

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE
SHERIFF AGENDA
APRIL 25, 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: 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.
 2. Request: Approval to write off debt in accordance with Resolution No. 240 of 2019.
Rationale: Warren County has an unpaid claim from September 2018 with the New York State Governor's Traffic Safety Committee (GTSC) Child Passenger Safety Committee in the amount of \$750.00. The claim was submitted under the prior Administration after the deadline causing the reimbursement to be rejected. Approval to write off the unpaid debt in accordance with Resolution No. 240 of 2019 is required.
 3. Request: Approval to apply for a New York State Sheriffs' Association COVID-19 Detection and Mitigation grant.
Rationale: Warren County Sheriff's Office has been invited by the New York State Sheriffs' Association, in collaboration with the Centers for Disease Control and Prevention, to participate in a grant project intended to enhance COVID-19 detection and mitigation procedures in our Correctional Facility. Warren County will be awarded a reimbursement grant for \$81,943.00 to purchase qualified materials and services to detect, diagnose, trace, and monitor SARS-CoV-2 and COVID-19.
 4. Request: Amend the County budget to establish revenue and expense codes for a New York State Sheriffs' Association COVID-19 Detection and Mitigation grant.
Rationale: The Warren County Sheriff's Office, upon approval from the Board of Supervisors, will apply for an \$81,943.00 New York State Sheriffs' Association COVID-19 Detection and Mitigation grant. The amendment is necessary to establish grant revenue and expense codes.
 5. Request: Amend the education reimbursement policies and procedures for all Warren County Sheriff's Office employees.
Rationale: Approval for all Warren County Sheriff's Office employees to take employment related training, certification, and credit-bearing courses that benefit the County with the appropriate County approval and upon satisfactory completion receive 100% reimbursement for tuition, books, and fee expenses.

6. Request: Enter into an agreement with Chic's Marina for routine service and emergency repairs to Sheriff's Office patrol vessels.

Rationale: Agreement is necessary to allow for annual service of Sheriff's Office patrol vessels, as well as repairs, as needed.

IV. Discussion Items:

1. Warren County Sheriff's Office Reform Progress
2. Request for Executive Session to address Warren County facilities security services

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. 3 - Request for New Contract (County of Saratoga)
 2. Resolution Request Form No. 20 - Miscellaneous (Unpaid Debt)
 3. Resolution Request Form No. 5 - Request to Apply for Grant (NYSSA COVID-19)
 4. Resolution Request Form No. 7 - Request to Amend County Budget (NYSSA COVID-19)
 5. Resolution Request Form No. 20 - Miscellaneous (Unpaid Debt)
 6. Resolution Request Form No. 3 - Request for New Contract (Chic's Marina)

RESOLUTION REQUEST FORM NO. 3**Request for New Contract****DEPARTMENT NAME:** Sheriff**DATE:** April 25, 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 _____, 2021, 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

James 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

RESOLUTION REQUEST FORM NO. 20**Miscellaneous**

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Sheriff

DATE: April 25, 2022

- (a) **Purpose of Request:** Approval to write off debt in accordance with Resolution No. 240 of 2019.
- (b) **Details:** Warren County has an unpaid claim from September 2018 with the New York State Governor's Traffic Safety Committee (GTSC) Child Passenger Safety Committee in the amount of \$750.00. The claim for reimbursement was submitted under the previous Administration after the deadline and payment was rejected. Approval is necessary to write off the unpaid debt in accordance with Resolution No. 240 of 2019.
- (c) **Previous Resolution Number:** N/A
- (d) **Where are Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:**

N/A

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 240 OF 2019

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

APPROVING THE WARREN COUNTY BAD DEBT POLICY

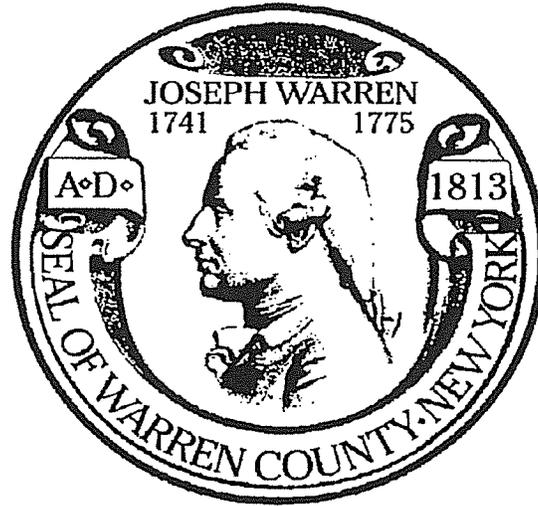
WHEREAS, the County does not have a formal policy on the collection or write off of debts owed to the County, and

WHEREAS, the lack of a policy has required certain inefficient formal action by the Board of Supervisors, and

WHEREAS, the County Administrator has developed a formal policy that dictates the process for debt collection and write-offs of bad debt, and

WHEREAS, said policy mandates quarterly reports prepared for the Finance Committee by the County Treasurer detailing all debts written off during the year, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby approves the Warren County Bad Debt Policy as attached hereto to be effective May 17, 2019.



WARREN COUNTY
BAD DEBT POLICY

Adopted by Resolution # 240 of 2019

WARREN COUNTY BAD DEBT POLICY

BACKGROUND AND PURPOSE:

In the course of managing its financial resources, Warren County must ensure that the most effective revenue collection procedures are in place and that income generated is properly accounted for in our financial records.

Revenue due to the County but not yet received is recorded on a modified accrual basis in accordance with Generally Accepted Accounting Principles (GAAP).

Customers and other entities do not always pay the County promptly for services they have used or other debts they may owe. If despite the County's best efforts to collect outstanding income that revenue is deemed to be irrecoverable, it is referred to as a bad debt. With the approval of the Board of Supervisors, bad debt may be written off and the County's financial records appropriately modified. Treating income as a bad debt should be the final stage of the County's debt collection process.

This policy is intended to adhere to the principles above and guide County officials in collecting and/or writing off debt

DEFINITIONS:

"Debtor" – a person or entity that owes money to the County.

"Bad debt" – an outstanding sum of money owed to the County which has not been paid despite repeated efforts to collect the debt. Bad debts are those sums of money that have either been deemed irrecoverable or that are not uneconomically prudent to further pursue.

"Write-off" – a procedure used in accounting in which a debt is determined to be uncollectable and is therefore considered to be a loss.

POLICY:

In the first instance, Warren County will utilize all ordinary and appropriate methods to collect revenue owed to the County, including entering into payment plans where legally permissible and prudent.

A First Notice letter will be sent to the debtor by the County Treasurer's Office when the debt is outstanding for **30 or more days**. The Treasurer's Office will copy the department to which the debt is owed. A follow-up phone call will be placed by the appropriate departmental staff member to the debtor to attempt to work out payment arrangements.

A Final Notice letter will be sent to the debtor by the County Treasurer's Office when the debt is outstanding for **60 or more days**. The Treasurer's Office will copy the department to which the debt is owed. Another follow-up phone call will be placed by the appropriate departmental staff member to the debtor to attempt to work out payment arrangements.

RESOLUTION NO. 240 OF 2019

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A letter from the County Attorney will be sent to the debtor when the debt is outstanding for **70 or more days**. The account will also be referred to the appropriate County Attorney staff member for follow-up.

If a debt is outstanding for **90 or more days**:

·If under \$500, the debt may be declared bad debt upon the approval of the County Treasurer, the County Attorney and the County Administrator.

·If greater than \$499 and less than \$5,000, the debt may be declared bad debt upon the approval of the Finance Committee. The criteria used by the Finance Committee in making that determination may include, but is not limited to, whether it is economical to utilize a collection agency or pursue litigation against the debtor.

If \$5,000 or higher, the debt will be referred to a collection agency or litigation will be pursued unless the County Treasurer and County Attorney deem such measures to be imprudent. The debt may be declared bad debt upon approval of the Board of Supervisors.

From time to time, Federal and State Aid claims are paid late. The Treasurer's Office will review these outstanding claims annually with the relevant departments. Departmental staff are then responsible for following up with the appropriate Federal or State agency. If the department and the Treasurer's Office determine that the revenue is irrecoverable, the debt may be written off only upon approval of the Board of Supervisors, regardless of the dollar amount of the debt.

All debts declared bad debts in accordance with this policy shall be written off by the appropriate County staff.

County staff may reinstate debts and attempt to collect them, utilizing the process outlined above, if new information becomes available.

A quarterly report will be prepared for the Finance Committee by the County Treasurer detailing all debts written off during the year by agreement of the County Treasurer, the County Attorney and the County Administrator.

RESOLUTION REQUEST FORM NO. 5***Request to Apply for a Grant Application and Grant Agreement*****DEPARTMENT NAME:** Sheriff**DATE:** April 25, 2022

- (a) **Purpose of Grant:** COVID-19 Detection & Mitigation in the Correctional Facility
- (b) **Name of Grantor:** New York State Sheriffs' Association
- (c) **Address of Grantor:** 27 Elk Street, Albany NY 12110
- (d) **Grantor's Contact Person and Telephone Number:** Robert Cuttita,
Mitigation Manager
(518) 434-9091
- (e) **Has or Will the Grant Application or Grant Agreement been provided, if so, please attach:** Yes
- (f) **Effective Date of Grant:** August 1, 2021
- (g) **Termination Date of Grant:** July 31, 2024
- (h) **Total Dollar Amount Involved (Not to Exceed):** \$81,943.00
- (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

AGREEMENT

This Agreement, made this _____ day of _____, 2022 by and between New York State Sheriff's Association, with offices located at, 27 Eld Street, Albany, NY 12110 hereinafter referred to as NYSSA, and the **Warren County Sheriff's Office**

WHEREAS, NYSSA has been awarded a grant/contract from the Center Disease Control Prevention, hereinafter referred to as the "Project Sponsor" under grant/contract number 6NU50CK0005160301, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Detection & Mitigation of COVID-19 in Confinement Facilities

WHEREAS, the **Warren County Sheriff's Office** has represented to NYSSA that it will purchase qualified and approved materials and or services for the Detection and Mitigation of COVID-19 in their facility and is therefore requesting reimbursement for said material and or services.

Contract Start Date: 8/01/2021

Contract End Date: 07/31/2024

Contract Amount: \$81,943.00

NYSSA Detection and Mitigation Manager: Robert Cuttita

Voucher Frequency: Monthly

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Grant Reimbursement

This grant is a reimbursement grant. Accordingly, the facilities **must first purchase** the approved item or service and then submit for reimbursement. All reimbursements requested must be for purchases made within the grant period. August 1, 2021 – July 31, 2024. All requested Items or services must fall within the allowable purchases as permitted by the Federal Law establishing this grant.

The County Sheriff's Office agrees to the following:

- a) Prior to the purchase of an item or a service the county shall submit a written request to the Detection and Mitigation Manager with all appropriate documentation prior to obtaining such item or service.

Documentation required prior to purchase of such Item or service is as follows:

1. Written documentation with an explanation of how the item or service will detect, diagnose, trace, and monitor SARS-CoV-2 and COVID-19 infections, and mitigate the spread of COVID-19 in confinement facilities
2. Estimated cost of the item or service
3. Estimated purchase date
4. Policies and procedures for the item or service, and
5. Signature and approval from the Sheriff or Designee

- b) Once the information is received by the Detection and Mitigation Manger, he/she will review the information, process the request, and give written approval for the item or the service to be approved for purchase. Items that are of questionable reimbursements will be forwarded to the NYSSA Rapid Response Team for review and determination.
- c) Items sent to the Rapid Response Team for review and determination will be reviewed by the team. All determination made by the team will be final and a written determination of the findings for approval or disapproval will be given to the requesting facility Sheriff or CAO in writing outline the reasons for such determination.
- d) Upon the facility receiving approval for the item or service the facility can purchase the item or service.

Reimbursement process back to the county

1. Once the Item or service is received:

Once the item is purchased and received the reimbursement process can begin. To obtain reimbursement the facility must submit the following to the Detection and Mitigation Manger

- 1. Purchase order (PO)
- 2. PO Date
- 3. Copy of the Item or service Check, check #, Check Date (proof of purchase)
- 4. Invoice
- 5. Amount of the item or service
- 6. Date of arrival to the facility (packing slip)
- 7. Date put into service

Once all is received the mitigation manager will process the county request for reimbursement.

Attachments:

Following forms must be filled out for reimbursement to be processed

- This Agreement;
- Reimbursement Form;
- On September 26, 2006, S. 2560, the Federal Funding Accountability and Transparency Act (FFATA) of 2006, was enacted. Therefore, FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. HRI must track Federal funding to subrecipients in the amount of \$30,000 or more, by Congressional District. Because your organization is a sub-recipient of Federal funds subcontracted to by Health Research, Inc., HRI is requesting certification from your organization See attached Form:
- W-9 Form

NYSSA	Date	Sheriff	Date	County Rep	Date
Name _____		Name _____		Name _____	
Title _____		Title _____		Title _____	

To All Sheriff Offices:

Attached is the NYSSA voucher and report of expenditures form. Your organization must use this form for all vouchering under the NYSSA Covid Grant. ***NOTE: If your organization inputs the NYSSA/ voucher forms into a computer program, please be sure the copy matches the attached.*** Contact NYSSA Mitigation manager if you would like the voucher form in an excel file.

The NYSSA would like to clarify items in voucher preparation to expedite the vouchering and reimbursement process:

Cover Page: The individual signing for the Sheriff's Office, by signing the voucher is Certifying to the following:

1. Expenditures represent the costs actually incurred by the agency either directly in performance of or properly allocable to the subcontract.
2. That the agency has on file documentation to support allocation of such costs to the agreement is in accordance with applicable regulations and approved purchase.
3. That costs being claimed were incurred within the dates specified on the voucher.
4. That the claim is just, true, and correct.
5. That no part of the claim has been paid by the NYSSA or any third party and that the balance is due and owing.
6. Overlapping voucher periods are **NOT** allowed except for the final voucher, which can be used to bill for expenses missed on previous vouchers for the entire subcontract period.

Report of Expenditures - Salary Expense - List the name and job title of all personnel and include pay period covered and number of pay periods. Make sure percentage of effort, annual salary, and requested budget amounts are listed for all staff. The percentage of effort should reflect the actual effort worked for the claim period. **Make sure the percent of effort claimed calculates correctly.**

Report of Expenditures - Equipment Expense -

- All equipment must be ordered and delivered within the period of the contract.
- All pieces of equipment purchased must be listed separately.
- For every item of equipment purchased, a corresponding invoice must be submitted. A serial# (where applicable), check#, check date and amount of check is required for payment.
- If the invoice is dated outside of the contract period, a typed purchase order must be submitted showing the order date and delivery date. Please note, the purchase order# must be referenced on the invoice.
- Please denote whom the equipment is for and assure that the proper % of allocation to the contract coincides with the % of effort for staff utilizing equipment. (Note: if a piece of equipment is 100% applicable to the program, please denote that on the expense page)

Report of Expenditures - Subcontract/Consultant - The name, hours worked, and rate of pay must be included in the "Notes" section of this form. The NYSSA will accept an invoice as support for the consultant expense.

In general, Sheriff's are reminded of the following:

Timing of Expenditures: Only those expenses incurred or properly obligated during the period of your NYSSA subcontract can be charged against your NYSSA subcontract. For example, if a pay period crosses the start or end date of your agreement, only charge for those days that fall within the subcontract dates. If purchasing goods and services, those goods and services must be ordered and delivered within the period of the agreement.

Place a **firm order with the vendor** during the subcontract dates from which the expense for the goods and services will be paid (i.e. Must be a purchase commitment issued to the vendor. "Internal" purchase orders are not acceptable as it does not constitute a commitment to the vendor). In all cases, the expenditures for goods and services must benefit the work funded under the agreement in order to be allowable. If such benefit cannot be established, The NYSSA will not permit reimbursement of the expense, regardless of when it was incurred. Expenses for goods and services ordered after the termination date of the agreement will not be honored.

Timely vouchering: Timely vouchering is extremely important. Vouchers should be submitted within 30 days of receipt of the purchased item. Voucher frequency will be quarterly. Final vouchers must be submitted within 60 days of the termination date of your contract

Final Voucher: After the final voucher is received, reviewed and processed by the NYSSA, the Sheriffs office may be asked for additional information with regards to any and all vouchers previously paid by the NYSSA. If any adjustments are necessary, the final voucher will be reduced by that amount prior to being approved/paid.

Vouchers can be submitted electronically to NYSSACOVID@gmail.com .

If you have any questions regarding the attached forms, please contact your Detection and Mitigation Manager at (518) 852-9117 or at NYSSACOVID@Gamil.com

Robert Cuttita Date

Sheriff 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: April 25, 2022

(a) **Purpose of Amendment:** Amend County budget establish revenue and expense codes for a New York State Sheriffs' Association COVID-19 Detection and Mitigation grant.

(b) **Appropriation Code, Object Code, Full Title and Amount:**
A.3150.4091 410 Sheriff's Correction Division \$81,943.00
Detection & Mitigation of COVID 19 - Supplies

(c) **Revenue Code (with title), and amount:**
A.3150.4091 Sheriff's Correction Division \$81,943.00
Detection & Mitigation of COVID 19

RESOLUTION REQUEST FORM NO. 20*Miscellaneous*

**Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: Sheriff

DATE: April 25, 2022

(a) **Purpose of Request:** Amend the County's education reimbursement policies and procedures for all Warren County Sheriff's Office employees

(b) **Details:** Approval for 100% County reimbursement to all Warren County Sheriff's Office employees who to take, and successfully complete, employment related training, certification (including non-credit bearing certification programs) and credit-bearing courses (collectively referred to as "course work" or "course") that benefit the County with the appropriate County approval.

Upon satisfactory completion of the course work or course with a "C" grade or better, the County shall reimburse the employee for 100% of the cost of tuition, books, and fees related to taking the course work or course, subject to lifetime limits of \$10,000 for full-time employees and \$5,000 for part-time employees. If an employee does not work for at least twelve (12) consecutive months after completing the course work or course for which the County has reimbursed the employee for 100% of the cost for tuition, books and fees, the employee will refund the total amount paid by the County to the employee. The County reserves the right to rescind the benefits in this paragraph in its discretion on a prospective basis.

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

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

N/A

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3**Request for New Contract****DEPARTMENT NAME:** Sheriff**DATE:** April 25, 2022

- (a) **Is this a Result of a Bid or Request for Proposal?** Yes
- (b) **Purpose of Contract:** Routine service and emergency repairs to patrol vessels
- (c) **Name of Contractor:** Chic's Marina
- (d) **Address of Contractor:** 4782 Lakeshore Drive, Bolton Landing NY 12814
- (e) **Contractor's Contact Person and Telephone Number:** Kristen DePace
(518) 644-2170
- (f) **Has or will the Contract be provided, if so, please attach:** No
- (g) **Commencement Date of Contract:** 04/01/2022
- (h) **Termination Date of Contract:** 12/31/2022
- (i) **Payment Provisions:** i) lump sum amount SEE ATTACHMENT
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

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

* as listed in budget and LOGOS

PROPOSAL

PATROL VESSEL SERVICE, MAINTENANCE, & STORAGE PROPOSAL

COMPANY NAME: Unics Marina

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

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

1. **24 FOOT BOSTON WHALER W/TWIN 200HP YAMAHA ENGINES (UNIT # 583)**
 - A Tune-up for two 200hp Yamaha engines:
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor) \$ 1500.00
 - B Spring start-up:
(NOTE: Must include, but not be limited to, washing the hull, draining, pressure testing, refilling gear cases, lubricating all fittings, checking all fluid levels, replacing all VRO filters, replacing fuel filters, launching, test-running all equipment, and all associated parts and labor.) \$ 416.00
 - C Winter shut-down:
(NOTE: Must include, but not be limited to, draining all gear cases, and winterizing engines.) \$ 333.45
 - D Vessel shrink wrap: \$ 530.40
 - E 100 hour service (cost per service throughout season): \$ 723.85

* Winterizing vessel includes A+C for 4stroke engines
2. **24 FOOT BOSTON WHALER W/TWIN 200HP YAMAHA ENGINES (UNIT # 584)**
 - A Tune-up for two 200hp Yamaha engines:
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor) \$ 1500.00
 - B Spring start-up:
(NOTE: Must include, but not be limited to, washing the hull, draining, pressure testing, refilling gear cases, lubricating all fittings, checking all fluid levels, replacing all VRO filters, replacing fuel filters, launching, test-running all equipment, and all associated parts and labor.) \$ 416.00
 - C Winter shut-down:
(NOTE: Must include, but not be limited to, draining all gear cases, and winterizing engines.) \$ 333.45
 - D Vessel shrink wrap: \$ 530.40
 - E Winter storage of vessel at a safe and secure location: \$ 1485.12
 - F 100 hour service: (cost per service throughout season) \$ 723.85

* Winterizing vessel includes A+C for 4stroke engines
3. **17 FOOT BOSTON WHALER W/SINGLE 90HP JOHNSON ENGINE (UNIT # 581)**
 - A) Tune-up for 90hp JOHNSON engine:
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor) \$ 750.00
 - B) Spring start-up:
(NOTE: Must include, but not be limited to, washing the hull, draining, pressure testing, refilling gear cases, lubricating all fittings, checking all fluid levels, replacing all VRO filters, replacing fuel filters, launching, test-running all equipment, and all associated parts and labor.) \$ 302.25
 - C) Winter shut-down:
(NOTE: Must include, but not be limited to, draining all gear cases, and winterizing engines.) \$ 214.00
 - D) Vessel shrink wrap: \$ 375.70
 - E) 100 hour service (cost per service as needed) \$ 409.97

* Winterizing vessel includes A+C for 4stroke engines

* PRICES DOESN'T INCLUDE EXTRA PARTS / LABOR FOR BROKEN OR WORN COMPONENTS FOUND DURING ANY PHASE OF SEASON

4. **17 FOOT BOSTON WHALER W/SINGLE 90HP JOHNSON ENGINE (UNIT # 582)**

- A Tune-up for 90hp JOHNSON engine:
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor) \$ 750.00
- B Spring start-up:
(NOTE: Must include, but not be limited to, washing the hull, draining, pressure testing, refilling gear cases, lubricating all fittings, checking all fluid levels, replacing all VRO filters, replacing fuel filters, launching, test-running all equipment, and all associated parts and labor.) \$ 302.25
- C Winter shut-down:
(NOTE: Must include, but not be limited to, draining all gear cases, and winterizing engines.) \$ 214.00
- D Vessel shrink wrap: \$ 375.70
- E 100 hour service (cost per service as needed) \$ 409.97

FALL SEASON

* Winterizing vessel includes A + C for 4 stroke engines

5. **22 FOOT PRO-LINE W/SINGLE 200HP MERCURY ENGINE (UNIT # 587)**

- A Tune-up for 200hp MERCURY engine:
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor) \$ 953.34
- B Spring start-up:
(NOTE: Must include, but not be limited to, washing the hull, draining, pressure testing, refilling gear cases, lubricating all fittings, checking all fluid levels, replacing all VRO filters, replacing fuel filters, launching, test-running all equipment, and all associated parts and labor.) \$ 214.50
- C Winter shut-down:
(NOTE: Must include, but not be limited to, draining all gear cases, and winterizing engines.) \$ 303.95
- D Vessel shrink wrap: \$ 486.20
- E 100 hour service (cost per service as needed) \$ 680.58

SPRING SEASON

* SPRING START UP Includes A + B for 2 stroke

6. **SWEETWATER PONTOON BOAT W/SINGLE 90HP EVINRUDE ENGINE (UNIT # 585)**

- A Tune-up for 90hp EVINRUDE engine:
(NOTE: Must include spark plugs, filters, gaskets, and all associated parts and labor) \$ 590.53
- B Spring start-up:
(NOTE: Must include, but not be limited to, washing the hull, draining, pressure testing, refilling gear cases, lubricating all fittings, checking all fluid levels, replacing all VRO filters, replacing fuel filters, launching, test-running all equipment, and all associated parts and labor.) \$ 214.50
- C Winter shut-down:
(NOTE: Must include, but not be limited to, draining all gear cases, and winterizing engines.) \$ 303.95
- D Vessel shrink wrap: \$ 530.40
- E 100 hour service (cost per service as needed) \$ 590.53

SPRING SEASON

* SPRING STARTUP Includes A + B for 2 stroke

7. **PERCENTAGE MARKUP ON PARTS:**

8. **TOTAL AMOUNT OF ITEMS (1-6):**

\$ 17,464.84

9. **HOURLY RATE FOR LABOR:**

id. Removal of Boat on Blocks & Delivery

\$ 135.00 / HOUR

\$ 1500.00

\$18,964.84

The vendor hereby certifies that there are no Federal or State taxes included in the above prices and that he/she is the only intermediary between the manufacturer and the purchaser. All services listed require pre approval from Marine Unit Supervisor/Sheriff's Office administration. Invoices for any of the above services must be submitted within 10 days of completion of service. All services listed above may not be required throughout the season and are compensated only upon completion.

DATE: 4/4/22 FEDERAL ID#: 14-1498452
 NAME OF BUSINESS: Chics Marina Inc.
 BUSINESS ADDRESS: 4782 Lakeshore Dr, Bolton Landing, NY 12814
 BIDDER SIGNATURE: [Signature] TITLE: Owner
 BIDDER NAME (PRINT): Kristen DePace
 PHONE: 518-791-2749 E-MAIL: kristen@chicsmarina.com