

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE
SHERIFF AGENDA
MARCH 21, 2022

COMMITTEE MEMBERS: Supervisors Geraci, Braymer, Seeber, Dickinson, Driscoll, McDevitt, Diamond, 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 two Warren County Sheriff's Office policies relating to the administration of leave, leave accruals, and the Family and Medical Leave Act (FMLA).
Rationale: Revisions are necessary to outline the Sheriff's Office Family and Medical Leave Act procedures.
 2. Request: To create and fill a new Per Diem Cook Part Time position at an hourly rate of \$18.07.
Rationale: The position will be utilized, as needed, to backfill fulltime member leave and reduce overtime compensation. The position can be funded within the 2022 adopted budget. A request for additional funding will not be necessary.
 3. Request: Ratifying our actions in regard to submission of the application of a New York State Division of Homeland Security and Emergency Services 2020 Statewide Interoperable Communications Grant Program grant.
Rationale: Warren County Sheriff's Office applied for and received a \$474,832 award to participate in the New York State 2020 Statewide Interoperable Communications Grant Program intended to support counties in improving communications interoperability and operability of systems.
 4. Request: Amend the County budget to receive funding from the New York State Division of Homeland Security and Emergency Services 2020 Statewide Interoperable Communications Grant Program grant.
Rationale: Warren County Sheriff's Office applied for and received a \$474,832 award to participate in the New York State 2020 Statewide Interoperable Communications Grant Program intended to support counties in improving communications interoperability and operability of systems.
 5. Request: Enter into an Intermunicipal agreement with the County of Saratoga to share police and related law enforcement resources, personnel, and equipment.
Rationale: The agreement will outline the terms, conditions, and provisions for the sharing of law enforcement resources, joint response, and cooperative service.

- IV. Discussion Items:
 - 1. Enhance Warren County campus security services
 - 2. Request from Treasurer's Office to draft rules for non-bargaining unit employee benefits
 - 3. Purchase of wireless mega range internet devices for patrol vehicles (*ARPA funding*)

- 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

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- Attachments:
- 1. Resolution Request Form No. 20 - Miscellaneous (FMLA)
 - 2-1. Resolution Request Form No. 11 - Request to Create New Position (Cook P/T)
 - 2-2. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Cook P/T)
 - 3. Resolution Request Form No. 5 - Request for a Grant Agreement (2020 SICG-Formula)
 - 4. Resolution Request Form No. 7 - Request to Amend County Budget (2020 SICG-Formula)
 - 5. Resolution Request Form No. 3 - Request for New Contract (County of Saratoga)

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: March 21, 2022

- (a) **Purpose of Request:** Amendment of two Warren County Sheriff's Office policies relating to leave; Correction Division Directive 003 and Public Safety Division Directive 006.
- (b) **Details:** Warren County Sheriff's Office Correction Division Directive 003 and Public Safety Division Directive 006 outline policies and procedures governing leave administration for the Sheriff's Office, to include leave relating to the Family and Medical Leave Act of 1993 (FMLA). The amendments are necessary to update the Sheriff's Office FMLA leave administration procedures.
- (c) **Previous Resolution Number:** Resolution No. 142 of 2021
- (d) **Where are Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:**

N/A

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION No. 142 OF 2021

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, GERAGHTY, DRISCOLL, CONOVER AND MAGOWAN

ADOPTING CORRECTION DIVISION DIRECTIVE 003 (REQUESTS FOR LEAVE) POLICY FOR THE WARREN COUNTY SHERIFF'S OFFICE

WHEREAS, the Sheriff presented to the Personnel, Administration & Higher Education Committee a Correction Division Directive 003 (Requests for Leave) Policy for the Warren County Sheriff's Office, and

WHEREAS, the Personnel, Administration & Higher Education Committee has reviewed the policy and has recommended that the same be advanced to the full Board of Supervisors for consideration, now, therefore, be it

RESOLVED, that the Correction Division Directive 003 (Requests for Leave) Policy annexed hereto, be and the same hereby is, adopted as the official Policy for the Warren County Sheriff's Office.



WARREN COUNTY SHERIFF'S OFFICE



DIRECTIVE 003: REQUESTS FOR LEAVE

EFFECTIVE DATE: TBD

AUTHORITY: SHERIFF JIM LAFARR

PRIOR REVISION: 02/05/21

ACCREDITATION STANDARDS:

REVIEW DATE: 02/05/21

The responsibility for the preparation of agency schedules and processing of leave requests is as follows. All leave requests, except sick leave as outlined in this manual, shall be submitted to these authorized members in the order outlined below:

Correction Sergeant	Correction Officer	CD Kitchen Staff	CD Support Staff
Correction Lieutenant	Designated Sergeant	Designated Sergeant	Correction Lieutenant
Correction Captain	Correction Lieutenant	Correction Lieutenant	Correction Captain
Undersheriff	Correction Captain	Correction Captain	Undersheriff

GENERAL RULES

1. Leave shall be administered in accordance with this directive and pursuant to the provisions outlined in each member's applicable collective bargaining agreement.
2. Absent exigent circumstances, all Regular leave requests shall be submitted using the "WCSO Leave Request Program". Early leave requests shall be submitted on a "Leave Request Form".
3. Leave may only be granted for time that has been accrued by the member, with the exception of a DLO and Floating Holiday which may be used on the day it is earned.
4. Members submitting leave requests to the "Designated Sergeant", as directed above, must ensure this Sergeant will be on-duty prior to the date of leave. Members should submit leave requests to an available "Correction Lieutenant" when the "Designated Sergeant" will not be on-duty prior to the requested leave date, and therefore will not be available to review their request in a timely manner.
5. The authorized members responsible for preparing schedules may, at their discretion, waive or amplify any restriction or requirement when necessary to ensure adequate staffing and to promote a fair and equitable granting of leave time for all employees. Such decisions may take into consideration, but not be limited to the following:
 - A. Minimum staffing;
 - B. Special events, details, and assignments;
 - C. Training;
 - D. Holidays;
 - E. Seniority, experience, and rank levels of staff;
 - F. Any incident that might justify an increase or decrease in staffing; or
 - G. Any emergency which impacts on agency services.

LEAVE REQUESTS

Early Requests

Members may submit Early leave requests to the appropriate authorizing members above, no later than January 15th, for dates in the current calendar year. All early leave requests will be reviewed after January 15th and granted based upon seniority.

NOTE: Members submitting leave requests for time off between January 1st and January 15th shall submit a Regular Leave Request in accordance with this directive.

Regular Requests

1. Members may submit Regular leave requests after January 15th for dates in the current calendar year. Regular leave requests will be granted based upon the following criteria in the order provided:

- A. Date and Time of Submission
- B. Availability/Staffing Levels
- C. Seniority

2. Regular leave requests should be submitted no later than 48 hours prior to the commencement of the intended leave. This restriction may be waived at the discretion of a member authorized above.

NOTE: Correction Officers requesting leave for the remainder of a current shift, the next oncoming shift and/or the shift immediately following (no more than 16 hours prior to the commencement of the intended leave) shall submit such request to the Tour Supervisor when the Designated Sergeant is unavailable.

LEAVE CATEGORIES

1. Eligible members earn DLO's or Floating Holidays for shifts worked on County approved holidays. All DLO's and Floating Holidays must be taken within six (6) months of the date they are earned. DLO's and Floating Holidays not taken within this time period shall be forfeited with no compensation to the member, unless such leave was not taken at no fault of the member.

2. Vacation leave shall be used in the calendar year earned and may not be carried over from calendar year to the next, unless such leave was earned and not otherwise taken through no fault of the member.

3. Personal leave is utilized for personal business and may be taken in hourly increments. Personal leave is not cumulative and no part shall be carried over from one calendar year to the next, unless such leave was not taken through no fault of the member.

4. Military leave entitles a members serving in the military to be absent from work without loss of pay to fulfill necessary military obligations. Military leave shall be administered in strict accordance with the provisions of the member's collective bargaining agreement

5. Bereavement leave entitles a member to be absent from work without loss of pay by reason of death of an immediate family member. Bereavement leave shall be administered in strict accordance with the provisions of the member's collective bargaining agreement.

6. Paid administrative leave is a temporary administrative action that entitles an employee to be absent from work, without loss of pay, following approval from the Sheriff or Undersheriff. The leave may be due to an employee's physical or physiological fitness for duty, pending disciplinary action, or a circumstance where the health and/or safety of any member or other person is in question or at risk.

7. It shall the member's responsibility to demonstrate that leave was earned and not otherwise taken through no fault of such member. Any request to carry over unused leave from one year to the next must be submitted to the Sheriff for review and approval.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken such leave. Employees are also entitled to return to their same or an equivalent position at the end of the leave.

POLICY

It is the policy of the Warren County Sheriff's Office to grant up to 12 weeks (480 hours) of family and medical leave during any rolling 12-month period to eligible employees, in accordance with the Family and Medical Leave Act (FMLA), and/or up to 26 weeks of leave in any rolling 12-month period in compliance with the expansion of FMLA under The Support for Injured Servicemembers Act of 2007. The FMLA leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this directive.

The Code of Federal Regulations, 29 CFR Part 825, The Family and Medical Leave Act of 1993 shall serve as the Sheriff's Office compliance guide for eligibility, entitlements and definitions relating to FMLA.

ELIGIBILITY

In order to take leave under the FMLA, an employee must:

1. Have worked for the Warren County Sheriff's Office for 12 months or 52 weeks, and the 12 months or 52 weeks are not required to be consecutive; and
2. Have worked at least 1,250 hours during the 12 months prior to the start of leave, and the 1,250 hours includes only those hours actually worked, not time spent on paid or unpaid leave.

QUALIFYING CONDITIONS

Leave under the FMLA shall be granted for one or more of the following reasons:

1. Birth of a child and to care for/bond with the newborn child;
2. Placement of a child for adoption or foster care and to care for/bond with the newly placed child;
3. Care for spouse, child, or parent (not "parent in-law") with a serious health condition;
4. Serious health condition of the employee;
5. A qualifying military exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty status as a member of the National Guard, Reserves, or Active Armed Forces; and/or
6. To care for an injured or ill Servicemember.

CALCULATION OF LEAVE

Eligible employees can take up to 12 weeks (26 weeks to care for injured or ill Servicemembers) during a 12 month period under the FMLA. The leave may be in consecutive weeks or intermittently, but it may not exceed 12 weeks (26 weeks to care for injured or ill Servicemembers) over a rolling 12-month period. The 12-month period shall be measured starting from the date an employee first uses FMLA leave in accordance with this directive.

FMLA LEAVE PROCEDURES

1. Employees wishing to use FMLA leave must submit a completed Warren County Sheriff's Office Family and Medical Leave Request Form (A-14) to the Sheriff.
2. **The Sheriff may require** employees requesting FMLA leave due to a serious health condition, or to care for an immediate family member with a serious health condition, to submit the appropriate U.S. Department of Labor Certification form. If required, the form should be completed by a physician and returned to the Sheriff within 15 calendar days. U.S. Department of Labor FMLA forms are available in Administration.
3. Periodic reports and additional physician certifications may also be required during leave relating to serious health conditions. The Sheriff's Office may, at its own expense, require a second (or third) opinion regarding a medical certification. Employees failing to provide timely certification may risk having leave benefits delayed or denied.
4. **The Sheriff may require** employees requesting FMLA leave for reasons other than a serious health

condition, or to care for an immediate family member with a serious health condition, to submit the appropriate U.S. Department of Labor Certification form. U.S. Department of Labor FMLA forms are available in Administration.

5. Employees may elect to use all, or a portion of, accrued leave prior to an unpaid FMLA leave of absence. When paid leave is used for an approved FMLA covered reason, the leave is FMLA protected.

6. The Sheriff may require employees to use all accrued leave prior to the approval of unpaid FMLA leave for requests due to the employee's own serious health condition. When paid leave is used for an approved FMLA covered reason, the leave is FMLA protected.

7. The Sheriff may require employees to use all accrued vacation leave, personal leave, holiday leave, and benefit day leave prior to the approval of unpaid FMLA leave for requests due to a reason, other than, the employee's own serious health condition. When paid leave is used for an approved FMLA covered reason, the leave is FMLA protected.

8. Employees do not automatically receive FMLA leave during a leave of absence from employment. FMLA leave must be requested in writing in accordance with this directive.

9. Employees will receive notification from the Sheriff within five business days of receiving completed certifications. The notification will specify whether the FMLA leave was approved, or reason for denial, as applicable.

10. Employees may be subject to disciplinary sanctions, up to and including termination, if the employee knowingly provides false information to receive, or continue, benefits under FMLA.

EMPLOYEE STATUS AND BENEFITS

1. The County will continue an employee's health benefits during the period of FMLA leave, at the same level and under the same conditions, as if the employee had continued to work, provided the employee continues to pay his or her portion of the health care premiums.

2. While on paid leave (i.e. using sick leave in conjunction with FMLA leave), the County will continue to complete payroll deductions to collect the employee's share of health insurance premiums. While on unpaid FMLA leave, the employee must make payments for their portion of health insurance premiums to the Warren County Treasurer. The payments must be received by the 15th day of each month. Health insurance coverage will be terminated if these payments are not received by the 30th of each month.

NOTE: The County's Benefit Broker will provide 15 days' notice prior to the employee's loss of coverage.

3. The County will require the employee reimburse the amount the County paid for the employee's health insurance premiums during the period of unpaid leave if the employee chooses not to return to work for reasons other than; a continued serious health condition of the employee, continued care of an immediate family member with a serious health condition, or a circumstance beyond the employee's control.

4. While on paid leave (i.e. using sick leave in conjunction with FMLA leave), employees shall continue to accrue leave. The leave accruals will be pro-rated based upon the hours of leave utilized.

5. While an employee is absent from work on unpaid FMLA leave (s)he will not be eligible to accrue vacation leave, sick leave, personal leave, or any paid holidays, consistent with all other approved leaves of absence.

RETURNING TO WORK

1. Employment restoration is guaranteed for up to 12 weeks of approved FMLA leave, except under certain circumstances as provided by law.

2. Employees returning to work following FMLA leave will return to their original position, on the same shift/work schedule, retaining salary, benefits, and all other terms of employment.

3. Employees returning to work following FMLA leave relating to their own serious health condition must submit documentation from a physician affirming their ability to perform all essential functions for their position and adequate fitness for duty.
4. Proceedings under New York State Civil Service Law Sections 71 or 73 may be initiated if an employee fails to return to work following the expiration of FMLA leave.

RESOLUTION REQUEST FORM NO. 11***Request to Create New Position*****DEPARTMENT NAME:** Sheriff**DATE:** March 21, 2022

- (a) **Title of Requested Position:** Per Diem Cook Part-Time
- (b) **Annual Base Salary (and Grade of Applicable):** N/A (\$18.07/hour)
- (c) **Effective Date for New Position:***
*Please do not backdate unless the purpose is to correct an error.

Upon Approval of the Board of Supervisors

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

N/A

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

A.3150 110 Sheriff's Correction Division Salaries - Part Time

- (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

NOTE: The Per Diem Cook Part-Time position will be utilized to backfill full-time employee leave and reduce overtime. No additional funding will be requested for this position.

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: 31.00
Title of Position: Per Diem Cook - Part Time Base Salary of Position: \$18.07/hour Grade:
Filling at Step # (If Known):
Budget code and title: A.3150 130 Sheriff's Corrections Salaries - Part Time Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other - Creation
Employee No./Last Name: New Position Date of Vacancy: Following BOS Approval
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. 5***Request to Apply for a Grant Application and Grant Agreement*****DEPARTMENT NAME:** Sheriff**DATE:** March 21, 2022

- (a) **Purpose of Grant:** Communication Center Interoperability Enhancement
- (b) **Name of Grantor:** NYS Division of Homeland Security & Emergency Services
- (c) **Address of Grantor:** 1220 Washington Avenue, Building 7A, Albany NY 12226
- (d) **Grantor's Contact Person and Telephone Number:** Eric Abramson,
Grant Program Director
(518) 402-2123
- (e) **Has or Will the Grant Application or Grant Agreement been provided, if so, please attach:** Yes
- (f) **Effective Date of Grant:** January 1, 2021
- (g) **Termination Date of Grant:** December 31, 2022
- (h) **Total Dollar Amount Involved (Not to Exceed):** \$474,832
- (i) **Deadline to Submit Grant Application and/or Grant Agreement:** N/A
- (j) **Is a Budget Amendment Required?:** Yes
If yes, also complete and submit Form No. 7.
- (k) **Are the funds to go into a Capital Project or Capital Reserve Project?:** No
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) **Is a Local Share Required?:** No
If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount OR Capital Project OR Capital Project Number and Title Amount:

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

* as listed in budget and LOGOS



Homeland Security
and Emergency Services

KATHY HOCHUL
Governor

PATRICK A. MURPHY
Commissioner

September 28, 2021

The Honorable Rachel E. Seeber
Chair, Warren County Board of Supervisors
Municipal Center
1340 State Route 9
Lake George, NY 12845

Dear Ms. Seeber,

I am pleased to announce that Warren County has been awarded \$474,832 under the New York State 2020 Statewide Interoperable Communications Grant Program (2020 SICG-Formula). This program, administered by my agency, allows for the State support to aid county, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC). The 2020 SICG-Formula Program will concentrate on improving interoperability and operability of communications systems in New York State. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2020-SICG-Formula grant will be 24 months, beginning January 1, 2021 – December 31, 2022, with the possibility of an extension based upon a good cause shown and ample justification for needing additional time. Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 45 calendar days from the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Deputy Director, Brett Chellis, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Patrick A. Murphy
Commissioner

cc: Major James Lafarr, Warren County Sheriff's Office

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C197873 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR:(Name & Address) Warren County 1340 State Route 9 Lake George NY 12845	TYPE OF PROGRAMS: SI2020 CFDA NUMBER: DHSES NUMBERS: WM20197873
FEDERAL TAX IDENTIFICATION NO: 14-6002576 MUNICIPALITY NO: (if applicable) 520100000 000 SFS VENDER NO: 1000002438 DUN & BRADSTREET NO: 098334733	INITIAL CONTRACT PERIOD: FROM 01/01/2021 TO 12/31/2023 FUNDING AMOUNT FOR INITIAL PERIOD: \$474,832.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: <div style="border: 1px solid black; padding: 2px; width: fit-content;">n/a</div> (Enter number or Exempt) if Exempt is entered above, reason for exemption. <div style="border: 1px solid black; padding: 2px;">Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</div>	APPENDIX ATTACHED AND PART OF THIS AGREEMENT <input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions <input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) <input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request <input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: Eric Abramson , Director of Grants Program Administration Date: 11/22/2021 State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. GRANTEE: BY: Rachel Seeber CHAIRWOMAN OF THE BOARD Date: 11/22/2021	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

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: March 21, 2022

(a) **Purpose of Amendment:** Amend County Budget to reflect revenues from a New York State Division of Homeland Security and Emergency Services Statewide Interoperable Communications grant.

(b) **Appropriation Code, Object Code, Full Title and Amount:**

A.3020.4046 250	Sheriff's Communications Center	\$474,832
	2020 Interoperable Comm Grant	
	Technical Equipment	

(c) **Revenue Code (with title), and amount:**

A.3020.4046 3380	Sheriff's Communications Center	\$474,832
	2020 Interoperable Comm Grant	
	State Homeland Security Grant Program	



Homeland Security
and Emergency Services

KATHY HOCHUL
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September 28, 2021

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Municipal Center
1340 State Route 9
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On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Deputy Director, Brett Chellis, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Patrick A. Murphy
Commissioner

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CHARITIES REGISTRATION NUMBER: <div style="border: 1px solid black; padding: 2px; width: fit-content;">n/a</div> (Enter number or Exempt) if Exempt is entered above, reason for exemption. <div style="border: 1px solid black; padding: 2px;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	APPENDIX ATTACHED AND PART OF THIS AGREEMENT APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: Eric Abramson , Director of Grants Program Administration Date: 11/22/2021 State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. GRANTEE: BY: Rachel Seeber CHAIRWOMAN OF THE BOARD Date: 11/22/2021	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

RESOLUTION REQUEST FORM NO. 3**Request for New Contract****DEPARTMENT NAME:** Sheriff**DATE:** March 21, 2022

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Sharing of LE resources with Saratoga Co. Sheriff's Office
- (c) **Name of Contractor:** County of Saratoga
- (d) **Address of Contractor:** 6010 County Farm Rd, Ballston Spa, NY 12020
- (e) **Contractor's Contact Person and Telephone Number:** Michael H. Zurlo, Sheriff
(518) 885-6761
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** Upon execution
- (h) **Termination Date of Contract:** Until terminated or amended by either party
- (i) **Payment Provisions:** i) lump sum amount
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:**

* as listed in budget and LOGOS

**INTERMUNICIPAL AGREEMENT
SHERIFF'S OFFICE COOPERATION BETWEEN THE COUNTY OF SARATOGA AND THE
COUNTY OF WARREN**

This agreement is made this ____ day of _____, 2022, between the **COUNTY OF SARATOGA**, a municipal corporation with its principal place of business at 6012 County Farm Road, Ballston Spa, New York, and the **COUNTY OF WARREN**, a municipal corporation with its principal place of business at 1400 U.S. 9 Lake George New York.

RECITALS

WHEREAS, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreement for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service, and

WHEREAS, the parties hereto have experienced within their jurisdictions a need for the joint response of both parties' police agency resources to deal with certain criminal acts or threats including but not limited to large scale protests, narcotics related crimes / investigations, unexpected circumstances warranting law enforcement response which overwhelms the daily staffing levels of a primary agency requiring a law enforcement response from surrounding agencies until the situation is mitigated or the primary agency can have their own resources respond and safely assume control, or other instances amounting to emergency circumstances that may be more effectively dealt with through the use of sharing resources for long term events such as natural disasters,

NOW, THEREFORE, the parties hereto do mutually agree pursuant to the terms and provisions of the Shared Services Cooperation Agreement as follows:

ARTICLE 1:

Purpose of Agreement. The purpose of this Agreement is to:

1. Formalize the relationship between the Saratoga County Sheriff's Office and the Warren County Sheriff's Office and the use of their combined law enforcement resources.
2. Eliminate the need to follow the formal procedure set forth in General Municipal Law §209-m to request assistance from the other (party) (parties) in the form of personnel and/or equipment;
3. Provide for more efficient utilization of law enforcement resources and services; and
4. Make available to each participating entity, any resource necessary as determined by the Sheriff of Saratoga County and the Sheriff of Warren County through mutual agreement in the event of an emergency in accordance with the provisions of this Agreement.

ARTICLE 2:

Personnel and Equipment. Each party agrees that their police department may supply personnel, equipment and other available resources to the other upon request in the event of an emergency or investigation, if their respective Sheriff, or his designee; or Chief, or his designee, deems it appropriate. The number of personnel, if any, and the amount or type of equipment to be dispatched by the responding party shall be determined by that agency's Sheriff, or his designee; or Chief, or his designee.

ARTICLE 3:

Retained Personnel and Equipment. Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding (party) (parties) may recall such personnel and equipment or any part thereof. The responding (party) (parties) shall inform the requesting party of its intent to withdraw from the situation.

ARTICLE 4:

Compensation. In accordance with the provisions of General Municipal Law §119-o(3)(b) each party shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking services pursuant to this Intermunicipal Agreement.

Neither party, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding parties' personnel, or for the use or damage to the responding parties' equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers' compensation, or for the payment of any other benefits to the personnel of the responding party.

ARTICLE 5:

Control of Personnel and Equipment. The Incident Commander of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall service; provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party, if more than one officer responds. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

ARTICLE 6:

Privileges and Immunities. To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of any participating agency's members or agency when performing its functions within the public agency's territorial limits shall apply to the activities of that agency's members while furnishing law enforcement services outside its territorial limits under the terms of this agreement.

Specifically, pursuant to General Municipal Law §119-n(c) and §119-o, police officers assisting another local government outside their normal territorial jurisdiction shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including, but not limited to, the power of arrest.

ARTICLE 7:

Line of Duty Death or Injury. The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either party while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered in the line of duty.

ARTICLE 8:

Liability and Indemnification. Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney's fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of any shared service event.

Each party hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

ARTICLE 9:

Administration. It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board. No real or personal property shall be acquired by the participants because of this Agreement. Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

ARTICLE 10:

Compliance with Laws. Each participant agrees that each will comply with all applicable federal, state, and local laws, and rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE 11:

Approval, Duration and Termination. This Agreement shall not be effective until approved by a majority vote, as required by General Municipal Law §119-o, of the governing body of each party. This is the entire Agreement between the parties governing the subject matter herein and may only be changed, modified or amended by written agreement of the parties of the authorized representatives of the parties, subject to the requirements of ARTICLE 1 of the Agreement.

ARTICLE 12:

Notices. In the event that it is necessary for (either) (any) (party) (parties) to transmit to (either) (any) (party) (parties) written notice or communications that are anticipated in accordance with the terms and provisions of the Agreement, the same shall be considered delivered upon personal delivery and/or the same by ordinary mail to the following persons and/or addresses:

Michael H. Zurlo, Sheriff
Saratoga County Sheriff's Office
6010 County Farm Rd
Ballston Spa, NY 12020

Jim LaFarr, Sheriff
Warren County Sheriff's Office
1400 U.S. 9
Lake George NY, 12845

Delivery by mail shall be considered accomplished or complete when the notice or communication is appropriately enclosed in an envelope or similar wrapping with postage attached and deposited in a receptacle maintained or owned by the United States Postal Service for the deposit or acceptance of mail.

ARTICLE 13:

Governing Law. It is understood and agreed by and between the parties that for the purposes of legal actions and/or proceedings, New York State Law shall be the governing law.

ARTICLE 14:

Assignment. This agreement may not be assigned, in whole or in part, by either party without the written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year above written.

Approved as to Form:

COUNTY OF SARATOGA

Saratoga County Attorney

By _____
Theodore T. Kusnierz, Jr, CHAIRMAN
Board of Supervisors

Approved as to Form:

COUNTY OF WARREN

Warren County Attorney

By _____
Kevin B. Geraghty, CHAIRMAN
Board of Supervisors

STATE OF NEW YORK)
) ss.:
COUNTY OF SARATOGA)

On the ____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On the ____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

FirstNet Pricing Proposal

Warren County Sheriff's Office



AT&T Wireless has submitted the attached proposal for evaluation purposes only. Please note that no contract between AT&T Wireless and Customer is implied or will be created until a formal agreement between both parties. All submitted information is considered proprietary and confidential.

Proposed Plans

Plan Name	Number of Lines	Minutes Per Line	Pooled Minutes	Cost Per Line	Text Per Line	Data Per Line (GB)	Total Data in Pool (GB)	Total After Discount & MRC
Data Only - Unlimited Data	35	N/A	N/A	\$31.99	N/A	Unlimited	Unlimited	\$1,119.65
Device Total		35						
Total Monthly Recurring Charges (not including FCC surcharges)								
\$1,119.65								

One-Time Charges / Credits

Product	QTY	Cost	Description
Assured Wireless Mega Range Device	35	\$999.99	Equipment Cost
Assured Wireless Mega Range Device Promotion	35	\$999.99	Account Credit*
Parsec 6 in 1 HPUE Antenna	35	\$385.00	Equipment Cost
			Total Equipment Charge
			\$13,475.00

*Credits will take up to 4 Months to reflect
 No Early Termination Fees
 New York State Contract
 Canada and Mexico Calling Included
 Priority and Preemption Included
 No Throttling of the Data