff's Office to process and submit fingerprints for Warren County pistol permit applicants.

8. Request: To fill Patrol Officer #TBD.

Rationale: A Patrol Officer position will be vacated in May upon retirement of a member.

IV. Discussion Items:

V. Referrals/Pending Items:

1. Part-time Patrol Officer to process and submit civil pistol permit applicant fingerprints

VI. Privilege of the floor and public comment (please allow for 15 second delay on live stream meetings)

VII. Motion to adjourn

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- Attachments:
1. Resolution Request Form No. 3 - Request for New Contract (Great Escape Theme Park LP)
 2. Resolution Request Form No. 3 - Request for New Contract (Village of Lake George)
 3. Resolution Request Form No. 3 - Request for New Contract (Chic's Marina)
 4. Resolution Request Form No. 3 - Request for New Contract (Town of Schroon/Essex Co SO)
 5. Resolution Request Form No. 4 - Request to Extend Existing Contract (Town of Horicon)
 6. Resolution Request Form No. 20 - Miscellaneous (Rescind Resolution)
 7. Resolution Request Form No. 11 - Request to Create New Position (Civil Fingerprints)
Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Civil Fingerprints)
 8. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Patrol Officer)

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: April 19, 2021

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Dedicated police services to Great Escape Theme Park, LP
- (c) **Name of Contractor:** Great Escape Theme Park, LP
- (d) **Address of Contractor:** 1172 State Route 9, Queensbury NY 12804
- (e) **Contractor's Contact Person and Telephone Number:** Rebecca Wood, President
(518) 792-3500
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** Upon Execution
- (h) **Termination Date of Contract:** 12/31/2021
- (i) **Payment Provisions:**
 - i) **lump sum amount**
 - ii) **hourly rate amount** Officer hourly OT rate + fringe
 - iii) **total amount not to exceed**
 - iv) **how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)**
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3110 120 General Sheriff's Law Enforcement - Salaries - Overtime

* as listed in budget and LOGOS

**AGREEMENT FOR LIMITED POLICE PRESENCE
WITHIN THE GREAT ESCAPE THEME PARK**

THIS AGREEMENT made by and between the **COUNTY OF WARREN SHERIFF'S DEPARTMENT**, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1400 State Route 9, Lake George, New York 12845 (the "Provider"), and

THE GREAT ESCAPE THEME PARK, LP, an organization formed under the laws of the State of New York, having its principal offices and place of business located at 1172 Route 9, Queensbury, New York 12804 (the "Park"),

1. The Park and the Provider agree that the Provider shall provide a law enforcement presence at the Great Escape Theme Park on such dates and times as the parties agree upon during the 2021 season. If the Provider cannot maintain presence during a scheduled shift the Provider will not be held liable.

2. In consideration of the services to be provided by the Provider, the Park shall pay the Provider the actual hourly rate for the assigned personnel plus actual fringe benefits for each uniformed law enforcement officer at the Park for the hours and dates agreed upon. Payment shall be made in accordance with the provisions in this Agreement herein under.

3. All personnel of the Provider providing law enforcement presence shall be within the employ of Provider only, which alone shall be responsible for their work, direction, supervision, compensation and all benefits.

4. The Park shall carry general liability coverage in the amounts of at least \$500,000 per occurrence (\$1,500,000 aggregate), and an Umbrella policy of at least \$2,000,000 with respect to the County and any of its employees or agents. The Park shall name the Warren County Sheriff, Warren County, its Board, officers and employees as additional insured on a primary, non-contributory basis to the Park's general liability policy. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.

5. The Park shall furnish to the Provider certificate(s) of insurance evidencing coverage and extensions stipulated in paragraph number 4, upon execution of this Agreement. The failure of the Provider to provide such certificate of insurance shall not be deemed a waiver by the Provider of the Park's obligation to provide same insurance coverage. In addition, and in the event of any defect in any certificate of insurance, regardless of when such defect may be discovered, the acceptance by the Provider of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the Park provide insurance coverage as noted anywhere in this Agreement.

6. This Agreement shall commence upon execution by both parties and continue through the 2021 season, unless amended by mutual agreement of the parties or until terminated by either party with or without cause. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

7. To the fullest extent permitted by law, the Park shall indemnify, hold harmless and defend the Warren County Sheriff's Department and Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the Warren County Sheriff's Department or Warren County, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the Park's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the Park's operation of the Great Escape or from any of the acts or omissions on the part of the Park, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors, guests and invitees. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

8. Provider shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, Provider agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Provider shall hold harmless, indemnify and defend Warren County, its boards, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

9. Any type of Sexual Harassment is against Warren County policy and is unlawful. Provider acknowledges and agrees that it has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found [online at https://warrencountyny.gov/hr/fonns.php](https://warrencountyny.gov/hr/fonns.php) under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. Provider shall follow the policy in its entirety. If a complaint does arise, Provider is to notify Warren County promptly. To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from Provider and/or agent's breach of this policy.

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

11. In the event that any schedule or attachment to this Agreement shall conflict with the various numbered clauses or provisions of this Agreement, such clauses or provisions shall be controlling, as to the intended Agreement of the parties.

12. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written Agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be

executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the Provider in writing.

13. Delivery of Services

a. Service Area

The Provider shall provide a law enforcement presence within the physical boundaries of the Great Escape Theme Park.

b. Quantity of Services

The Provider will assign to the Park one (1) uniformed law enforcement officer for foot patrol on such dates and times as the parties agree upon and continuing as necessary through the 2021 operating season.

c. How Delivered

The scheduling, direction and supervision of the Provider's personnel and those matters incident to the delivery of additional law enforcement services to the Park shall be determined by the Provider.

d. Billing and Payment

Provider shall forward itemized invoices to the Park on a monthly basis. Upon presentation of a billing statement, the Park shall within thirty (30) days, pay to the Provider the amounts due as agreed upon herein for the services rendered. Failure to render payment within thirty (30) days of receipt of invoice shall constitute grounds for immediate termination of this Agreement.

e. Termination

Either party may terminate this Agreement with or without cause at any time or for convenience at any time upon ten (10) days written notice to the Provider.

f. Payment Upon Termination

If either party terminates this Agreement prior to the completion of services, the Sheriff shall be paid for those services rendered pursuant to this Agreement on a pro-rated basis.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year of execution of the last signatory hereunder.

Approved as to Form:

COUNTY OF WARREN

Name: _____
Warren County Attorney's Office
Date: _____

Name: _____
Chairman of the Board
Date: _____

THE GREAT ESCAPE THEME PARK, LP

Rebecca Wood, Park President
Date: _____

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: April 19, 2021

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Dedicated police services in the Village of Lake George
- (c) **Name of Contractor:** Village of Lake George
- (d) **Address of Contractor:** 26 Old Post Road, Lake George NY 12845
- (e) **Contractor's Contact Person and Telephone Number:** Robert M. Blais, Mayor
(518) 668-5771
- (f) **Has or will the Contract be provided, if so, please attach:** No
- (g) **Commencement Date of Contract:** Upon Execution
- (h) **Termination Date of Contract:** 12/31/2021
- (i) **Payment Provisions:**
 - i) **lump sum amount**
 - ii) **hourly rate amount** Officer hourly OT rate + fringe
 - iii) **total amount not to exceed**
 - iv) **how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)**
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3110 120 General Sheriff's Law Enforcement - Salaries - Overtime

* as listed in budget and LOGOS

**AGREEMENT FOR POLICE PRESENCE WITHIN
THE VILLAGE OF LAKE GEORGE**

THIS AGREEMENT, by and between the **COUNTY OF WARREN**, a municipal corporation with offices located at 1340 State Route 9, Lake George, New York (the “County”) for itself, and also for the *Warren County Sheriff’s Department* (the “Sheriff’s Department”) with offices at 1400 State Route 9, Lake George, New York; and the

VILLAGE OF LAKE GEORGE, County of Warren, a municipal corporation with offices located at 26 Old Post Road, Lake George, New York (the “Village”).

WHEREAS, the County, and Village of Lake George are authorized to enter into agreements for the performance of their respective functions on a cooperative or contract basis pursuant to Article 5-G of the New York General Municipal Law, and

WHEREAS, the Village brings thousands of individuals to Warren County annually, and

WHEREAS, for the purpose of enhancing public safety and welfare in The Village, the Village of Lake George is requesting the Warren County Sheriff’s Office to provide police presence in The Village on such dates and times as the parties agree upon and continuing through the 2020 season, and

WHEREAS, for the police presence, the Village of Lake George has agreed to pay the Warren County Sheriff’s Office an hourly overtime rate for the specific employee plus fringe benefits, and

WHEREAS, the police presence at the Village of Lake George is budget neutral meaning it is provided at no additional cost to Warren County, and

WHEREAS, entering into this agreement has been approved by the respective boards of the parties;

NOW WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services. The County shall provide police presence in the Village of Lake George, Thursday, Friday, and Saturday evenings from 6:00P.M. to 2:00A.M. commencing Memorial Day weekend and terminating on September 12, 2020.

2. Payment of Expenses. In consideration of the service to be provided, the Village shall pay the County the hourly overtime rate for the specific County employee providing the service, plus fringe benefits.

Upon presentation of a billing statement, the Village shall pay to the County the amounts due as agreed upon herein for the services rendered. Failure to render payment within ten (10) days of receipt of the invoice shall constitute grounds for immediate termination of this Agreement.

3. Term of Agreement. The agreement shall commence upon execution by both parties and terminate December 31, 2020. Either party may terminate this agreement, for any reason, upon ten (10) days written notice.

If either party terminates this Agreement prior to the completion of services, the Sheriff shall be paid for those services rendered pursuant to this Agreement on a pro-rated basis.

4. County Personnel. All personnel providing police presence shall be within the employ of the County only. The Sheriff or his designee shall be responsible for their work, direction, and supervision.

5. Indemnification, Defense and Hold Harmless. To the fullest extent permitted by law, the Village shall indemnify, hold harmless and defend the Warren County Sheriff 's Department and Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the Warren County Sheriff's Department or Warren County, its Board, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the Village's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the Village's operation or from any of the acts or omissions on the part of the Village, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors, guests and invitees. If such indemnity is made void or otherwise impaired by any law controlling the

construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

The Village shall, upon the County's demand promptly and diligently defend at the Village's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under this paragraph and the Village shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

The Village shall and shall cause the Village's officers, employees and agents to cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding related to the subject matter of this agreement.

6. Insurance. The Village shall carry General Liability coverage in the amounts of at least \$1,000,000 per occurrence \$2,000,000 aggregate, and an Umbrella policy of at least \$2,000,000 with respect to the County and any of its employees or agents. The Village shall name the Warren County Sheriff, Warren County, its Board, officers and employees as additional insured on a primary, non-contributory basis to the Village's General Liability policy. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.

The Village shall furnish to the Provider Certificate(s) of Insurance evidencing coverage and extensions stipulated in this paragraph, upon execution of this Agreement. The failure of the Village to provide such Certificate of Insurance shall not be deemed a waiver by the Provider of the Village's obligation to provide same insurance coverage. In addition and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the Provider of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that the Village provide insurance coverage as noted anywhere in this Agreement

7. Discrimination. In connection with the execution of this agreement the parties shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin.

Any type of Sexual Harassment is against Warren County policy and is unlawful. The Village acknowledges and agrees that they have read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at www.warrencountyny.gov/hr/forms.php under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. The Village shall follow the policy in its entirety. If a complaint does arise, the Village is to notify Warren County promptly. To the fullest extent permitted by law, the Village shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, resulting from the Village and/or agent's breach of this policy.

8. Miscellaneous. This is the entire agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect. This agreement may be executed in any number of counterparts. Any dispute under this agreement or related to this agreement shall be decided in accordance with the Laws of the State of New York and shall be brought in a court of competent jurisdiction located in Warren County, New York.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year the last party executes.

COUNTY OF WARREN, for and on behalf of itself, and also for the **Warren County Sheriff's Department**

By: Frank E. Thomas

Hon. Frank Thomas, Chair, Board of Supervisors

VILLAGE OF LAKE GEORGE

By: Robert M. Blais

Hon. Robert M. Blais, Mayor

Approved as to Form:

Mary Clum
Warren County Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Upstate Agency, LLC 20 South Street Glens Falls NY 12801		CONTACT NAME: Valerie Childs, CISR, CPIA PHONE (A/C, No, Ext): (518) 730-0027 FAX (A/C, No): (518) 793-3627 E-MAIL ADDRESS: valerie.childs@upstateagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: New York Municipal Insurance Reciprocal	
		INSURER B: Liberty Mutual Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MPLVLGE001	06/01/2019	06/01/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							Employee Benefits	\$ 1,000,000
A	AUTOMOBILE LIABILITY			MCAVLGE001	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY						Hired/borrowed	\$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB			MECVLGE001	06/01/2019	06/01/2020	EACH OCCURRENCE	\$ 3000000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 6000000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Equipment (Including leased and rented equipment)			BMW58666127	06/01/2019	06/01/2020	Deductible \$1000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is additional insured as required by written contract or agreement

CERTIFICATE HOLDER		CANCELLATION	
County of Warren 1340 State Rt. 9/Municipal Ctr Lake George NY 12845		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  	

ADDITIONAL COVERAGES

Ref #	Description Non-owned	Coverage Code NOWND	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Mutual Aid	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

MPL 216 03 06 **GENERAL LIABILITY**

NEW YORK MUNICIPAL SPECIAL

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the General Liability Policy.

ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

WHO IS AN INSURED is amended to include any person or organization which because of a written contract, agreement or permit coverage is provided under this policy, but only with regards to your operations, "your work" or facilities owned or used by you.

- a. This provision does not apply:
 - (1) Unless the written contract or agreement has been executed by the entity seeking coverage prior to the "bodily injury," "property damage," "personal and advertising injury;"
 - (2) To any person or organization included as an insured under this Coverage Part; or
 - (3) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) To any person or organization contracted to supply municipal products or services on your behalf.
- b. When a lessor of leased equipment becomes an insured under this provision, the following additional exclusions apply:
 - (1) To any "occurrence" which takes place after the equipment lease expires; or
 - (2) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
- c. When an engineer, architect or surveyor becomes and insured under this provision, the following additional exclusions applies:

"Bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (2) Supervisory, inspection, or engineering services.
- d. When:
 - (1) Owners or other interests from whom land has been leased/borrowed; or

- (2) Manager or owner/lessor of premises;

Becomes an insured under this provision, the following exclusions apply:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

STATE OF NEW YORK WORKERS'
COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
COUNTY SELF-INSURANCE PLAN

<p>1a. Legal name and address of participant in County Self-Insurance Plan</p> <p>Village of Lake George P O Box 791 Lake George NY 12845</p> <p>1b. Effective date of membership in the Plan <u>1/1/1992</u>.</p>	<p>1c. Telephone number of participant</p> <p>518-668-5771</p> <p>1d. NYS Unemployment Insurance Employer Registration Number of participant</p> <p>04-615588</p> <p>1e. Federal Employer Identification Number of participant 14 600 2271</p>
<p>2. Name and Address of the Entity Requesting Proof of coverage</p> <p>Warren County Attorney's Office 1340 State Route 9 Lake George, NY 12845</p>	<p>3. Name and address of County Self-Insurer</p> <p>Warren County Self-Insurance 1340 State Rt 9 Lake George NY 12845</p>

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

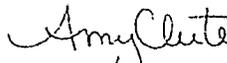
If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office. (See reverse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

Certified by: Amy Clute
(Print name of authorized representative of County Self-Insurer)

Certified by:  8/9/17
(Signature) (Date)

Title: Insurance Administrator

Telephone Number: 518-761-6528

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This certificate is valid for a maximum of one year from the date this form is approved by the authorized representative of the County Self-Insurance Plan. After that date, if the participant continues to be named on a permit, license or contract issued by the above government entity, the participant must provide that government entity with a new certificate. The participant must also provide a new certificate upon notice of cancellation or change in status of such participation in the County Self-Insurance Plan.

The County Self-Insurer must file a copy of this certificate with the Workers' Compensation Board Self-Insurance Office at the address listed below.

Workers' Compensation Board
Self-Insurance Office-3rd Floor
328 State Street
Schenectady, NY 12305

Warren County Board of Supervisors

RESOLUTION NO. 115 OF 2020

RESOLUTION INTRODUCED BY SUPERVISORS LEGGETT, SIMPSON, BRAYMER, DIAMOND, DRISCOLL, SEEBER AND SHEPLER

AUTHORIZING THE WARREN COUNTY SHERIFF TO EXECUTE AN AGREEMENT WITH THE VILLAGE OF LAKE GEORGE FOR POLICE PRESENCE DURING THE 2020 SEASON

WHEREAS, the Village of Lake George (“The Village”) brings thousands of individuals to Warren County annually, and

WHEREAS, for the purpose of enhancing public safety and welfare in The Village, the Village of Lake George is requesting the Warren County Sheriff’s Office to provide police presence in The Village on such dates and times as the parties agree upon and continuing through the 2020 season, and

WHEREAS, for the police presence, the Village of Lake George has agreed to pay the Warren County Sheriff’s Office an hourly overtime rate for the specific employee plus fringe benefits, and

WHEREAS, the police presence in the Village of Lake George is budget neutral meaning it is provided at no additional cost to Warren County, and

WHEREAS, the Warren County Sheriff is requesting to enter into an agreement with the Village of Lake George, to provide police presence in The Village on such dates and times as the parties agree upon commencing upon execution by both parties and terminating December 31, 2020, now, therefore, be it

RESOLVED, that the Warren County Sheriff enter into an agreement with the Village of Lake George to provide police presence within The Village on such dates and times as the parties agree upon, commencing upon execution by both parties and terminating December 31, 2020 at an hourly overtime rate for the specific employee plus fringe benefits, with the Village of Lake George providing liability insurance and indemnification of Warren County, in a form approved by the County Attorney, and be it further

RESOLVED, that any necessary budget amendments to reflect the Sheriff’s Office increase in overtime and the budget neutral impact of this agreement are hereby authorized.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: April 19, 2021

- (a) **Is this a Result of a Bid or Request for Proposal?** Yes
- (b) **Purpose of Contract:** Routine service and emergency repairs to patrol vessels
- (c) **Name of Contractor:** Chic's Marina
- (d) **Address of Contractor:** 4782 Lakeshore Drive, Bolton Landing NY 12814
- (e) **Contractor's Contact Person and Telephone Number:** Kristen DePace
(518) 644-2170
- (f) **Has or will the Contract be provided, if so, please attach:** No
- (g) **Commencement Date of Contract:** Upon Execution
- (h) **Termination Date of Contract:** 12/31/2021
- (i) **Payment Provisions:**
 - i) lump sum amount SEE ATTACHMENT
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3110 441 General Sheriff's Law Enforcement - Auto Supplies & Repair

* as listed in budget and LOGOS

PROPOSAL

PROPOSAL OF:
COMPANY NAME: Chic's Marina

TO: Terry M. Comeau, Undersheriff
Gregory Dunn, Patrol Sergeant, Marine Unit Supv.
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845

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

- A. ONE TUNE-UP FOR TWO TWIN 200HP, Yamaha ENGINES: \$740.00 x 2 = \$1480.00
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor.)
- B. ONE TUNE-UP FOR THREE SINGLE 90HP OMC ENGINES: \$355.00 x 3 = \$1,065.00
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor.)
- C. ONE TUNE-UP FOR SINGLE 200HP MERCURY OMC ENGINE: \$1,000.00
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor.)
- D. ONE SPRING START FOR (2) 24FT BOSTON WHALERS, (2) 17FT BOSTON WHALERS, (1) PROLINE 22FT AND (1) SWEETWATER PONTOON BOAT 24FT: \$2150.00
(Including, but not limited to, washing the hull, draining, pressure testing, refilling gear cases, lubricating all fittings, checking all fluid levels, changing all VRO filters, changing fuel filters, launching, and test-running all equipment for all six (6) items as listed in specifications.)
- E. ONE WINTER SHUT-DOWN FOR (2) 24FT BOSTON WHALERS, (2) 17FT BOSTON WHALERS, (1) PROLINE 22FT AND (1) SWEETWATER PONTOON BOAT: \$3240.00
(Including, but not limited to, draining all gear cases, winterizing engines, shrink-wrapping boats, and storing from winter to spring at a safe and secure location for all six (6) items as listed in specifications.)

PERCENTAGE MARKUP ON PARTS: no markup

TOTAL AMOUNT ITEMS (A-D): \$8,595.00

F. HOURLY RATE FOR LABOR: \$110.00

The vendor hereby certifies that there are no Federal or State taxes included in the above prices and that he is the only intermediary between manufacturer and purchaser.

DATE: 4/12/21 FEDERAL ID#: 14-1498452

NAME OF FIRM: Chic's Marina, Inc

BUSINESS ADDRESS: PO Box 1237, 4782 Lakeshore Dr, Bolton Landing, NY

SIGNATURE OF BIDDER: [Signature] TITLE: Owner

NAME OF BIDDER (PRINTED): Kristen DePace

PHONE #: 518, 644-2170 FAX #: 518, 644-2199

kristen@chicsmarina.com

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: April 19, 2021

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Provide marine law enforcement services on Schroon Lake
- (c) **Name of Contractor:** Town of Schroon
- (d) **Address of Contractor:** 15 Leland Avenue, Schroon Lake NY 12870
- (e) **Contractor's Contact Person and Telephone Number:** Jeff Subra, Supervisor
(518) 532-7737
- (f) **Has or will the Contract be provided, if so, please attach:** No
- (g) **Commencement Date of Contract:** Upon Execution
- (h) **Termination Date of Contract:** 12/31/2021
- (i) **Payment Provisions:**
 - i) lump sum amount \$4,000
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3110 2265 Sheriff's Law Enforcement - Schroon Lake Enforcement - \$4,000

* as listed in budget and LOGOS

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 2020, between

TOWN OF SCHROON, a municipal corporation duly organized and existing under the laws of the State of New York with principal offices located in Schroon Lake, Essex County, New York (hereinafter referred to as "Town"); and

WARREN COUNTY, with principal offices located in Lake George, Warren County, New York (hereinafter referred to as "Warren County"); and

ESSEX COUNTY SHERIFF'S DEPARTMENT, a department of Essex County with principal offices located in Lewis, Essex County, New York (hereinafter referred to as "Essex County").

WITNESSTH:

WHEREAS, the Town desires to have a boat patrol law enforcement services on Schroon Lake; and

WHEREAS, by Intermunicipal Agreement among the parties hereto and dated January 1, 2020, it was agreed that for certain consideration Warren County would furnish boat patrol law enforcement services on the portion of Schroon Lake located within Essex County upon certain terms and conditions specified in said Intermunicipal Agreement and the parties hereto desire to renew and continue said Intermunicipal Agreement for an additional term, and

WHEREAS, in order to promote the health, safety and welfare of persons using Schroon Lake, the parties hereto desire to continue the Intermunicipal Agreement pursuant to General Municipal Law Article 5-G with respect to the provision by Warren County of boat patrol law enforcement services on the portion of Schroon Lake located within Essex County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Warren County agrees to provide and furnish boat patrol law enforcement services on the portion of Schroon Lake located within Essex County, and will endeavor to furnish such services four (4) days per week subject to Warren County's law enforcement resources and emergency situations.
2. The Town agrees to pay to Warren County the sum of Four Thousand Dollars (\$4,000) per year for providing and furnishing such services, which Warren County agrees to accept as full payment of its actual and necessary expenses in providing and performing such services during each year of this agreement. The annual payment shall be made on or before September 1st of each year.
3. Essex County expressly agrees that the Sheriff's Deputy assigned by Warren County to provide and perform boat patrol law enforcement services under this agreement shall be appointed and designated as special deputies of the Essex County Sheriff's Department.
4. The parties agree to cooperate with and assist each other in the carrying out and performance of this agreement.
5. Warren County agrees to defend, indemnify and hold harmless Essex County from any claim or cause of action which may arise out of Warren County's performance of this agreement and/or negligence; and Essex County agrees in a like manner to defend, indemnify and hold harmless Warren County from any claim or cause of action which may arise out of Essex's performance of this agreement and/or negligence.

6. Each party to this agreement shall be responsible for maintaining its own liability insurance coverage. However, the parties may agree to jointly procure and carry liability insurance covering the parties as named insureds, and in such event the costs of such insurance shall be paid equally by the parties.
7. The term of this agreement shall be, for a period of one (1) year commencing on January 1, 2020 and terminating on December 31, 2020. This agreement may be terminated by any party for cause at any time or for convenience by providing thirty (30) days written notice to all other parties.
8. Should the parties deem it necessary or the situation warrant it, communications and/or notice shall be deemed given sufficiently for purposes of this Agreement, if the same are committed to written form and delivered respectively to:

Warren County

Warren County Sheriff's Dept.
1400 State Route 9
Lake George, New York 12845
Attn: James LaFarr, Sheriff

Town

Town of Schroon
15 Leland Avenue
P. O. Box 578
Schroon Lake, New York 12870
Attn: Michael Marnell, Supervisor

Jeffrey Subra

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

Warren County Attorney
1340 State Route 9
Lake George, New York 12845

Essex County

Essex County Sheriff's Dept.
702 Stowersville Road
Lewis, New York 12950
Attn: ~~Richard C. Cutting~~, Sheriff

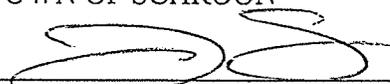
David Reynolds

9. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held

unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York.

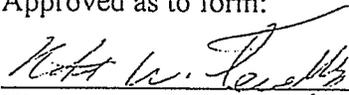
IN WITNESS WHEREOF, this agreement has been executed by the duly authorized representative of each party.

TOWN OF SCHROON

By: 
JEFFREY SUBRA, Supervisor

Dated: 3/10, 2020

Approved as to form:


Warren County Attorney, ATTORNEY

COUNTY OF WARREN

By: 
FRANK THOMAS, Chairman
Board of Supervisors

Dated: 2/21, 2020

WARREN COUNTY SHERIFF'S DEPT.

By: 
JAMES LAFARR, Sheriff

Dated: March 2, 2020

ESSEX COUNTY SHERIFF'S DEPT.

By: 
DAVID REYNOLDS, Sheriff

Dated: 4/13/, 2020

Warren County Board of Supervisors

RESOLUTION NO. 59 OF 2020

RESOLUTION INTRODUCED BY SUPERVISORS LEGGETT, SIMPSON, BRAYMER, DIAMOND, DRISCOLL, SEEGER AND SHEPLER

AUTHORIZING RENEWAL OF INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SCHROON AND ESSEX COUNTY SHERIFF'S DEPARTMENT FOR MARINE LAW ENFORCEMENT ON SCHROON LAKE IN THE TOWN OF SCHROON, ESSEX COUNTY, NEW YORK

RESOLVED, that Warren County renew and continue the Intermunicipal Agreement (the previous agreement being authorized by Resolution No. 230 of 2017), with the Town of Schroon, and the Essex County Sheriff's Department, to provide boat patrol law enforcement services on the portion of Schroon Lake located within Essex County, for an amount of Four Thousand Dollars (\$4,000) to be paid to Warren County, for a term commencing January 1, 2020 and terminating December 31, 2020, and the Chairman of the Board of Supervisors and the Warren County Sheriff are hereby authorized to execute a renewal of the Intermunicipal Agreement with the Town of Schroon and the Essex County Sheriff's Department in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff

DATE: April 19, 2021

- (a) **Purpose of Contract Change:** Extension of Intermunicipal Agreement with the Town of Horicon for marine law enforcement services on Schroon Lake
- (b) **Resolution Number, or Numbers if Amended, which Authorized the Original Contract:** 281 of 2018
- (c) **Name of Contractor:** Town of Horicon
- (d) **Address of Contractor:** 6604 State Route 8, Brant Lake NY 12815
- (e) **Contractor's Contact Person and Telephone Number:** Sylvia Smith, Supervisor
(518) 494-3647
- (f) **Commencement Date of Extension:** Upon Execution
- (g) **Termination Date of Extension:** 12/31/2021
- (h) **Payment Provisions:**
 - i) lump sum amount \$2,500
 - 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:**

A.3110 2265 Sheriff's Law Enforcement - Schroon Lake Enforcement - \$2,500

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

EXTENSION OF INTERMUNICIPAL AGREEMENT

THIS EXTENSION AGREEMENT is made by and between the **TOWN OF HORICON**, a municipal corporation duly organized and existing under the laws of the State of New York with principal offices located at 6604 State Route 9, Brant Lake, New York 12815 (hereinafter referred to as "Town"); and

WARREN COUNTY, acting for and on behalf of the WARREN COUNTY SHERIFF'S DEPARTMENT, a department of Warren County with principal offices located at 1340 State Route 9, Lake George, New York 12845 (hereinafter referred to as "County").

WITNESSTH:

WHEREAS, the Town of Horicon desires to have boat patrol law enforcement services on Schroon Lake; and

WHEREAS, in order to promote the health, safety and welfare of persons using Schroon Lake, the parties hereto desire to extend the previous municipal cooperation agreement pursuant to General Municipal Law Article 5-G for Warren County to provide boat patrol law enforcement services on the portion of Schroon Lake located within the Town of Horicon.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The County agrees to provide and furnish boat patrol law enforcement services on the portion of Schroon Lake located within the Town of Horicon, and will endeavor to furnish such services subject to the County's law enforcement resources and emergency situations.
2. The Town agrees to pay to the County the sum of Two Thousand Five Hundred Dollars (\$2,500) per year for providing and furnishing such services, which the

County agrees to accept as full payment of its actual and necessary expenses in providing and performing such services during each year of this agreement.

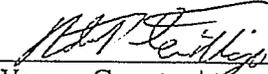
3. The parties agree to cooperate with and assist each other in carrying out the performance of this agreement.
4. The County agrees to defend, indemnify and hold harmless the Town from any claim or cause of action which may arise out of the County's performance of this agreement and/or negligence.
5. Each party to this agreement shall be responsible for maintaining its own liability insurance coverage. However, the parties may agree to jointly procure and carry liability insurance covering the parties as named insureds, and in such event the costs of such insurance shall be paid equally by the parties.
6. The term of this agreement shall commence January 1, 2020 and terminate December 31, 2020, or upon thirty (30) days written notice to the other party, with an option to renew for one (1) additional one (1) year term.
7. Should the parties deem it necessary or the situation warrant it, communications and/or notice shall be deemed sufficient for purposes of this Agreement, if the same are committed to written form and delivered respectively to:

Warren County
Warren County Sheriff's Dept.
1400 State Route 9
Lake George, NY 12845
Attn: James LaFarr, Sheriff

Town
Town of Horicon
6604 State Route 8
Brant Lake, New York 12815
Attn: Matthew J. Simpson, Supervisor

IN WITNESS WHEREOF, this agreement has been executed by the duly authorized representative of each party.

Approved as to form:


Warren County Attorney, ASSISTANT.

COUNTY OF WARREN

By: 
FRANK THOMAS, Chairman
Board of Supervisors

Dated: 9/3/20

TOWN OF HORICON

By: 
MATTHEW J. SIMPSON, Supervisor

Dated: 9/9/2020

Warren County Board of Supervisors

RESOLUTION NO. 281 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS LEGGETT, GERAGHTY, SIMPSON, WILD, MAGOWAN, DIAMOND, SOKOL, HOGAN, BRAYMER, DRISCOLL AND VACANT

AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE TOWN OF HORICON FOR MARINE LAW ENFORCEMENT ON SCHROON LAKE IN THE TOWN OF HORICON, COUNTY OF WARREN

WHEREAS, the Town of Horicon desires to have boat patrol law enforcement services on the portion of Schroon Lake located within the Town of Horicon, County of Warren, and

WHEREAS, in order to promote the health, safety and welfare of persons using Schroon Lake, it has been recommended that Warren County provide said boat patrol law enforcement services on the portion of Schroon Lake located within the Town of Horicon, County of Warren, now, therefore, be it

RESOLVED, that Warren County enter into an intermunicipal agreement with the Town of Horicon, Town Hall, 6604 State Rte. 8, Brant Lake, New York 12815, to provide the Town of Horicon with boat patrol law enforcement services on the portion of Schroon Lake located within the Town of Horicon, County of Warren, in the amount of Two Thousand Five Hundred Dollars (\$2,500) to be paid to Warren County for a term commencing May 1, 2018 and terminating December 31, 2018, with an option to renew for up to three (3) additional annual terms, and the Chairman of the Board of Supervisors and/or the Warren County Sheriff, be, and hereby are, authorized to execute an intermunicipal agreement in the form approved by the County Attorney.

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: Sheriff

DATE: April 19, 2021

- (a) **Purpose of Request:** To rescind Resolution No. 87 of 2021 that allowed for an agreement between the Warren County Sheriff's Office and MCI Communications Services, LLC (d/b/a Verizon Business Services) for internet services.

- (b) **Details:** MCI Communications Services, LLC (d/b/a Verizon Business Services) provides the internet service at New York State Contract pricing rates, therefore the agreement is not required.

- (c) **Previous Resolution Number:** N/A

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

N/A

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION No. 87 OF 2021

RESOLUTION INTRODUCED BY SUPERVISORS DIAMOND, MAGOWAN, BRAYMER, FRASIER AND SHEPLER

AUTHORIZING AGREEMENT WITH MCI COMMUNICATIONS SERVICES, LLC D/B/A VERIZON BUSINESS SERVICES TO INSTALL AND PROVIDE ETHERNET E-LINE FIBER OPTIC COMMUNICATIONS SERVICE AT THE WARREN COUNTY SHERIFF'S OFFICE AND THE HAGUE RADIO TOWER SITE TO IMPROVE RADIO COMMUNICATIONS

RESOLVED, that Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with MCI Communications Services, LLC d/b/a Verizon Business Services, 505 North Point Parkway, Alpharetta, Georgia 30022, to install and provide ethernet e-line fiber optic communications service at the Warren County Sheriff's Office and the Hague Radio Tower Site, 4 West Hague Road, Hague, New York, to improve radio communications, for an amount not to exceed Eight Hundred Seventy Dollars and Twenty Cents (\$870.20) per month, plus a one time connection fee of Twenty-Five Dollars (\$25), for a term commencing upon execution by both parties and terminating Thirty-Six (36) months from date of execution, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.3020 428 Sheriff's 911 Center, Data Processing & Internet Fees.

From: Butler, Julie [<mailto:butlerj@warrencountyny.gov>]
Sent: Friday, April 2, 2021 8:51 AM
To: Girard, Monica <Monica.Girard@WarrenCountySheriffNY.us>
Cc: Comeau, Terry <Terry.Comeau@WarrenCountySheriffNY.us>; Allen, Amanda <allena@warrencountyny.gov>; Sawyer, Ashley <sawyera@warrencountyny.gov>; Curren, Carla <currenc@warrencountyny.gov>
Subject: PO 499

Monica,

I spoke to Terry, Amanda & Ashley yesterday regarding Resolution 87 of 2021. This is to confirm that said Resolution will be rescinded through the next committee/board cycle, but in the meantime, it's ok to proceed with the PO referencing State Contract only.

Please remove reference to the Resolution in the PO reso field and delete the copy you've attached as backup. In addition, the amount of the PO should only be for the remainder of the year. It cannot be for a full 12 month term.

Please don't hesitate to contact me should you have any questions.

Julie A. Butler

Warren County Purchasing Agent
Human Services Building, 3rd Floor
1340 State Route 9
Lake George, NY 12845
Ph: 518-761-6538
Fax: 518-761-6395

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Sheriff

DATE: April 19, 2021

- (a) **Title of Requested Position:** Patrol Officer - Part Time
- (b) **Annual Base Salary (and Grade of Applicable):** N/A (\$20.3716/hour)
- (c) **Effective Date for New Position:***
***Please do not backdate unless the purpose is to correct an error.**

Upon Approval of the Board of Supervisors

- (d) **List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request (Include annual salary and grade if applicable):**

N/A

- (e) **Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:**

A.3110 130 General Sheriff's Law Enforcement - Salaries - Part Time

- (f) **Has Personnel Officer Reviewed and Approved of the New Position Title?:** No
(This is necessary BEFORE bringing the request to committees.)

- (g) **Is this a mandated position? If so, please explain:** No

- (h) **Is there expected revenue from this position? If so, please explain:** Yes

Fees will be assessed and paid to the County for each civil fingerprint submission.

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No: 30.00
Title of Position: Patrol Officer - Part Time Base Salary of Position: \$20,3716/hr Grade:
Filling at Step # (If Known):
Budget code and title: A.3110 130 Sheriff's Law Enforcement Salaries - Part Time Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: New Position (Civil Fingerprints) Date of Vacancy: N/A
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal % State % Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (hiring would be provisional) Non-Competitive Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed. 4/22/21

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.
The Administrator objects to the filling of the vacancy.

Administrator Signature Date 5/10/21

BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.
The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 5/13/21

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Public Safety
The committee has no objection to the filling of the vacancy.
The committee objects to the filling of the vacancy.
In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature Date 5/20/21

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No: 30.00
Title of Position: Patrol Officer #TBD Base Salary of Position: \$42,373 (1st Yr) Grade: _____
Filling at Step # (If Known): _____
Budget code and title: A.3110 110 Sheriff's Law Enforcement Salaries - Regular Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: TBD Date of Vacancy: May 2021
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal _____% State _____% Other _____%

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other _____
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring. Personnel Officer Approved 4/21/21
Human Resources Director has approved this form when initialed. HR 4/22/21

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.
 The Administrator objects to the filling of the vacancy.
Administrator Signature [Signature] Date 5/10/21

BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.
 The Budget Officer objects to the filling of the vacancy.
Budget Officer Signature [Signature] Date 5/13/21

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Public Safety
 The committee has no objection to the filling of the vacancy.
 The committee objects to the filling of the vacancy.
 In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
 In the case of an emergency, Committee Chair objects to the filling of the vacancy.
Ranking Committee Member Signature [Signature] Date 5/20/2021