

Public Safety Committee
Warren County Office of Emergency Services
AGENDA
November 22, 2021

Committee Members: DIAMOND, Magowan, Braymer, Frasier and Shepler - *Chair of the Board shall serve as an Ex-Officio member when needed in accordance with the Section C(4) of the Rules of the Board*

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda/New Business
 1. **Request:** Resolution request for a new contract with New York Fire & Signal Corporation to provide hydrostatic testing for scuba and oxygen cylinders at a rate of \$19.95 per cylinder.
Rationale: This contract would commence on January 1, 2022 and terminate on December 31, 2022 with the possibility of two (2) annual extensions. The cost for hydrostatic testing is \$19.95 per cylinder and the contract amount would not exceed \$5,000 per year. Funding is available in the 2022 budget request.
 2. **Request:** Resolution request to extend the existing contract with Glens Falls Fire Department for fire investigation services.
Rationale: This is an annual contract that needs to be extended for the provision of fire cause and origin services for the period January 1-December 31, 2022. The hourly rate is \$175/hour with a four (4) hour minimum and funding is available in the 2022 budget request for G/L code A.3410 470 Fire Prevention and Control – Contract.
 3. **Request:** Resolution request for a new contract with Kraken Scuba to provide dive training services in an amount not to exceed \$10,000 per year aggregate.
Rationale: The agreement would commence on January 1, 2022 and terminate on December 31, 2022 with the possibility of two (2) annual extensions. The contract shall be available to the Warren County Marine Rescue Team and Warren County Sheriff's Office Dive Team with funds expended from the respective OES and Sheriff's Office budget codes.
 4. **Request:** Resolution request for a transfer of funds from A.1990 469 Contingent Account – Other Payments/Contributions to A.9950 910 Transfers, Capital Projects in the amount of \$2,152.46.
Rationale: Transfer needed to pay outstanding liability associated with Capital Project H358, Hazard Mitigation Grant Program.
 5. **Request:** Resolution request to close capital project H358 Hazard Mitigation Grant Program.
Rationale: This project is complete and there are no funds to return to the funding source.
- IV. Information for Discussion/Review
- V. Referrals and Pending Items
- VI. Privilege of the Floor and Public Comment (please allow for 15 second delay on live stream meetings)

VII. Motion to adjourn

Attachments

- #1 Request for New Contract
- #2 Request for Extending, Rescinding or Amending Existing Contract
- #3 Request for New Contract
- #3A Written Quote Comparison
- #4 Request for Transfer of Funds
- #5 Miscellaneous

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Office of Emergency Services

DATE: November 22, 2021

- (a) Is this a Result of a Bid or Request for Proposal?
No
- (b) Purpose of Contract:
To provide hydrostatic testing for scuba and oxygen cylinders at a cost of \$19.95 per cylinder
- (c) Name of Contractor:
New York Fire & Signal Corp.
- (d) Address of Contractor: **4 Glens Falls Technical Park Road
Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:
Tim Roberts 518-798-9551 tim@nyfire.biz
- (f) Has or will the Contract be provided, if so, please attach:
To be provided
- (g) Commencement Date of Contract:
January 1, 2022
- (h) Termination Date of Contract:
December 31, 2022 with the possibility of two annual extensions
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed **\$5,000 per year**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
Upon completion of services
- (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:**

Various department budget codes

**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

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Office of Emergency Services

DATE: November 22, 2021

- (a) Purpose of Contract Change:
Contract extension
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:
408 of 2006, 653 of 2010 & 93 of 2017
- (c) Name of Contractor:
Glens Falls Fire Department
- (d) Address of Contractor: **134 Ridge Street, Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:
Chief James Schrammel 518-761-3822
- (f) Commencement Date of Extension: **January 1, 2022**
- (g) Termination Date of Extension: **December 31, 2022**
- (h) Payment Provisions: i) lump sum amount
ii) hourly rate amount **\$175/hour - 4 hour minimum**
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
Upon completion and receipt of investigation report
- (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.3410 470 - Fire Prevention & Control, Contract

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

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Office of Emergency Services

DATE: November 22, 2021

- (a) Is this a Result of a Bid or Request for Proposal?
No
- (b) Purpose of Contract:
To provide scuba training services for the Warren County Marine Rescue Team and Warren County Sheriff's Office Dive Team.
- (c) Name of Contractor:
Kraken Scuba
- (d) Address of Contractor: **1592 Central Avenue
Albany, NY 12205**
- (e) Contractor's Contact Person and Telephone Number:
Anna Barfield 518-456-8146 krakenscubadiving@gmail.com
- (f) Has or will the Contract be provided, if so, please attach:
To be provided
- (g) Commencement Date of Contract:
January 1, 2022
- (h) Termination Date of Contract:
December 31, 2022 with the possibility of two annual extensions
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed **\$10,000 per year**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
Upon completion of training services
- (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:

Various department budget codes

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

2022 Training Rates

	Waterhorse	Kraken	ROG Scuba
Open Water	\$ 650.00	\$ 450.00	\$ 525.00
Advanced Open Water	\$ 430.00	\$ 300.00	\$ 375.00
Rescue Diver	\$ 450.00	\$ 350.00	\$ 375.00
Enriched Air Nitrox	\$ 289.00	\$ 220.00	\$ 250.00
Equipment Specialist	\$ 159.00	\$ 175.00	\$ 150.00
Boat Diver	\$ 119.00	\$ 200.00	
Deep Diver	\$ 279.00	\$ 250.00	\$ 300.00
Drysuit Diver	\$ 189.00	\$ 200.00	\$ 250.00
Full Face Mask		\$ 150.00	\$ 125.00
Ice Diver	\$ 415.00	\$ 300.00	\$ 350.00
Night Diver	\$ 189.00	\$ 250.00	\$ 300.00
Peak Performance Buoyancy	\$ 149.00	\$ 200.00	
Search & Rescue	\$ 329.00	\$ 250.00	\$ 300.00
Underwater Navigator	\$ 289.00	\$ 250.00	
Underwater Photographer	\$ 199.00	\$ 200.00	
Underwater Videographer	\$ 199.00	\$ 200.00	
Photo & Video Dual Course		\$ 260.00	
Wreck Diver	\$ 329.00	\$ 250.00	
Emergency First Response Primary & Secondary Care	\$ 149.00	\$ 150.00	
Emergency Oxygen Provider	\$ 99.00	\$ 150.00	

Highlighted courses include the initial courses and most commonly requested

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: Office of Emergency Services

SIGNED:

DATE: November 22, 2021

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfers requested:

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.9950 910	Transfers, Capital Projects	\$2,152.46

Please state reason for transfer request:

Transfer needed to pay outstanding liability associated with Capital Project H358, Hazard Mitigation Grant Program
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 Emergency Services

DATE: November 22, 2021

(a) Purpose of Request:

To authorize closure of the following capital project.

H358 Hazard Mitigation Grant Program

(b) Details:

This project is complete and there are no funds to return to funding source.

(c) Previous Resolution Number:

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

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

* as listed in budget and LOGOS

PUBLIC SAFETY COMMITTEE
SHERIFF AGENDA
NOVEMBER 22, 2021

COMMITTEE MEMBERS: Supervisors Diamond, Magowan, Braymer, Frasier, Shepler and Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board.

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 1. Request: Amend agreement with Watch Systems, LLC Offender Watch registered sex offender tracking and reporting system agreement.
Rationale: The Sheriff's Office entered into an agreement with Watch Systems, LLC on August 12, 2021. The original request provided for the commencement dated to be "upon execution". It is necessary to amend the commencement date to "May 1, 2021" in accordance with terms outlined in "Schedule A".
 2. Request: Enter into an agreement with Bear Communications, Inc. for maintenance and repairs of the communications consoles in the Emergency Communications Center.
Rationale: Regular inspections, maintenance, and repairs of the communications consoles are necessary to ensure equipment remains in good working order.
 3. Request: Transfer funds within the 2021 Sheriff's Office budget to address deficits in salary codes.
Rationale: Salary codes for Law Enforcement, Corrections, and 911 Center are in deficit.
 4. Request: Amend County Budget to appropriate funds from the County General Fund Balance to address salary deficits in 2021 Sheriff's Law Enforcement salary codes.
Rationale: There are deficits in A.3110 110 Sheriff's Law Enforcement Salaries - Regular and A.3110 120 Sheriff's Law Enforcement Salaries - Overtime, and fringe benefit codes created by salary increases following the ratification of the Police Benevolent Association (PBA) and Sheriff's Employees' Alliance (SEA) collective bargaining agreements.
 5. Request: Amend County Budget to appropriate funds into Sheriff's Law Enforcement Salaries - Overtime from revenue collected for services provided to the Village of Lake George and Six Flags Great Escape.
Rationale: Lake George Village and Six Flags Great Escape paid overtime Patrol rates for dedicated police services during the 2021 summer season. These funds were not budgeted as revenue.
 6. Request: Create a new position, Patrol Officer #6, to Civil Law Enforcement Officer #2.
Rationale: The employee working under the Civil Law Enforcement Officer #2 title is retiring in January 2022. Civil Law Enforcement Officer #2 is being deleted from the Table

of Organization and replaced with Patrol Officer #6. This request will reduce the budget \$24,194.

7. Request: Fill Patrol Officer #6, contingent on BOS approval to create the new position.

Rationale: Patrol Officer #6 will be eligible for appointment following BOS approval.

8. Request: To fill Patrol Officer #8.

Rationale: Patrol Officer #8 is a newly created position.

9. Request: To fill Patrol Officer #10.

Rationale: Patrol Officer #10 is a newly created position.

10. Request: To fill Patrol Officer #15.

Rationale: Patrol Officer #15 is a newly created position.

11. Request: To fill Patrol Officer #18.

Rationale: Patrol Officer #18 is a newly created position.

12. Request: To fill Patrol Officer #4.

Rationale: Patrol Officer #4 will be vacated in December 2021 following a resignation.

13. Request: To fill Investigator #6.

Rationale: Investigator #6 will be vacated in January 2022 following the retirement of a member.

14. Request: To fill Patrol Officer #TBD.

Rationale: Patrol Officer #TBD will be vacated in January 2022 following the promotion of a new Investigator.

15. Request: Enter into an agreement with Trinity Services Group, Inc. for inmate account services/commissary for the Warren County Correctional Facility.

Rationale: Contract to provide and maintain current commissary services operation to the Warren County Correctional Facility.

IV. Discussion Items:

1. Amend the titles of all part-time School Resource Officers to Special Patrol Officer

V. Referrals/Pending Items:

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

VII. Motion to adjourn

-
- Attachments:
1. Resolution Request Form No. 4 - Request to Amend Existing Contract (Watch Systems, LLC)
 2. Resolution Request Form No. 3 - Request for New Contract (Bear Communications)
 3. Resolution Request Form No. 10 - Request for Transfer of Funds (Salary Deficits)
 4. Resolution Request Form No. 20 - Miscellaneous (Budget Amendments - Salary Deficits)
 5. Resolution Request Form No. 7 - Request to Amend County Budget (LE Overtime Revenue)
 6. Resolution Request Form No. 11 - Request to Create New Position (Patrol Officer #6)
 7. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Patrol Officer #6)
 8. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Patrol Officer #8)
 9. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Patrol Officer #10)
 10. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Patrol Officer #15)
 11. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Patrol Officer #18)
 12. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Patrol Officer #4)
 13. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Investigator #6)
 14. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Patrol Officer #TBD)
 15. Resolution Request Form No. 3 - Request for New Contract (Trinity Services Group, Inc)

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff

DATE: November 22, 2021

- (a) **Purpose of Contract Change:** Amend the commencement date of the agreement from "Date of Execution" to "May 1, 2021" as outlined in "Schedule A"
- (b) **Resolution Number, or Numbers if Amended, which Authorized the Original Contract:** 213 of 2021
- (c) **Name of Contractor:** Watch Systems, LLC
- (d) **Address of Contractor:** 516 East Rutland Street, Covington LA 70433
- (e) **Contractor's Contact Person and Telephone Number:** Adam C. Kirhagis
Territory Manager
(443) 900-7380
- (f) **Commencement Date of Extension:** May 1, 2021
- (g) **Termination Date of Extension:** April 30, 2024
- (h) **Payment Provisions:**
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$11,355.75
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)

\$3,785.25 Annually
- (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 - Contract \$11,355.75

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

* as listed in budget and LOGOS

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT (the "Agreement"), is made by and between the COUNTY OF WARREN ("County"), a municipal corporation of the State of New York, having a principal place of business located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, and WATCH SYSTEMS, LLC ("Provider"), having its principal place of business located at 516 East Rutland Street, Covington, Louisiana 70433. The County and the Provider are referred to herein individually as a "Party" and collectively as the "Parties."

1. The County and the Provider agree that the Provider shall provide Offender Watch software for sex offender tracking and reporting for the Warren County Sheriff's Office.

2. In consideration of the services to be provided by the Provider, the County shall pay the Provider according to the terms and subject to the conditions set forth in the attached Schedule "A," which amount shall not exceed Three Thousand Seven Hundred Eighty-Five Dollars and Twenty-Five Cents (\$3,785.25) per year with a total amount not to exceed Eleven Thousand Three Hundred Fifty-Five Dollars and Seventy-Five Cents (\$11,355.75) for the three (3) year term of the Agreement. The County shall not be liable to the Provider for any additional work or other services and/or expenses unless otherwise agreed to in writing by the County. The County shall make payments within thirty (30) days after receiving a completed invoice.

3. Relationship of the parties:

- a. The relationship of the Provider to the County, individually, arising out of this Agreement shall be that of an independent contractor. The Provider, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither Provider, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, disability coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- b. All personnel of the Provider shall be within the employ of Provider, which alone shall be responsible for their work, direction and compensation. Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, liabilities or obligations of the Provider or any person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist,

trainee, employee, servant or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, disability coverage, and workers' compensation, and Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.

4. The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; Schedule "A;" proof of required insurance as noted in paragraph 8; and Resolution No. 213 of 2021. These documents are attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern.

5. The Provider represents that they have complied with all federal and state laws regarding any applicable licenses that may be required to carry out the work to be performed under this Agreement.

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

Provider shall upon the County's demand, promptly and diligently defend at Provider'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 Provider shall pay and satisfy any judgment decree loss or settlement in connection therewith.

Provider shall, and shall cause Provider'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.

7. Any type of discrimination and harassment is against Warren County policy and is unlawful. The Provider acknowledges and agrees that they have read the entirety of the Warren County Policy Against Discrimination and Harassment, a copy of which can be found online at <https://warrencountyny.gov/hr/forms.php> under the link labeled Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates the entire Policy as a material term of this Agreement. The Provider shall follow the Policy in its entirety. If a complaint does arise, the Provider is to notify Warren County promptly. To the fullest extent permitted by law, the Provider 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 to defend, resulting from the Provider and/or agent's breach of this Policy.

8. The Provider shall carry General Liability coverage in the amounts of at least

\$1,000,000 per occurrence and \$2,000,000 aggregate with respect to the Provider and any of its employees or agents. The Provider shall name the County, its Board, officers and employees as an additional insured on a primary, non-contributory basis to the Provider's General Liability policy. The Provider is also required to carry Workers' Compensation, Disability Insurance and Automobile Liability (\$1,000,000 limit). All coverage must be issued by an insurance company authorized to do business in New York State and maintaining an A.M. Best rating of A- or better.

9. Provider shall furnish to the County Certificate(s) of Insurance evidencing coverage and extensions stipulated in paragraph number 8 before service from Provider begins. The failure of the Provider to provide such Certificate of Insurance shall not be deemed a waiver by the County of Provider'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 County of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that Provider provide insurance coverage as noted anywhere in this Agreement.

10. The Provider, its employees, agents or servants agree not to disclose any data, facts or information concerning services performed under this Agreement or obtained while performing such services, except as authorized by the County, in writing, or as may be required by law.

11. This Agreement shall commence upon execution by both parties and terminate on April 30, 2024. 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.

12. Either Party may terminate this Agreement with or without cause at any time or for convenience upon thirty (30) days written notice to either Party.

13. 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.

14. All Parties agree that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s) limiting the payment amount of the Agreement, all Parties acknowledge that the County of Warren will not be held liable for payment above that amount.

15. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing and signed by a duly authorized representative of the County. Consent shall not limit County's right to enforce this provision on assigned Parties.

16. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted

electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

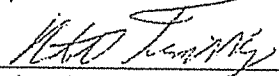
17. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Provider under this Agreement, or any other agreement with the County even if commencing prior to the term of this Agreement.

18. 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 brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

19. This is the entire Agreement of the Parties and cannot be changed or modified except by mutual written agreement and signed by a duly authorized representative of the County. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

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

Approved as to Form:



Acting Warren County Attorney

Date July 22, 2021

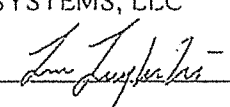
COUNTY OF WARREN

By: 

RACHEL E. SEEBER, CHAIRWOMAN
Board of Supervisors

Date 7/26/21

WATCH SYSTEMS, LLC

By: 

Title L. Benjamin Luzynski - CEO

Date: August 12, 2021

SCHEDULE “A”



Warren County
Sheriff's Office

Sheriff Jim LaFarr

Proposal for:
OffenderWatch®
Multi-Year

Presented July 8, 2021

Adam C. Kirhagis
Watch Systems, LLC
516 East Rutland St
Covington, LA 70433

Web: www.watchsystems.com

Email: akirhagis@watchsystems.com

Phone: 443-900-7380

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Purpose

The purpose of this proposal is to help Warren County SO address specific challenges related to its sex offender management and public notification responsibilities. These challenges impede progress to Warren County SO's goal of meeting and exceeding both the *letter* and *spirit* of current sex offender management statutes.

Warren County SO has identified 3 crucial objectives in reaching their goal. They are:

1. Reduce confusion when offenders move into and out of your jurisdiction
2. Improve communication with neighboring jurisdictions
3. Process registrations and verifications more efficiently

Through a thorough and consultative need assessment conducted with Warren County SO, we have identified five critical issues which must be addressed for Warren County SO to achieve their objectives and reach their goal. They are:

1. Lack of connectivity with other jurisdictions
2. No interface with database and public web portal
3. No automation with registration and update forms
4. No way to track or schedule verifications
5. No investigative search capabilities

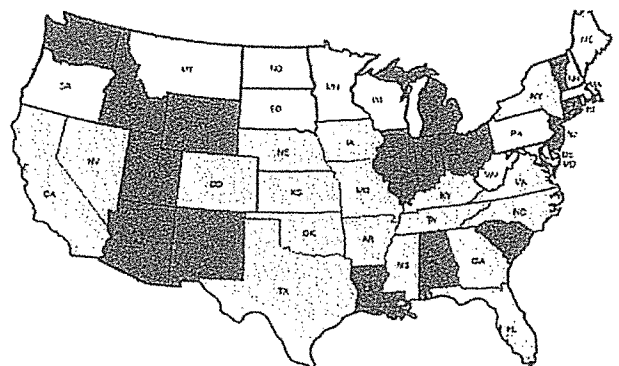
By addressing these issues, Warren County SO will achieve their objectives and reach their goal.

Watch Systems, LLC

Watch Systems is a privately held consultation and process improvement firm based in Covington, LA. Over the past twelve years, Watch Systems has specialized in helping all levels of law enforcement identify, adopt and deploy best practices related to proactive sex offender management and community notification. In addition to professional consultation services, Watch Systems has developed a web-based software solution called OffenderWatch® to further enhance the workflow and process efficiencies of our law enforcement client partners.

Because OffenderWatch® is highly configurable, all agency workflows and processes can be seamlessly supported with little to no customization required. This allows for shorter, less complex implementations, faster time to deployment and lower overall development and support costs when compared to home grown internally hosted solutions.

Nationwide Coverage Map



16 Statewide Implementations

21 Additional States with Customer Presence

Today, over 4,500 law enforcement agencies in 37 states utilize OffenderWatch® to efficiently register and proactively manage over 500,000 registered sex offenders. Because these agencies are part of the only nationwide law enforcement network dedicated to sex offender management, they are able to share records, documents, photos and case information critical to effective management and public notification. The single largest competitive differentiator between OffenderWatch® and any other sex offender management solution is the network of law enforcement professionals collaborating and sharing data on a daily basis. The power of the OffenderWatch® network has led to numerous cross-country arrests of non-compliant and absconded offenders. See Appendix "A" for specific case studies.

Section 1: OffenderWatch® Solution for Warren County SO:

The OffenderWatch® solution is comprised of a law enforcement database that requires no specialized hardware. Any agency with an internet connection and personal computer can configure the system settings to immediately satisfy the letter of the applicable sex offender statutes. System settings can also be configured to define connectivity to the nationwide user network. OffenderWatch® can also be configured to meet your agencies policies and procedures regarding public notification requirements. From the moment your agency goes live, OffenderWatch® will ensure that your agency both complies with the letter as well as exceeds the spirit of the law within your jurisdiction.

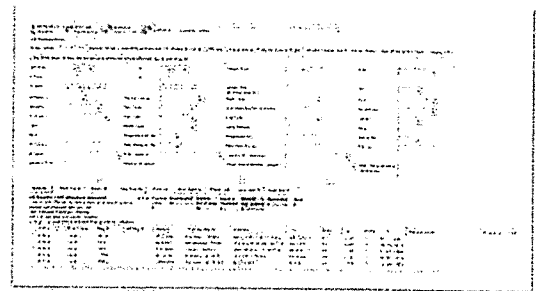
OffenderWatch® - Database Functionality:

OffenderWatch® will provide the following critical functional deliverables:

- Connectivity with participating agencies
- Interface with database and public web portal
- Automation with registration and update forms
- Automated verification tracking and scheduling
- Investigative search capabilities

In addition to the above functional deliverables, OffenderWatch® also promotes more efficient practices related to:

- *Investigative searches*
- *Address verification*
- *Data sharing and mining*
- *Compliance checks and sweeps*
- *Offender mapping*
- *Reporting and data analysis*
- *Residency restriction enforcement*
- *Additional systems integration*
- *National search capabilities*
- *Record import/export with neighboring jurisdictions*
- *Public notification and awareness*
- *Automated system messages*



OffenderWatch® National Search Capabilities:

As a participant in the OffenderWatch® national network, Warren County SO will have the ability to search nationally for any offender that meets user-specified criteria. Any combination of fields may be combined and used as filters to search across all jurisdictions and locations. Records may also be copied and imported to better manage offenders moving into the Warren County and auto-generated system messages notifies law enforcement when a record has been modified or imported to facilitate better collaboration between agencies.

Your OffenderWatch® database will be configured to include (but not limited to) the following:

- General – name, DOB, SID#, FBI#, SSN, gender, age, race, eye and hair color
- Identifiers – physical appearance, scars, tattoos, photo, associates, email and IM addresses
- Address – home, school, work, temporary, volunteer and history,
- Vehicle – make, model, year, color, VIN and history
- Phone – home, mobile and history
- Verification – due, completed, missing, calendar and history
- Offenses – convicted on, date of registration, victim information, original charge and MO
- Probation/Parole – status, officer, terms and conditions, sentence expiration
- Special notification recipients (i.e. schools, day cares, victims, etc.) and any safety buffers that may be in effect around vulnerable entities (schools, day cares, etc.)
- All SORNA/Adam Walsh fields and capabilities are supported

OffenderWatch® - Community Notification:

To promote the proactive nature and efficient management practices of the Warren County SO and to provide timely and accurate public safety information to the community, OffenderWatch® provides a number of notification options.

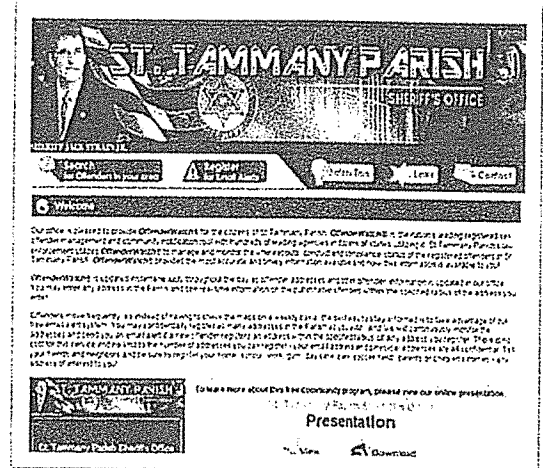
Automated Electronic Notification (Included)

- **Public Web Portal** – Citizens will have access to a public search portal branded to Warren County SO. Citizens may search for sex offenders based on:
 - Address (1/2 mile to 2 mile radius)
 - Name
 - City
 - Compliance Status
 - Internet Identifiers
 - Email
 - Phone Number
- **Email Notifications** – Citizens will now have the ability to use Warren County SO's web portal to register for real time email notifications. Personalized emails from the sheriff are automatically sent to registrants based on offender data entry. Emails are triggered when an offender's address changes and falls within the notification radial set by the registrant. Citizens may register as many different addresses as they like.

Citizens may also register to track a SPECIFIC offender when the offenders address or status changes.

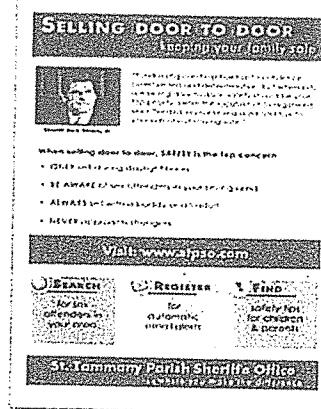
Citizens can submit a tip should they observe information that differs from what is released by your agency. This functionality fosters greater communication between Warren County SO and the community.

OffenderWatch® will be configured to only send notifications on publishable offenders. Further configuration will ensure that only publishable information, as defined by current statutes, is made available within all email notifications. This allows you to be compliant with current requirements while providing the greatest amount of information possible to the public.



Print Based Notification (Optional)

- **Postal Notification Cards** – In addition to Warren County SO may elect to send postal community preference or a particularly offender. The agency determines the mailing radial (larger for rural areas or small populated towns or cities), OffenderWatch® mailing estimate and release the number of branded post cards through the each mailing released will be sent to your keeping purposes. Notification cards carry Warren County SO's logo, and a personalized public service information from the sheriff, publishable offender data, offense history, vehicles, etc. and photograph. Mailings may only be released on publishable offenders. A \$500 advanced deposit is required to activate postal notification functionality. \$35.00 minimum per mailing applies. Cost per card is based on current first class postage rate.



email notifications, mailers based on dangerous appropriate for more will provide a appropriate US mail. A copy of agency for record your Warren message and

Sex Offender Notification

Register # 11-1102

Age 35
Sex M
Race C
Height 5'10"
Weight 180
DOB 11/11/77

Residence

State	City	County	Zone	Zip
LA	Metairie	Orleans	102	70001

Sex

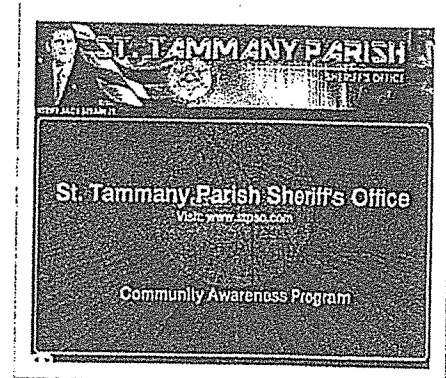
Sex	Sex Description	Sex	Sex Description	Sex	Sex Description
M	Male	F	Female	M	Male

Offense

Case Number	Case Description	Case Status
11-1102	Sex Offense - 1st Degree	Completed

Media Coverage (Included)

- **Press Conference** - Watch Systems will assist Warren County SO to prepare and deliver a press conference with local radio/newspaper/TV. Press conferences are designed to announce the availability of OffenderWatch®, the enhanced information it brings to the community and the level of public safety provided by your agency. Watch Systems will provide sample press releases and video footage from agencies across the country. Press conferences remain the single most effective way to successfully launch OffenderWatch® and get started with tremendous momentum and public support.
- **Public Relations Presentation** - Watch Systems will supply a PowerPoint "Flash" presentation branded specifically for Warren County SO. This presentation is designed to be either integrated into your existing public relations strategy or function as a stand-alone presentation. Either way, it showcases the proactive mindset of your agency and your attention to public safety.
- **Public Services Announcements** - Watch Systems provides public service safety flyers designed to drive traffic to your web portal. PSA's are a great way to establish your agency as the authority concerning public safety. Topics include:
 - Safety Tips for Children
 - Safety Pledge Flier
 - Festival Safety
 - Spring Break Safety
 - School Cancelled Safety





Section 2: Investment

Investment is based on county population. Investment includes all Professional Services, Consultation, Training Services and Project Management. OffenderWatch® license supports unlimited users from your agency.

Agreement is for 3 years commencing May 1, 2021 and running through April 30, 2024 for \$11,355.75 (\$3785.25 year 1, \$3785.25 year 2, and \$3785.25 year 3)

Payment and Billing Terms

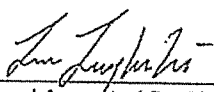
The Warren County Sheriff's Office will be invoiced upon receipt of signed contract. Payment is due upon receipt. A 1% late fee charge will be imposed for any invoice 10 days past due.

Terms of Agreement

This is an automatically renewing services agreement that will renew on your anniversary unless cancelled in writing 90 days prior to renewal date.

The annual renewal cost for OffenderWatch® and other subscriptions is subject to increase based on the Federal requirements, market conditions, increasing product value, customer deployment scenarios, and other factors.

Multi-year contracts are eligible for limitations on renewal rate increase of 2.5%.



Agreed To and Accepted By Signature:

July 19, 2021

Date:

Primary Authorized Users, listed below:

Primary Agency Coordinator

Additional Authorized User(s)

Warren County Sheriff's Office
Sheriff Jim LaFarr
1400 State Route 9
Lake George, NY 12845
Email: Jim.LaFarr@WarrenCountySheriffNY.us
Phone: (518) 743-2518

Key Agency Contacts: Please provide name, email address and phone numbers

	Name	Phone	Email
<u>IT Coordinator -</u>			
<u>Accounting/Billing -</u>			
<u>GIS Coordinator -</u>			
<u>Management Contact-</u>			

Watch Systems Staff

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Email</u>
John Strain	Senior Consultant, Public Safety	985-264-1011	jstrain@watchsystems.com
David Bachemin	Offender Watch Implementations	985-871-5112	dbachemin@watchsystems.com
Machelle Byrne	Offender Watch Implementations	985-801-0456	mbyrne@watchsystems.com
Jonathan Roberts	V. P. Operations	985-801-3980	jroberts@watchsystems.com
Lionel Hanley	Marketing Director	985-801-0460	lhaley@watchsystems.com
Phyllis Jones	Office Mgr.: For billing/business inquiries	985-801-3977	pjones@watchsystems.com
OffenderWatch®	Help Desk anytime	985-871-8110	Ow_support@watchsystems.com
Adam C. Kirhagis	Account Manager	443-900-7380	akirhagis@watchsystems.com

Appendix A – Case Studies OffenderWatch® Supports Nationwide Collaboration between Local Law Enforcement and the USMS Sex Offender Targeting Center

Date: June 28, 2013

Place: Colonie, New York Police Department, USMS NY Northern District and Maricopa County Arizona

Overview: Offender William D. White is a level 3 offender convicted of First Degree Rape of an 8 year old female. DCJS notified Sgt. Ruff that the offender failed to return the yearly address verification letter sent to his residence. As standard protocol, Sgt. Ruff executed a home visit triggered by the address verification letter and determined that the offender moved out in May. A warrant was taken by Sgt. Ruff for failure to notify.

Solution: Sgt. Ruff added the warrant information into the OffenderWatch® record as well as ensured that any and all information deemed useful in identifying and locating the offender was included in the record. He then sent the lead to United States Marshals Gary Mattison and Roy Wright through OffenderWatch® utilizing the USMS alert feature. The USMS immediately notified Sgt. Ruff that they received the lead and began creating a case on the offender that day. The US Marshals were able to track and apprehend the offender in a low income housing unit in Phoenix Arizona within 1 week. The US Attorney in Maricopa County charged William White with failure to register. The offender is currently being held in Phoenix under Federal Adam Walsh violations.

Analysis: Because OffenderWatch® was able to immediately and seamlessly connect law enforcement agencies, Sgt. Ruff and the USMS user were able to quickly share critical information and build a case leading to the successful arrest of a dangerous non-compliant offender. Sgt. Ruff and both Marshal Investigators feel that without the networking capabilities of OffenderWatch®, the initial notification and pursuant investigation would have taken much longer allowing the offender to move yet again staying one step ahead of authorities and presenting a potential risk to the public.

Date: July 29, 2013

Place: Hamilton County Ohio

Overview: The United States Marshal Service Investigator Bill Taylor conducted a compliance operation in Hamilton County Ohio designed to verify the addresses of 1,300 known registered sex offenders and interview those offenders to verify compliance with local and federal statutes.

Solution: By utilizing historical offender management data in OffenderWatch®, USMS Investigators were able to triage their cases and strategically plan their interviews. In reviewing offender Stanley Lightner's record, the USMS noticed that he was out of compliance for failing to register his primary home address. A warrant was quickly issued and Mr. Lightner was arrested. A DNA sample was not originally taken when the offender was released from prison, however, it was soon discovered that Mr. Lightner's DNA matched samples taken in two 18 year old rape cases and he has subsequently been charged with rape in one of those cases and is under investigation in the other.

Analysis: Without access to the historical address and report information in OffenderWatch®, the USMS would not have been aware that offender Steven Lightner was out of compliance. This information led to Lightner's arrest as well as charges on potentially two 18 year old unsolved rape cases. OffenderWatch® also gave the USMS the tools to quickly compile data, reports, and communication with the Hamilton County Sheriff's Office before, during and after conducting the compliance operation.

Appendix A – Case Studies continued:

OffenderWatch® Supports Collaboration between Local Law Enforcement agencies across the country

Date: June 25, 2013

Place: Latham New York Police Department, Clarke County NV (Las Vegas Police Department)

Overview: Roy Hardin is a Level 3 offender living in Las Vegas, Nevada who was charged with several counts of molesting and digitally penetrating his 5 year old stepdaughter over a 3 year period. On June 25, 2013, Mr. Hardin moved across the country to Latham, a small town south of Albany, New York. Because many states do not share real time data, offenders like Mr. Hardin can move great distances unnoticed. Consequently, the citizens are unaware that a potentially dangerous predator has moved into their neighborhood. However because both agencies utilize the OffenderWatch® software, this potentially dangerous and too often common situation was avoided.

Solution: When the offender notified LVMPD of his intent to move and provided his new address, OffenderWatch® instantly identified the proper jurisdiction based on the new address and processed an immediate system notification to the Latham Detective. The system message provided all necessary data on Mr. Hardin including photos, physical descriptions, vehicles, offenses and management history. OffenderWatch® placed Mr. Hardin on the Latham public website as well as processed email notifications to nearby citizens. This all took place before the offender left the state of Nevada.

Analysis: Because OffenderWatch® was able to immediately and seamlessly connect law enforcement agencies; LVMPD was able to notify Latham PD by simply changing the offender's address in OffenderWatch®. LVMPD was not required to know the jurisdiction or the detective in Latham. This in turn facilitated a smooth and immediate transition as well as real time citizen notification over 2,500 miles away. The letter of the law was satisfied however the spirit of the law, the citizen's expectation of proactive notification, was exceeded.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2021

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 Eustis Insurance & Benefits, a Marsh & McLennan Agency LLC Company 110 Veterans Memorial Blvd. Ste 200 Metairie LA 70005	CONTACT NAME: Amy Clay	
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL Address: Amy.Clay@marshmma.com	
INSURED Watch Systems, LLC 516 E. Rutland Covington LA 70433	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Company, The	22292
	INSURER B: Hanover American Insurance Company	36064
	INSURER C: Allmerica Financial Benefit Insurance	41840
	INSURER D: Hanover Insurance Company	22292
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1132013491 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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:		LZOD36326803	8/31/2020	8/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ S
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		AWOD36325403	8/31/2020	8/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
D	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$		UHOD36326903	8/31/2020	8/31/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 S
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	W2OD36336803	8/31/2020	8/31/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		LHOD36352703	8/31/2020	8/31/2021	Aggregate 5,000,000
A	Data Breach		LHOD36352703	8/31/2020	8/31/2021	Aggregate 2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
With respects to General Liability, Form 421-2915 06 15 COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT includes Additional Insured by Contract, Agreement or Permit; Additional Insured - Primary and Non-Contributory; Blanket Waiver of Subrogation.
With Respects to General Liability, Form 421-2926 06 15 COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT - TECHNOLOGY.

With respects to the above General Liability policy, the certificate holder will be considered as an additional insured if required by written contract subject to the endorsement's (421-2915 0615 - Commercial General Liability Broadening Endorsement: Additional Insured by Contract, Agreement or Permit; Additional Insured-Primary and Non-Contributory) terms and conditions.

Copies of the policy's forms or endorsements referenced above are available upon request.

CERTIFICATE HOLDER Warren County, its Board, officers and employees 1340 State Route 9 Lake George NY 12845 USA	CANCELLATION 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
--	--

Warren County Board of Supervisors

RESOLUTION NO. 213 OF 2021

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

AUTHORIZING AGREEMENT WITH WATCH SYSTEMS, LLC FOR REGISTERED SEX OFFENDER MANAGEMENT AND PUBLIC NOTIFICATION SOFTWARE AND SUPPORT FOR THE WARREN COUNTY SHERIFF'S OFFICE

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an agreement with Watch Systems, LLC, 516 East Rutland Street, Covington, Louisiana 70433, for registered sex offender management and public notification software and support, for a term commencing upon execution by both parties and terminating April 30, 2024, at a total cost not to exceed Eleven Thousand Three Hundred Fifty-Five Dollars and Seventy-Five Cents (\$11,355.75), or Three Thousand Seven Hundred Eighty-Five Dollars and Twenty-Five Cents (\$3,785.25) per year, in a form approved by the County Attorney, and be it further

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

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: November 22, 2021

- (a) Is this a Result of a Bid or Request for Proposal?** No
- (b) Purpose of Contract:** Annual maintenance and service of the communications consoles in the Sheriff's Office Emergency Communications Center
- (c) Name of Contractor:** Bear Communications, Inc.
- (d) Address of Contractor:** 221 North Greenbush Road, Troy NY 12180
- (e) Contractor's Contact Person and Telephone Number:** Mike Milanese
General Manager
(518) 283-2735
- (f) Has or will the Contract be provided, if so, please attach:** Yes
- (g) Commencement Date of Contract:** January 1, 2022
- (h) Termination Date of Contract:** December 31, 2022 (with option for two one-year extensions upon mutual agreement of both parties)
- (i) Payment Provisions:**
 - i) lump sum amount** \$11,124.00
 - 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.3020 470 General Sheriff's 911 Center - Contract \$11,124.00

* as listed in budget and LOGOS

Maintenance Agreement

AGREEMENT BETWEEN

Warren County Sheriff

AND

Bear Communications Inc

Regarding:

The Maintenance and Repair of
Communication Console Equipment

Bear Communications Inc
221 North Greenbush Road
Troy, NY 12180

Telephone (518) 283-2735
Fax (518) 283-0901

Maintenance Service Agreement

The maintenance agreement herein described, relates to a contractual maintenance agreement between Bear Communications Inc., branch located at 221 North Greenbush Road, Troy, NY 12180 and Warren County Sheriff.

Warren County Sheriff is hereafter, for the intent of contractual clarity, referred to as USER of the Communications Console System.

Bear Communications Inc., 221 North Greenbush Road, Troy, NY is hereafter, for the intent of contractual clarity, referred to as VENDOR.

I. Conditions of Equipment at Commencement of Agreement:

- a. Inventory List: The equipment to be covered within this contract shall be listed in a Maintenance Contract Inventory list. This list shall be prepared by the USER and its' contents agreed to by both the USER and the VENDOR prior to finalizing the contract agreement.

II. Special Emergency Visits

- a. The VENDOR shall provide technical advice via telephone, to assist in the clearance of minor system faults which do not require a technician to respond, in person, to the USER location.
- b. The VENDOR shall provide service to the USER for the maintenance of equipment listed in the Maintenance Contract Inventory List as part of this contract.
- c. In the event the system problem is caused by:
 1. Operator error
 2. Physical damage, or AC power surges
 3. Acts of God (referring to such conditions as flooding, lightning hits, etc.), the USER shall reimburse the VENDOR at the time and material rate appropriate for the time of the service call and or repair. (\$125.00 per hour plus parts, for 8:00 AM to 4:30 PM coverage, \$187.50 per hour plus parts for after hour or holiday coverage.)

- d. In the event a service call is resolved by means of remote diagnostics, technical staff involved with the service issue shall notify the USER as soon as the problem is resolved and report on the nature of the repair as well as its' specific resolve. Further, the name of the technician providing the repair along with the exact time of service restoration shall be provided.

III. Repairs and Replacements

- a. As deemed necessary, VENDOR will repair or replace defective components from equipment listed on the Maintenance Contract Inventory List.
 - 1. Repair costs for said components shall be included in the contract at no additional charge, unless one of the following conditions apply:
 - a. Component has failed due to USER negligence
 - b. Component has failed due to improper use or AC power surges
 - c. Component has failed due to an Act of God, (referring to conditions such as flooding, lightning hits, etc.)
- b. Computers and Ancillary Equipment:
The following listed equipment is not covered in this maintenance contract:
 - 1. Computers
 - 2. Terminals
 - 3. Monitors
 - 4. Printers
 - 5. Hard Drives
 - 6. DAT Tapes
 - 7. Power Supplies
 - 8. Chargers
 - 9. UPS
 - 10. Batteries
 - 11. Antenna System

Bear Communications Inc. will respond to the initial service call as part of the agreed upon maintenance contract. Any computer or ancillary equipment related repairs which are required following the initial visit will be billable at the standard time and material rate, or overtime rate as service call times mandate.

IV. Service Calls Relating to Telephone Lines

- a. When a service call is made and the resulting trouble is determined to be due to phone line difficulty, the initial service call performed by the VENDOR shall be provided at no additional charge.
 - b. Upon determination of phone line difficulty the technician shall be responsible for notifying the telephone company of such difficulties.
 - c. The technician shall report to the Rensselaer County Sheriff when trouble calls have been directed to the telephone company and what actions are being taken to resolve the problem.
1. Subsequent visits relating to the same telephone line difficulty, even if the problem is of an intermittent nature, shall require reimbursement to the VENDOR by the USER, at the labor charges associated with the time of the call.

V. Service Reports

Upon completion of repairs, VENDOR shall provide the USER with a report. The USER shall retain and maintain all reports.

VI. LIABILITY

Except as herein expressly stated, Bear Communications Inc. shall not be liable for consequential loss, damage or injury arising from any stoppage, breakdown or failure of the equipment, where the cause by the negligence of or breach of the Agreement by Wells Communication Service, Inc. or their failure to exercise reasonable skill and care in carrying out any work pertinent to this Agreement, but Bear Communications Inc. shall use its' best efforts to remedy any stoppage as promptly as is able and likewise shall use its' best efforts to keep the Equipment in good working order.

VII. USER Undertakings

1. The following undertakings shall be consistently carried out by the USER:
 - a. USER shall keep and operate the Equipment listed on the Maintenance Contract Inventory in a proper and prudent manner.
 - b. Said equipment shall have physical accessibility for VENDOR, 24 hours a day. (I.E.: room where Equipment resides shall not be used as a storage room for other materials.)
 - c. USER shall promptly notify VENDOR of the relocation of any Equipment listed on the inventory or any equipment not on the inventory but having an operational relationship with maintenance contract inventoried equipment.
 - d. USER shall make all payments due thereunder to VENDOR at the address listed above.
 1. Payment shall be made to VENDOR within thirty (30) days from date of invoice. (Pertains to time and material charges which occur beyond the scope of this contract)
 - e. USER shall promptly notify VENDOR of any uncertain operation of the system, since this information can sometimes assist in anticipating possible future system failures.
 - f. USER shall provide an adequate and suitable electric supply in accordance with advice given by the VENDOR.

IIIX. Contract Duration

1. This contract is valid for the period beginning January 1, 2022 through and terminating at Midnight December 31, 2022, or extended beyond this date, at customer request.
2. Early termination of said contract by USER or VENDOR is possible with no less than a three (3) months warning in writing, each to the other.

IX. Charges

1. The monthly charge stated herein shall become payable to VENDOR at the address listed above prior to the first month of the contract year.
2. In the event of early contract termination, any payments made in advance by the USER shall be reimbursed at a pro-rated amount.

X. Variation of Charges

1. If the Inventory List is added to or if the Equipment included in the list is modified in any way, VENDOR reserves the right to amend the contract dollar amount, pro-rated from the time of modification.
2. Should it become necessary, VENDOR may review any charges payable under this contract. Conditions requiring additional reimbursement to the VENDOR, whether they relate to the contract amount or time and material work closely related to the contract may be presented to the USER. The USER and/or VENDOR may then option for:
 - a. Renegotiation of the contract with written notification for alteration, no less than three (3) months in advance, or
 - b. Termination of the contract by USER or VENDOR, with no less than three (3) months written notification, each to the other.)

XI. Alterations

1. The USER shall not, under any circumstances, alter or add to the Equipment listed in the Maintenance Contract Inventory, without the written consent of the VENDOR. (Said consent shall not be unreasonably withheld.)
2. At USER request, VENDOR shall (where practical) move, alter or add to the Equipment. VENDOR reserves the right to obtain monetary reimbursement at the standard time and material service rate from USER for said services, as agreed upon between both parties prior to commencement of said activity.

XII. Defaults

If the USER shall fail to make payment, as defined herein, or if either party shall be in continual or material breach of its' obligation thereunder, the other party may forthwith, by written notice, terminate the Agreement without prejudice to pre-existing rights.

XIII. Force Majeure

Neither party hereto shall be under liability for failure or delay in performing their respective obligations hereunder which are attributable to causes beyond the relevant party's reasonable control.

VX. Confidentiality

Bear Communications Inc., (VENDOR) shall not disclose any information about the USER, its' business, or its' customers to any third party without the prior written consent of the USER. For the purpose of the Clause, USER shall include any partner of or anybody associated with the USER. The foregoing obligation of confidentiality shall survive any termination of the Agreement.

XVII. Annual Charge and Payment Terms

The total annual charge for the facility and services described in this agreement and listed in the Maintenance Contract Inventory is **Eleven Thousand One Hundred and Twenty Four dollars and 00/dollars, \$11,124.00 billed annually.**

XVIII. Term of Agreement

This agreement shall commence on **January 1, 2022** and shall terminate on **December 31, 2022.**

XIX. As WITNESS the hands of the parties hereto:

 Name: Mike Milanese, General Manager
for and on behalf of: Bear Communications Inc.

Date 11/11/21

Name: _____
for and on behalf of: Warren County Sheriff, NY.

Date: _____

Maintenance Agreement

AGREEMENT BETWEEN

Warren County Sheriff

AND

Bear Communications Inc

Regarding:

The Maintenance and Repair of
Communication Console Equipment

Bear Communications Inc
221 North Greenbush Road
Troy, NY 12180

Telephone (518) 283-2735
Fax (518) 283-0901

Maintenance Service Agreement

The maintenance agreement herein described, relates to a contractual maintenance agreement between Bear Communications Inc., branch located at 221 North Greenbush Road, Troy, NY 12180 and Warren County Sheriff.

Warren County Sheriff is hereafter, for the intent of contractual clarity, referred to as USER of the Communications Console System.

Bear Communications Inc., 221 North Greenbush Road, Troy, NY is hereafter, for the intent of contractual clarity, referred to as VENDOR.

I. Conditions of Equipment at Commencement of Agreement:

- a. Inventory List: The equipment to be covered within this contract shall be listed in a Maintenance Contract Inventory list. This list shall be prepared by the USER and its' contents agreed to by both the USER and the VENDOR prior to finalizing the contract agreement.

II. Special Emergency Visits

- a. The VENDOR shall provide technical advice via telephone, to assist in the clearance of minor system faults which do not require a technician to respond, in person, to the USER location.
- b. The VENDOR shall provide service to the USER for the maintenance of equipment listed in the Maintenance Contract Inventory List as part of this contract.
- c. In the event the system problem is caused by:
 - 1. Operator error
 - 2. Physical damage, or AC power surges
 - 3. Acts of God (referring to such conditions as flooding, lightning hits, etc.), the USER shall reimburse the VENDOR at the time and material rate appropriate for the time of the service call and or repair. (\$125.00 per hour plus parts, for 8:00 AM to 4:30 PM coverage, \$187.50 per hour plus parts for after hour or holiday coverage.)

- d. In the event a service call is resolved by means of remote diagnostics, technical staff involved with the service issue shall notify the USER as soon as the problem is resolved and report on the nature of the repair as well as its' specific resolve. Further, the name of the technician providing the repair along with the exact time of service restoration shall be provided.

III. Repairs and Replacements

- a. As deemed necessary, VENDOR will repair or replace defective components from equipment listed on the Maintenance Contract Inventory List.
 - 1. Repair costs for said components shall be included in the contract at no additional charge, unless one of the following conditions apply:
 - a. Component has failed due to USER negligence
 - b. Component has failed due to improper use or AC power surges
 - c. Component has failed due to an Act of God, (referring to conditions such as flooding, lightning hits, etc.)
- b. Computers and Ancillary Equipment:
The following listed equipment is not covered in this maintenance contract:
 - 1. Computers
 - 2. Terminals
 - 3. Monitors
 - 4. Printers
 - 5. Hard Drives
 - 6. DAT Tapes
 - 7. Power Supplies
 - 8. Chargers
 - 9. UPS
 - 10. Batteries
 - 11. Antenna System

Bear Communications Inc. will respond to the initial service call as part of the agreed upon maintenance contract. Any computer or ancillary equipment related repairs which are required following the initial visit will be billable at the standard time and material rate, or overtime rate as service call times mandate.

IV. Service Calls Relating to Telephone Lines

- a. When a service call is made and the resulting trouble is determined to be due to phone line difficulty, the initial service call performed by the VENDOR shall be provided at no additional charge.
 - b. Upon determination of phone line difficulty the technician shall be responsible for notifying the telephone company of such difficulties.
 - c. The technician shall report to the Rensselaer County Sheriff when trouble calls have been directed to the telephone company and what actions are being taken to resolve the problem.
1. Subsequent visits relating to the same telephone line difficulty, even if the problem is of an intermittent nature, shall require reimbursement to the VENDOR by the USER, at the labor charges associated with the time of the call.

V. Service Reports

Upon completion of repairs, VENDOR shall provide the USER with a report. The USER shall retain and maintain all reports.

VI. LIABILITY

Except as herein expressly stated, Bear Communications Inc. shall not be liable for consequential loss, damage or injury arising from any stoppage, breakdown or failure of the equipment, where the cause by the negligence of or breach of the Agreement by Wells Communication Service, Inc. or their failure to exercise reasonable skill and care in carrying out any work pertinent to this Agreement, but Bear Communications Inc. shall use its' best efforts to remedy any stoppage as promptly as is able and likewise shall use its' best efforts to keep the Equipment in good working order.

VII. USER Undertakings

1. The following undertakings shall be consistently carried out by the USER:
 - a. USER shall keep and operate the Equipment listed on the Maintenance Contract Inventory in a proper and prudent manner.
 - b. Said equipment shall have physical accessibility for VENDOR, 24 hours a day. (I.E.: room where Equipment resides shall not be used as a storage room for other materials.)
 - c. USER shall promptly notify VENDOR of the relocation of any Equipment listed on the inventory or any equipment not on the inventory but having an operational relationship with maintenance contract inventoried equipment.
 - d. USER shall make all payments due thereunder to VENDOR at the address listed above.
 1. Payment shall be made to VENDOR within thirty (30) days from date of invoice. (Pertains to time and material charges which occur beyond the scope of this contract)
 - e. USER shall promptly notify VENDOR of any uncertain operation of the system, since this information can sometimes assist in anticipating possible future system failures.
 - f. USER shall provide an adequate and suitable electric supply in accordance with advice given by the VENDOR.

IIX. Contract Duration

1. This contract is valid for the period beginning January 1, 2022 through and terminating at Midnight December 31, 2022, or extended beyond this date, at customer request.
2. Early termination of said contract by USER or VENDOR is possible with no less than a three (3) months warning in writing, each to the other.

IX. Charges

1. The monthly charge stated herein shall become payable to VENDOR at the address listed above prior to the first month of the contract year.
2. In the event of early contract termination, any payments made in advance by the USER shall be reimbursed at a pro-rated amount.

X. Variation of Charges

1. If the Inventory List is added to or if the Equipment included in the list is modified in any way, VENDOR reserves the right to amend the contract dollar amount, pro-rated from the time of modification.
2. Should it become necessary, VENDOR may review any charges payable under this contract. Conditions requiring additional reimbursement to the VENDOR, whether they relate to the contract amount or time and material work closely related to the contract may be presented to the USER. The USER and/or VENDOR may then option for:
 - a. Renegotiation of the contract with written notification for alteration, no less than three (3) months in advance, or
 - b. Termination of the contract by USER or VENDOR, with no less than three (3) months written notification, each to the other.)

XI. Alterations

1. The USER shall not, under any circumstances, alter or add to the Equipment listed in the Maintenance Contract Inventory, without the written consent of the VENDOR. (Said consent shall not be unreasonably withheld.)
2. At USER request, VENDOR shall (where practical) move, alter or add to the Equipment. VENDOR reserves the right to obtain monetary reimbursement at the standard time and material service rate from USER for said services, as agreed upon between both parties prior to commencement of said activity.

XII. Defaults

If the USER shall fail to make payment, as defined herein, or if either party shall be in continual or material breach of its' obligation thereunder, the other party may forthwith, by written notice, terminate the Agreement without prejudice to pre-existing rights.

XIII. Force Majeure

Neither party hereto shall be under liability for failure or delay in performing their respective obligations hereunder which are attributable to causes beyond the relevant party's reasonable control.

VX. Confidentiality

Bear Communications Inc., (VENDOR) shall not disclose any information about the USER, its' business, or its' customers to any third party without the prior written consent of the USER. For the purpose of the Clause, USER shall include any partner of or anybody associated with the USER. The foregoing obligation of confidentiality shall survive any termination of the Agreement.

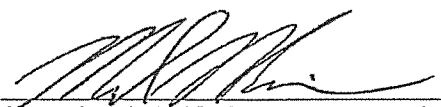
XVII. Annual Charge and Payment Terms

The total annual charge for the facility and services described in this agreement and listed in the Maintenance Contract Inventory is **Eleven Thousand One Hundred and Twenty Four dollars and 00/dollars, \$11,124.00 billed annually.**

XVIII. Term of Agreement

This agreement shall commence on **January 1, 2022** and shall terminate on **December 31, 2022.**

XIX. As WITNESS the hands of the parties hereto:

 Name: Mike Milanese, General Manager
for and on behalf of: Bear Communications Inc.

Date 11/11/21

Name: _____
for and on behalf of: Warren County Sheriff, NY.

Date: _____

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: SHERIFF

SIGNED: _____

DATE: November 22, 2021

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3150 110	Corrections Salaries - Regular	A.3150 120	Corrections Salaries - Overtime	\$400,000
A.3150 130	Corrections Salaries - Part Time	A.3110 130	Law Enforcement Salaries - Part Time	\$15,000
A.3150 810	Corrections Retirement	A.3110 130	Law Enforcement Salaries - Part Time	\$40,000
A.3150 830	Corrections Social Security	A.3110 130	Law Enforcement Salaries - Part Time	\$20,000
A.3150 831	Corrections Medicare Contribution	A.3110 130	Law Enforcement Salaries - Part Time	\$10,000
A.3020 130	911 Center Salaries - Part Time	A.3110 130	Law Enforcement Salaries - Part Time	\$5,000
A.3020 810	911 Center Retirement	A.3020 120	911 Center Salaries - Overtime	\$20,000
A.3020 830	911 Center Social Security	A.3020 120	911 Center Salaries - Overtime	\$4,500

Please state reason for transfers requested: To fund codes currently in deficit or projected to be in deficit prior to year-end.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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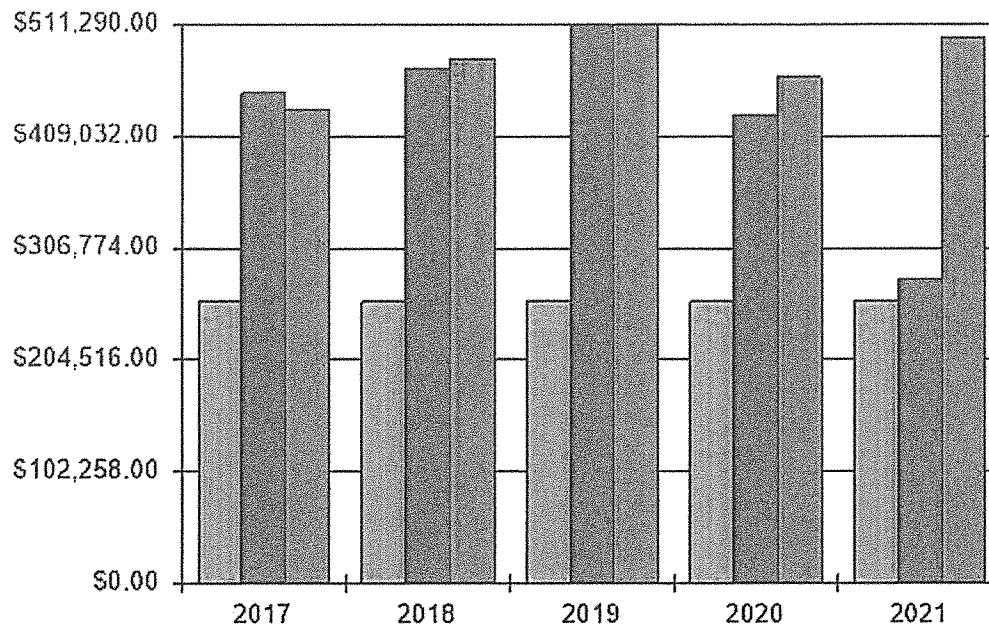
Please state reason for transfers requested:

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

Chart By Account

A.3110 120 (General.Sheriff's Law Enforcement Salaries - Overtime)Classification **Personal Services**

5 Year Trend Analysis by Account



Adopted

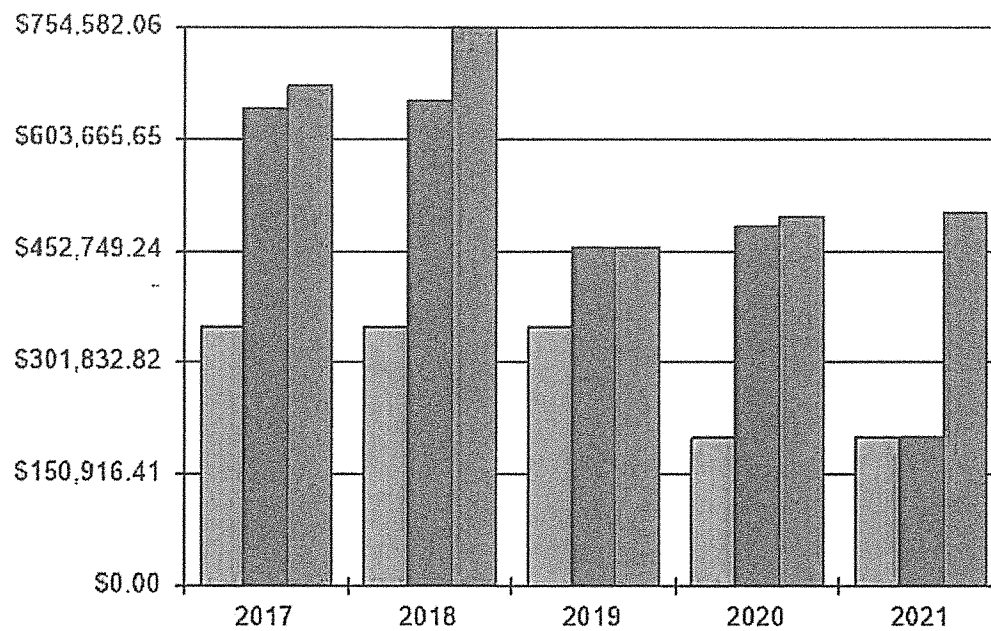
Amended

Actual

	2017	2018	2019	2020	2021
☐ Adopted	\$257,500.00	\$257,500.00	\$257,500.00	\$257,500.00	\$257,500.00
☐ Amended	\$448,944.15	\$469,814.10	\$511,290.00	\$427,900.00	\$278,500.00
☐ Actual	\$434,179.34	\$480,302.87	\$511,289.89	\$462,920.66	\$498,308.19

Chart By Account **A.3150 120 (General.Sheriff's Correction Division Salaries - Overtime)**Classification **Personal Services**

5 Year Trend Analysis by Account



Adopted

Amended

Actual

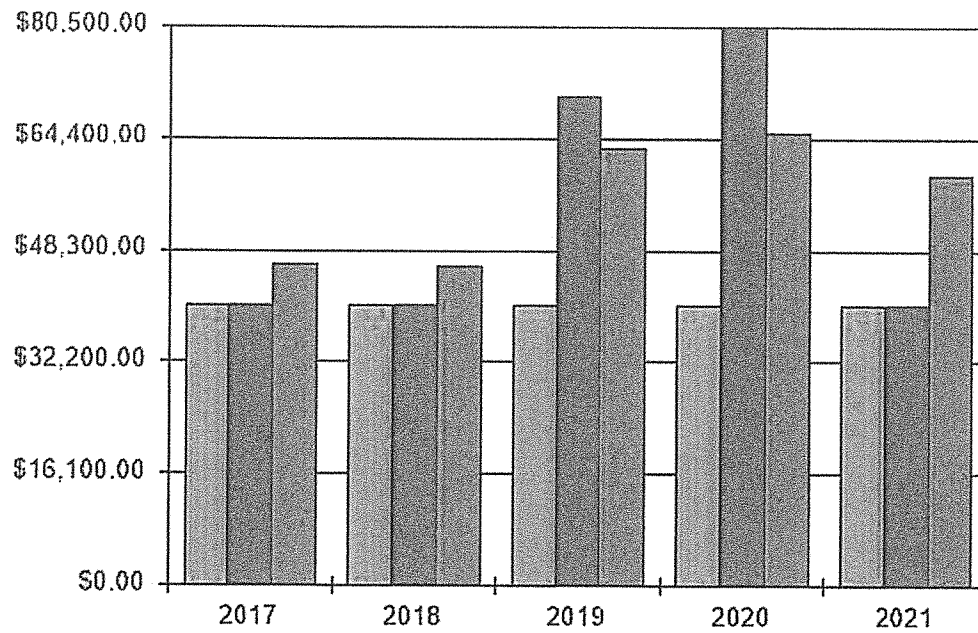
	2017	2018	2019	2020	2021
☐ Adopted	\$350,000.00	\$350,000.00	\$350,000.00	\$200,000.00	\$200,000.00
☐ Amended	\$645,000.00	\$655,000.00	\$456,642.00	\$485,000.00	\$200,000.00
☐ Actual	\$675,202.83	\$754,582.06	\$456,641.59	\$500,001.11	\$503,987.08

Chart By Account ▼

A.3020 120 (General.Sheriff's 911 Center Salaries - Overtime)

Classification **Personal Services**

5 Year Trend Analysis by Account



Adopted

Amended

Actual

	2017	2018	2019	2020	2021
☐ Adopted	\$40,500.00	\$40,500.00	\$40,500.00	\$40,500.00	\$40,500.00
☐ Amended	\$40,500.00	\$40,500.00	\$70,500.00	\$80,500.00	\$40,500.00
☐ Actual	\$46,311.66	\$46,087.69	\$62,964.92	\$65,183.88	\$59,175.10

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: November 22, 2021

- (a) **Purpose of Request:** Amend County Budget to appropriate funds for Sheriff's Law Enforcement salary and fringe benefit codes to address deficits created from the ratification of collective bargaining agreements with the Police Benevolent Association (PBA), the Sheriff's Employees' Alliance, and unexpected operating expenditures throughout the year.

- (b) **Details:** Appropriate \$466,000 from General Fund A.909.00 Fund Balance and increase the following;

A.3110 110 Sheriff's Law Enforcement Salaries - Regular	\$120,000
A.3110 120 Sheriff's Law Enforcement Salaries - Overtime	\$285,000
A.3110 830 Sheriff's Law Enforcement - Social Security	\$55,000
A.3110 831 Sheriff's Law Enforcement - Medicare Contribution	\$6,000

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

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

A.909.00 General Fund Balance - \$466,000

* as listed in budget and LOGOS

Warren County

2021 PBA Salary/Benefit Increases

<u>General Fund</u>	<u>General Ledger Code</u>	<u>110</u> <u>Salary Increase</u>	<u>830</u> <u>FICA</u>	<u>831</u> <u>Medicare</u>	<u>810</u> <u>Retirement</u>	<u>Total</u>
Sheriff Law Enforcement	A.3110	246,068.94	15,256.27	3,568.00	66,684.68	331,577.90

Warren County
 2021 SEA Salary/Benefit Increases

General Fund	General Ledger Code	110 Salary Increase	830 FICA	831 Medicare	810 Retirement	Total
Sheriff 911 Center	A.3020	31,656.82	1,962.72	459.02	4,463.61	38,542.18
Sheriff Jail	A.3150	6,155.24	381.62	89.25	867.89	7,494.00
Sheriff Law Enforcement	A.3110	17,187.04	1,065.60	249.21	2,423.37	20,925.22
		54,999.10	3,409.94	797.49	7,754.87	66,961.40

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Sheriff

DATE: November 22, 2021

- (a) **Title of Requested Position:** Patrol Officer #6
- (b) **Annual Base Salary (and Grade of Applicable):** \$44,735
- (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):**

Civil Law Enforcement Officer #2 (\$68,929)

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

A.3110 110 General Sheriff's Law Enforcement - Salaries - Regular

- (f) **Has Personnel Officer Reviewed and Approved of the New Position Title?:** Yes
(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:** No

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: November 22, 2021

- (a) **Purpose of Amendment:** Amend County Budget to appropriate funds into Sheriff's Law Enforcement Salaries - Overtime from revenue collected for dedicated patrol services provided to the Village of Lake George and Six Flags Great Escape during the 2021 summer season.
- (b) **Appropriation Code, Object Code, Full Title and Amount:**
- | | | |
|------------|-----------------------------------|----------|
| A.3110 120 | General Sheriff's Law Enforcement | \$80,629 |
| | Salaries - Overtime | |
- (c) **Revenue Code (with title), and amount:**
- | | | |
|-------------|-----------------------------------|----------|
| A.3110 2262 | General Sheriff's Law Enforcement | \$35,406 |
| | Public Safety - Village LG | |
| A.3110 2263 | General Sheriff's Law Enforcement | \$45,223 |
| | Public Safety - Private Entities | |

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Sheriff

DATE: November 22, 2021

- (a) **Title of Requested Position:** Patrol Officer #6
- (b) **Annual Base Salary (and Grade of Applicable):** \$44,735
- (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):**

Civil Law Enforcement Officer #2 (\$68,929)
- (e) **Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:**

A.3110 110 General Sheriff's Law Enforcement - Salaries - Regular
- (f) **Has Personnel Officer Reviewed and Approved of the New Position Title?:** Yes
(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:** No

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 #6 Base Salary of Position: \$44,735 (1st year) 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 - Creation
Employee No./Last Name: _____ Date of Vacancy: _____
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. _____

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 _____

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 _____ Date _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____

- ☐ 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 _____

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 #8 Base Salary of Position: \$44,735 (1st year) 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 - Creation
Employee No./Last Name: _____ Date of Vacancy: _____
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. _____

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 _____

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 _____ Date _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____
☐ 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 _____

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 #10 Base Salary of Position: \$44,735 (1st year) 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 - Creation
Employee No./Last Name: _____ Date of Vacancy: _____
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. _____

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 _____

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 _____ Date _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____
☐ 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 _____

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 #15 Base Salary of Position: \$44,735 (1st year) 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 - Creation
Employee No./Last Name: _____ Date of Vacancy: _____
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. _____

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 _____

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 _____ Date _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____
☐ 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 _____

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 #18 Base Salary of Position: \$44,735 (1st year) 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 - Creation
Employee No./Last Name: _____ Date of Vacancy: _____
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. _____

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 _____

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 _____ Date _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____
☐ 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 _____

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 #4 Base Salary of Position: \$44,735 (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: #12882 Date of Vacancy: December 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. _____

Human Resources Director has approved this form when initialed. _____

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 _____

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 _____ Date _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____

- ☐ 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 _____

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: Investigator #6 Base Salary of Position: \$83,503 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: 7532/David Date of Vacancy: January 2022
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. _____

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 _____

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 _____ Date _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____
☐ 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 _____

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: \$44,735 (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: January 2022
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. _____

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 _____

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 _____ Date _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____
☐ 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 _____

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: November 22, 2021

- (a) Is this a Result of a Bid or Request for Proposal? **Proposal**
- (b) Purpose of Contract: **WC 50-21 Inmate Account Services for the Warren County Correctional Facility**
- (c) Name of Contractor: **Trinity Services Group, Inc.**
- (d) Address of Contractor: **10880 Limpage Place**
- (e) Contractor's Contact Person and Telephone Number: **John Puricelli**
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: **01/01/2022**
- (h) Termination Date of Contract: **12/31/2022**
- (i) Payment Provisions:
 - i) lump sum amount **35% Proposed Percentage Amount of Gross Sales to be Paid to Commissary**
 - 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:**

**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

WARREN COUNTY BID TABULATION SHEET

BID NO.: WC 50-21	NAME & ADDRESS OF BIDDER
ITEM(S): INMATE ACCOUNT SERVICES FOR THE WARREN COUNTY CORRECTIONAL FACILITY	
DATE: NOVEMBER 4, 2021	Trinity Services Group, Inc.
TIME: 3:00 P.M.	Attn: John Puricelli
	10880 Linpage Place
	St. Louis, MO 63132
	Ph: 732-248-2323
	Fx: 800-416-9634
PROPOSED PERCENTAGE AMOUNT OF GROSS SALES TO BE PAID TO COMMISSARY	35%
BID AWARDED TO:	RESOLUTION NO. XX OF 2021
✓ JULIE A. BUTLER, PURCHASING AGENT	TERM: JANUARY 1, 2022 THROUGH DECEMBER 31, 2026