

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE MEETING  
DISTRICT ATTORNEY AGENDA  
January 23, 2024

COMMITTEE MEMBERS: Supervisors GERACI, Strainer, Maday, Conover, Gilligan, Driscoll, and Etu.

- 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. Privilege of the Floor and public comment
  - IV. Action Agenda/New Business Items:
  - V. Discussion Items:
    1. Introduction / Grants overview.
  - VI. Referrals/Pending Items: None.
  - VII. Privilege of the floor and public comment
  - VIII. Motion to adjourn
-

Criminal Justice, Public Safety & Emergency Services Committee  
Office of Emergency Services  
January 23, 2024

COMMITTEE MEMBERS: GERACI, Strainer, Maday, Conover, Gilligan, Driscoll, Etu

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
  1. Request: Resolution request to amend the 2024 budget to accommodate the FY20 State Homeland Security Program grant (A.3645.4112) in the amount of \$14,156.39. *Attachment #1*  
Rationale: Resolution is needed to correct the grant award and carry over grant funds from 2023.
  2. Request: Resolution request to amend the 2024 budget to accommodate the FY21 State Homeland Security Program grant (A.3645.4115) in the amount of \$1,593.14. *Attachment #2*  
Rationale: Resolution is needed to carry over grant funds from 2023.
  3. Request: Resolution request to amend the 2024 budget to accommodate the FY22 DHSES Domestic Terrorism Prevention grant (A.3645.4120) in the amount of \$172,413. *Attachment #3*  
Rationale: Resolution is needed to carry over grant funds from 2023.
  4. Request: Resolution request to amend the 2024 budget to accommodate the FY22 State Homeland Security Program grant (A.3645.4118) in the amount of \$4,597. *Attachment #4*  
Rationale: Resolution is needed to carry over grant funds from 2023.
  5. Request: Resolution request to amend the 2024 budget to carry over the American Rescue Plan Act (ARPA) funds awarded to Warren County OES to support the Countywide Marine Rescue Team in the amount of \$80,783.39. *Attachment #5*  
Rationale: Resolution needed to carry over unused ARPA funds from 2023 to 2024.
  6. Request: Resolution request to extend the existing contract with Glens Falls Fire Department for fire investigation services. *Attachment #6*  
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, 2024. The hourly rate is \$175/hour with a four (4) hour minimum. Funding is available

in the 2024 OES budget request under G/L code A.3410 470 Fire Prevention & Control – Contract.

7. Request: Request to amend the existing contract with Mountain Medical Services, authorized by Resolution Numbers 110 and 420 of 2019, to increase the fee for HazMat Team physical examinations from \$240 per physical to \$250 per physical. *Attachment #7*

Rationale: The last rate increase was authorized in 2019. This proposed increase would be effective January 1, 2024.

- V. Discussion Items
    1. Fire Investigation Services
    2. Hazard Mitigation Plan Update
  - VI. Referrals/Pending Items
  - VII. Privilege of the floor and public comment
  - VIII. Motion to adjourn
- 

Attachments:

1. Resolution Request Form #7 and supporting documentation
2. Resolution Request Form #7 and supporting documentation
3. Resolution Request Form #7 and supporting documentation
4. Resolution Request Form #7 and supporting documentation
5. Resolution Request Form #7 and supporting documentation
6. Resolution Request Form #4 and supporting documentation
7. Resolution Request Form #4 and supporting documentation

# **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: Office of Emergency Services**

**DATE: January 23, 2024**

(a) **Purpose of Amendment: Increase both sides of the budget to correct the grant award and carry over grant funds from 2023.**

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

<b>A.3645.4112 220 – FY20 State Homeland Security Program – Office Equipment</b>	<b>\$4,083.00</b>
<b>A.3645.4112 250 – FY20 State Homeland Security Program – Technical Equipment</b>	<b>\$5,726.00</b>
<b>A.3645.4112 260 – FY20 State Homeland Security Program – Other Equipment</b>	<b>\$4,282.00</b>
<b>A.3645.4112 470 – FY20 State Homeland Security Program – Contract</b>	<b>\$ 65.39</b>

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

<b>A.3645.4112 4380 – FY20 State Homeland Security Program- State Homeland Security Program</b>	<b>\$14,156.39</b>
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Organization Inquiry

Save Search  .Reset  
 Search  
 Organization Set **A.3645.4115 - General, Home**  
 Fiscal Year **2023**  
 Summarization Level **None**  
 Account Type **Expense**  
 Include Unposted Transactions

Reclassification Journal Type **>**  
**A.3645.4112 - General, Homeland Security, FY20 State Homeland Sec Program Fiscal Year: 2023**  
 Amended Budget **\$52,995.00**  
 Encumbrances **\$0.00**  
 Expenses **\$43,120.61**  
 Remaining Balance **\$9,874.39**  
 % Used **81%**

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
220	Office Equipment	\$0.00	\$4,083.00	\$0.00	\$0.00	\$4,083.00	81%
250	Technical Equipment	\$0.00	\$14,500.00	\$0.00	\$8,774.00	\$5,726.00	
260	Other Equipment	\$0.00	\$12,187.00	\$0.00	\$12,187.00	\$0.00	
410	Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
422	Repair/Maint-Equipment	\$0.00	\$3,720.00	\$0.00	\$3,720.00	\$0.00	
444	Travel/Education/Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
470	Contract	\$0.00	\$18,505.00	\$0.00	\$18,439.61	\$65.39	

Total Budget 52,995 WCOES  
 19,093 WCSO  
 72,088 > Dif. 14,282.  
 Actual Award 76,370

A.3110.4112 260 - Other Equipment

Summary Budget Analysis Five Year Trend Budget History Detail 

Annual Totals YTD Reclass Journal Type

Classification **Equipment** Fiscal Year 2020

<b>Amended Budget</b> \$19,093.00	Encumbrances \$0.00	Expenses \$0.00	YTD Balance \$19,093.00	Percent Used 0%
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Month	Budget	Amendments	Encumbrances	Expenses	Current YTD Balance	Percent Used
January	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
February	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
March	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
April	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
May	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
June	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
July	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
August	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
September	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
October	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
November	\$0.00	\$19,093.00	\$0.00	\$0.00	\$19,093.00	0 %
December	\$0.00	\$0.00	\$0.00	\$0.00	\$19,093.00	0 %
Total	\$0.00	\$19,093.00	\$0.00	\$0.00	\$19,093.00	0 %
Unposted Transactions	\$0.00	\$0.00	\$0.00	\$0.00	\$19,093.00	0 %
Grand Total	\$0.00	\$19,093.00	\$0.00	\$0.00	\$19,093.00	0 %

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 e Proceeds  
 elnd Sec Program  
 nt  
 and Security Program  
 on/Conference

**APPENDIX X  
AMENDMENT OF GRANT CONTRACT TERMS**

Agency Code: 01077

Contract Number: C974200

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES), and represents an amendment to the grant contract executed between DHSES and Warren County

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DHSES and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract, and are annotated below. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DHSES and the Grantee Agency.

Amendment detail C974200:

Amendment Type - Reallocation/Extension/Workplan  
Contract Start Date - 09/01/2020  
Contract End Date - 08/31/2024  
Contract Amount - \$76,370.00

Amendment created on - 10/30/2023  
Prior Contract Terms  
Contract Start Date - 09/01/2020  
Contract End Date - 08/31/2023  
Contract Amount - \$76,370.00

Amended documents attached:

Program Budget  
Program Workplan  
Contract Special Conditions

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

<b>GRANTEE:</b> BY: Kevin Geraghty , Chairman Date: 11/07/2023	<b>NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES</b> BY: Eric Abramson , Director of Grants Program Administration Date: 11/07/2023
<b>ATTORNEY GENERAL'S SIGNATURE</b> _____ Title: _____ Date: _____	<b>COMPTRROLLER'S SIGNATURES</b> _____ 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: Office of Emergency Services**

**DATE: January 23, 2024**

(a) **Purpose of Amendment: Increase both sides of the budget to carry over grant funds from 2023.**

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

**A.3645.4115 470 – FY21 State Homeland Security Program – Contract \$1,593.14**

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

**A.3645.4115 4380 – FY21 State Homeland Security Program-  
State Homeland Security Program \$1,593.14**

Organization Inquiry

Save Search  Save Search  
 Search  Reset

Fiscal Year: 2023  
 Organization Set: A.3410.4999

Summarization Level: None  
 Account Type: Expense  
 Include Unposted Transactions

Reclassification Journal Type: [v]

A.3645.4115 - General, Homeland Security, FY21 State Homeland Sec Program Fiscal Year: 2023

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used	Percent Used	Area
<b>\$22,154.66</b>	<b>\$4,725.00</b>	<b>\$15,836.52</b>	<b>\$1,593.14</b>	<b>93%</b>					
220	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	+++
250	Technical Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	+++
260	Other Equipment	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	100%	100%
410	Supplies	\$0.00	\$5,836.52	\$0.00	\$5,836.52	\$0.00	\$0.00	100%	100%
470	Contract	\$0.00	\$6,318.14	\$4,725.00	\$0.00	\$1,593.14	\$1,593.14	75%	75%

# ***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: Office of Emergency Services**

**DATE: January 23, 2024**

(a) **Purpose of Amendment: Increase both sides of the budget to accommodate grant award.**

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

**A.3645.4120 470 – FY22 DHSES Domestic Terrorism Prevention \$172,413.00**

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

**A.3645.4120 3380 – FY22 DHSES Domestic Terrorism Prevention \$172,413.00  
State Homeland Security Program**

Organization Inquiry



Fiscal Year 2023

Organization Set A.3645.4115 - General, Home

Save Search

Search Reset

Summarization Level None

Account Type Expense

Include Unposted Transactions

Reclassification Journal Type

A.3645.4120 - General, Homeland Security, FY22 DHSES Domestic Terror Prev Fiscal Year: 2023

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
470	Contract	\$0.00	\$172,413.00	\$0.00	\$0.00	\$172,413.00	0%
No results							
4101 - FY16 Haz Mat Emerg Prepared							
4102 - FY17 State Homeland Sec Prog							
4103 - FY17 LEMPG							
4104 - FY17 Haz Mat Emerg Prepared							
4105 - FY18 State Homeland Security							
4106 - FY18 LEMPG							
4107 - FY18 Haz Mat Emerg Prepared							
4108 - FY19 State Homeland Sec Prog							
4109 - FY19 LEMPG							
4110 - FY19 Haz Mat Emerg Prepared							
4111 - FY20 EMPG-S (COVID-19)							
4112 - FY20 State Homeland Sec Prog							
No results							
4113 - FY20 LEMPG							
4114 - FY20 Haz Mat Emerg Prepared							
4115 - FY21 State Homeland Sec Prog							
4116 - FY21 LEMPG							
4117 - FY21 Haz Mat Emerg Prepared							
4118 - FY22 State Homeland Sec Pro							
4119 - FY22 LEMPG							
4120 - FY22 DHSES Domestic Terror							
No results							
4121 - FY22 Haz Mat Emerg Prepared							
4122 - FY23 State Homeland Sec Pro							
4123 - FY23 LEMPG							
4124 - FY21 Hazmat Grant Program							
4125 - FY22 Hazmat Grant Program							
4126 - FY23 Haz Mat Emerg Prepared							
4022 - Emergency Medical Service							
H254 - Fire Training Center Project							
H413 - Hazard Mitigation Grant Program							

# ***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: Office of Emergency Services**

**DATE: January 23, 2024**

(a) **Purpose of Amendment: Increase both sides of the budget to accommodate grant award.**

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

<b>A.3645.4118 260 – FY22 State Homeland Security Program – Other Equipment</b>	<b>\$3,500.00</b>
<b>A.3645.4118 470 – FY22 State Homeland Security Program – Contract</b>	<b>\$1,097.00</b>

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

<b>A.3645.4118 4380 – FY22 State Homeland Security Program- State Homeland Security Program</b>	<b>\$4,597.00</b>
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Organization Inquiry



Fiscal Year 2023

Organization Set A.3645.4115 - General, Hom

Save Search

Search .Reset

Summarization Level None

Account Type Expense

Include Unposted Transactions

Reclassification Journal Type

A.3645.4118 - General, Homeland Security, FY22 State Homeland Sec Program Fiscal Year: 2023

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
260	Other Equipment	\$61,985.00	\$67,188.00	\$0.00	\$63,688.00	\$4,597.00	93%
410	Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
444	Travel/Education/Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
470	Contract	\$6,300.00	\$1,097.00	\$0.00	\$0.00	\$1,097.00	
4101 - FY16 Haz Mat Emerg Prepared							
4102 - FY17 State Homeland Sec Prog							
4103 - FY17 LEMPG							
4104 - FY17 Haz Mat Emerg Prepared							
4105 - FY18 State Homeland Security							
4106 - FY18 LEMPG							
4107 - FY18 Haz Mat Emerg Prepared							
4108 - FY19 State Homeland Sec Prog							
4109 - FY19 LEMPG							
4110 - FY19 Haz Mat Emerg Prepared							
4111 - FY20 EMPG-S (COVID-19)							
4112 - FY20 State Homeland Sec Prog							
No results							
4113 - FY20 LEMPG							
4114 - FY20 Haz Mat Emerg Prepared							
4115 - FY21 State Homeland Sec Prog							
4116 - FY21 LEMPG							
4117 - FY21 Haz Mat Emerg Prepared							
4118 - FY22 State Homeland Sec Prog							
No results							
4119 - FY22 LEMPG							
4120 - FY22 DHSES Domestic Terror							
No results							
4121 - FY22 Haz Mat Emerg Prepared							
4122 - FY23 State Homeland Sec Pro							
No results							
4123 - FY23 LEMPG							
4124 - FY21 Hazmat Grant Program							
4125 - FY22 Hazmat Grant Program							
4126 - FY23 Haz Mat Emerg Prepared							
4022 - Emergency Medical Service							

# **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: Office of Emergency Services**

**DATE: January 23, 2024**

(a) **Purpose of Amendment: Increase both sides of the budget to carry over unused American Rescue Plan Act (ARPA) award from 2023 to 2024.**

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

<b>A.3410.4999 260 – Fire Prevention &amp; Control, ARPA – Other Equipment</b>	<b>\$71,583.39</b>
<b>A.3410.4999 444 – Fire Prevention &amp; Control, ARPA – Travel/Edu/Conference</b>	<b>\$ 9,200.00</b>

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

<b>A.3410.4999 4090 – Fire Prevention &amp; Control, ARPA Coronavirus Local Fiscal Recovery Fund</b>	<b>\$80, 783.39</b>
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Organization Inquiry

Fiscal Year: 2023  
 Organization Set: A.3410.4999 - General, FI  
 Save Search [checked] | Search | Reset

Summarization Level: None | Account Type: Expense | Include Unposted Transactions: [unchecked] | Reclassification Journal Type: [dropdown]

**A.3410.4999 - General, Fire Prevention & Control, American Rescue Plan Act (ARPA) Fiscal Year: 2023**

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
210	Furniture/Furnishings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
220	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
250	Technical Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
260	Other Equipment	\$0.00	\$141,543.70	\$48,529.91	\$21,956.63	\$71,057.16	47%
444	Travel/Education/Conference	\$0.00	\$11,000.00	\$0.00	\$1,800.00	\$9,200.00	
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$152,543.70</b>	<b>\$48,529.91</b>	<b>\$23,756.63</b>	<b>\$80,257.16</b>	<b>47%</b>

*Handwritten notes:*  
 Remaining Balance 80,257.16  
 Encumbrance Adjust. 526.23  
 Total carry over 80,783.39

1 - 5 of 5 records

General

General

Department Office of Emergency Services  
 Vendor 22673 - ADORAMA INC  
 Status Open (in change process)  
 Contact Name ADORAMA INC  
 Purchasing Address 42 WEST 18TH ST  
 City NEW YORK  
 State NY  
 Zip Code 10011  
 Email Address  
 Description Dive Equipment  
 Message WC 60-23

Miscellaneous

Change Counter No.  
 Type REG  
 Form Type REGULAR  
 Bill To Location Warren County Municipal Center  
 Assigned to Buyer  
 Resolution Number  
 Created by User Jennifer Ramsey  
 Created Date 10/13/2023  
 Last Changed User Ellen Rose  
 Last Changed Date 10/16/2023

Totals

Total Cost \$7,332.66  
 Amount Voided \$0.00  
 Amount Expensed \$7,186.98  
 Amount Encumbered \$669.91  
 Amount Discounted \$0.00  
 Amount Remaining \$143.68

Dates

G/L Date 10/13/2023  
 Deliver by Date  
 Printed Date 10/16/2023  
 Expiration Date  
 Completed/Void Date

Detail

Transactions

History

Approvals

Receipt of Goods

AP Invoices - Summary

AP Invoices - Detail

Substitute Vendors

<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+
<input checked="" type="checkbox"/>	+

\$526.23 to be liquidated @ 12/31/23

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Office of Emergency Services**

**DATE: January 23, 2024**

- (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:  
**Deputy Chief Issachar Modert 518-761-3822**
- (f) Commencement Date of Extension: **January 1, 2024**
- (g) Termination Date of Extension: **December 31, 2024**
- (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

RENEWAL AGREEMENT BETWEEN  
THE COUNTY OF WARREN  
AND  
THE CITY OF GLENS FALLS

This is an agreement between the COUNTY OF WARREN, a municipal corporation with offices at Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845-3484 (hereinafter referred to as the “County”) and the CITY OF GLENS FALLS, a municipal corporation with offices at City Hall, 42 Ridge Street, Glens Falls, New York 12801 (hereinafter referred to as the “City”) regarding the provision of Fire Cause and Origin Investigation Services within the County of Warren.

WHEREAS, on August 9, 2006, the County and the City entered into an agreement for the provision of Fire Cause and Origin Investigation Services (hereinafter referred to as a “COIS team”) by the City, and

WHEREAS, said agreement was amended on June 25, 2008 and extended in subsequent years through December 31, 2016, and

WHEREAS, the agreement was amended on March 24, 2017 to increase the fees for the fire cause and origin investigation services effective on January 1, 2017 to accommodate an increase in expenses, which was extended on March 14, 2018, January 30, 2019, November 20, 2019, November 23, 2020 and June 6, 2022.

WHEREAS, the County is desirous of continuing said agreement with the City,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon execution of this agreement, the City will shall make best efforts to provide a COIS team from its Fire Department to respond immediately to any request for assistance from the Warren County Office of Emergency Services. The COIS team shall consist of two individuals, one of whom must hold valid fire investigator certification recognized by the New York State Office of Fire Prevention and Control.
2. The County recognizes that due to the stringent re-certification requirements the City maintains a limited number of certified investigators. Therefore, the City shall not be in violation of this Agreement if, at the time of a request for assistance, its Fire Department is unable to staff the request in a timely manner or is engaged in other service activity, and is unable to provide a COIS team as defined in Subdivision 1 above to respond to any individual request by the Warren County Department of Emergency Services.
3. Any and all requests for assistance of the COIS team are to be made at the sole option of the Warren County Office of Emergency Services.
4. The County of Warren shall reimburse the City for the cost of the two-investigator COIS team at a four (4) hour minimum rate of One Hundred Seventy-Five Dollars (\$175) per hour for investigative services, and Sixty-Eight Dollars (\$68) per hour, per person for report writing and Court appearances. The time for which the City will be reimbursed shall commence with the Glens Falls Fire Department’s acknowledgment

of the County of Warren's request for assistance by the COIS team. In all matters in which the County of Warren requests assistance by the COIS team, there shall be a minimum reimbursement of Seven Hundred Dollars (\$700) for investigative services for a four hour minimum for the cause and origin investigation team. For the purpose of reimbursement, time shall be recorded in increments of one (1) hour. Included in this reimbursement rate are any expenses incurred such as transportation, equipment, training cost and all other costs associated with the program. The City Fire Department will maintain all records and will forward copies to all parties associated with each incident.

5. This Agreement shall commence on January 1, 2023 and terminate December 31, 2023. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed a waiver of such rights or a waiver of any subsequent breach.
6. Either party may terminate this Agreement upon thirty (30) days written notice. The County shall pay the City on a pro-rated basis for the services actually performed through the date of termination. Once this amount has been paid, neither party shall have any further obligations to the other.
7. 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, with a copy (which shall not constitute notice) to:  
  
Office of the County Attorney  
1340 State Route 9  
Lake George, New York 12845
8. Any dispute under this Agreement or related to the 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 in Warren County.
9. This Agreement shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by the County for the purpose of this Agreement and, if applicable, this Agreement shall automatically terminate upon the termination of State or Federal funding available for the services to be performed pursuant to this Agreement.
10. This Agreement may not be assigned, in whole or in part, by either party without prior approval by the other party in writing and signed by a duly authorized representative. Consent shall not limit the right of either party to enforce this provision on assignees.
11. The City of Glens Falls shall maintain comprehensive general liability insurance covering the operations of the City Fire Department for bodily injury limits of not

less than One Million Dollars (\$1,000,000), property damage liability of not less than One Million Dollars (\$1,000,000), and auto liability insurance including hired and non-owned vehicles of not less than One Million Dollars (\$1,000,000). The City will name Warren County as an additional insured to the foregoing insurance. The City shall also maintain Workers' Compensation insurance for the benefit of any employees engaged under this agreement, and shall deliver a certificate of insurance evidencing such coverages to the County Attorney's Office.

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

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

13. Any type of discrimination and harassment is against Warren County policy and is unlawful. The City acknowledges and agrees that it has read the entire Warren County Policy Against Discrimination and Harassment. This Agreement incorporates the entire policy as a material term of this Agreement. The City shall follow the policy in its entirety. If a complaint does arise, the City is to notify Warren County promptly. To the fullest extent permitted by law, the City 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 City and/or agent's breach of this policy.
14. 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 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.

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

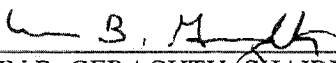
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to form:

  
Assistant Warren County Attorney

Date: December 29, 2022

COUNTY OF WARREN

By:   
KEVIN B. GERAGHTY, CHAIRMAN  
Warren County Board of Supervisors

Date: 12/30/22

CITY OF GREENS FALLS

By:   
S. WILLIAM COLLINS, MAYOR

Date: 1/3/23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2022

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 30 Century Hill Drive Suite 200 Latham NY 12110		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 518-869-3535      FAX (A/C, No): 518-869-3580 E-MAIL ADDRESS:	
License#: BR-724491 GLENFAL-12		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> City of Glens Falls City Hall 42 Ridge Street Glens Falls NY 12801		INSURER A : New York Municipal Insurance Reciprocal (NYMIR) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER: 685264314**      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPLCGFL002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MCACGFL002	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			MECCGFL002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented			MPLCGFL002	1/1/2022	1/1/2023	289,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Blanket Additional Insured by contract, agreement or permit MPL 216 0306/ Primary Non Contributory CG 0055 0397  
 Waiver of Subrogation CG 2621 1091.  
 Warren County, its Board, officers and employees are named as additional insured on a primary, non-contributory basis with regards to General Liability as per written contract or agreement.  
 RE: Capital improvements, operation, maintenance for various recreational facilities

<b>CERTIFICATE HOLDER</b>  Warren County 1340 State Route 9 Lake George NY 12845 USA	<b>CANCELLATION</b>  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 



## NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

1/27/2022

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED(S) City of Glens Falls	
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE

ADDENDUM INFORMATION

CERTIFICATE NUMBER: 685264314

REVISION NUMBER:

**A. Insurer**

- Admitted / authorized
- Excess line or free trade zone

**B. General Liability (GL) policy form**

- ISO / ISO modified
- Other

**C. Specific operations excluded or restricted (GL policy)**

- Location: \_\_\_\_\_
- Type of construction: \_\_\_\_\_
- Building height: \_\_\_\_\_
- Classifications [see attached declarations / endorsement]
- Designated work [see attached endorsement]

**D. Additional insured endorsement (GL policy)**

- CG 20 10     CG 20 26     CG 20 32     CG 20 33     CG 20 37     CG 20 38
- Other:    #: \_\_\_\_\_    Title: \_\_\_\_\_

**E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage**

- Yes     No and     no other option is available with this insurer

**F. Additional insured will receive advance notice if insurer cancels (GL policy)**

- Yes     No and     no other option is available with this insurer

**G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted**

- Yes and     no other option is available with this insurer     No changes made

**H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)**

- Yes and     no other option is available with this insurer     No changes made

**I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)**

- Yes and     no other option is available with this insurer     No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

Yes and  no other option is available with this insurer  No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

Yes and  no other option is available with this insurer  No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

Yes and  no other option is available with this insurer  No changes made

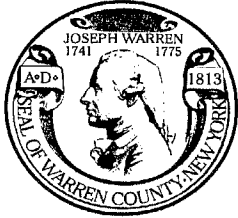
M. Excess / umbrella policy is primary and non-contributory for additional insureds

Yes, by specific policy provision  Yes, by endorsement  No and  no other option is available with this insurer

*Michael G. Corbett*

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE SIGNATURE

1/27/2022  
\_\_\_\_\_  
DATE (MM/DD/YYYY)



**WARREN COUNTY SELF-INSURANCE DEPARTMENT**  
1340 State Route 9 \* Lake George NY 12845 \* Phone 518-761-6528 \* Fax 518-761-6249  
email: warrencountyinsurance@warrencountyny.gov

---

TO: Warren County Attorney  
FROM: Amy Clute  
DATE: December 16, 2022

Please be advised that the participants in the Self-Insurance program for 2023 are:

The Towns of Bolton, Chester, Hague, Horicon, Johnsburg, Lake George, Lake Luzerne, Stony Creek, Thurman, and Warrensburg, the Village of Lake George, City of Glens Falls, Crandall Public Library, SUNY Adirondack and the County of Warren.

Coverage provided is statutory NYS Workers' Compensation benefits. If you have any further questions, please feel free to contact our office.

Thank you.

# Warren County Board of Supervisors

## RESOLUTION NO. 699 OF 2022

**RESOLUTION INTRODUCED BY SUPERVISORS GERACI, BRAYMER, SEEBER, DICKINSON, DRISCOLL, MCDEVITT AND DIAMOND**

**AUTHORIZING AN EXTENSION AGREEMENT WITH THE CITY OF GLENS FALLS WITH RESPECT TO FIRE CAUSE AND ORIGIN INVESTIGATION SERVICES FOR THE OFFICE OF EMERGENCY SERVICES**

WHEREAS, pursuant to Resolution No. 549 of 2021 the agreement with the City of Glens Falls for fire cause and origin investigation services, with a four (4) hour minimum charge at the hourly rate of One Hundred Seventy-Five Dollars (\$175), was renewed for an additional term commencing January 1, 2022 and terminating December 31, 2022, and

WHEREAS, the Criminal Justice & Public Safety Committee has approved a request to continue the agreement with the City of Glens Falls, upon the same terms and conditions as outlined in the previous agreement, now, therefore be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an extension of the intermunicipal agreement with the City of Glens Falls, 42 Ridge Street, Glens Falls, New York 12801, with a four (4) hour minimum charge at the hourly rate of One Hundred Seventy-Five Dollars (\$175), for the provision of fire cause and origin investigation services to be performed by the City of Glens Falls Fire Department, over a term commencing on January 1, 2023 and terminating on December 31, 2023, and be it further

RESOLVED, that the funds for this agreement will be expended from Budget Code A.3410 470, Fire Prevention & Control, Contract.

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Office of Emergency Services**

**DATE: January 23, 2024**

- (a) Purpose of Contract Change:  
**Amend existing contract to increase fees for Hazmat Team physical examinations to \$250 per physical from the current amount of \$240 per physical.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:  
**110 and 420 of 2019**
- (c) Name of Contractor:  
**Mountain Medical Services**
- (d) Address of Contractor: **PO Box 13395, Belfast, ME 04915**
- (e) Contractor's Contact Person and Telephone Number:  
**Michael Pond 518-523-7575 or Merrie Lynn Towle 518-744-6560**
- (f) Commencement Date of Extension:
- (g) Termination Date of Extension:
- (h) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed **\$250 per physical**  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.  
**Upon completion of services**
- (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 435 Fire Prevention & Control - Medical Fees**

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

THIS AMENDMENT AGREEMENT (hereinafter referred to as the "Agreement"), made by and between the COUNTY OF WARREN, on behalf of Office of Emergency Services, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845, (the "County"), and

MOUNTAIN MEDICAL SERVICES, PLLC, having a mailing address of PO Box 13395, Belfast, Maine 04915, (the "Contractor"),

WITNESSETH, the parties hereto mutually agree as follows:

1. Contractor, through its physicians or physicians assistants, will provide Office of Emergency Services Hazardous Materials Team physical examinations as requested by the County. The purpose of this exam is to qualify the Hazardous Materials Team members for duty for Warren County.

2. The medical examination performed by Contractor will include examination of vital signs systems, ears, eyes, nose, mouth and throat; cardiovascular system, respiratory system; gastrointestinal system; genitourinary system; endocrine and metabolic system; musculoskeletal system; audiometric screening, visual acuity and peripheral vision testing; pulmonary function test; complete blood count, chemistry, urinalysis; tetanus shot and diphtheria shot; electrocardiogram in accordance with OSHA 1910.120, 1910.134, 1910.156, NFPA 1500, 1582, 1001.

3. The Contractor shall provide the County with a written opinion relating to the results of each medical exam performed under the terms of this agreement, in accordance with OSHA regulations.

4. **The County shall pay to Contractor fees of: Two Hundred Forty Dollars (\$240) per medical examination performed under this agreement. Contractor shall not perform any additional services under this agreement without the prior authorization of the County.**

5. The term of this agreement shall commence January 1, 2019 and terminate upon sixty (60) days written notice.

6. Contractor shall maintain professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) covering all acts performed by Contractor pursuant to this Agreement and upon request shall deliver a Certificate of Insurance evidencing such coverage to the Warren County Attorney's office.

7. The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the County and its officers, employees and agents from and against any and all liabilities, losses, costs, expenses (including without limitation, reasonable attorney's fees and disbursements) and damages, arising out of or in connection with any acts or omissions of the Contractor.

8. This Agreement constitutes the full understanding of the parties and may not be changed or amended except by further written agreement. This Agreement may be executed by each party signing or executing multiple copies thereof, or separate copies thereof, so long as the same are identical and each party executes at least one (1) copy. All copies of this Agreement executed by the parties shall be considered one and the same Agreement so long as at least one (1) copy of the Agreement is executed by each party.

9. This Agreement shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by the County for the purpose of the Agreement and, if applicable, that this Agreement shall automatically terminate upon the termination of State or Federal funding available for such contract purpose.

10. No assignment of this Agreement may occur without consent of the County and the County shall not be deemed obligated to this Agreement until such time as a resolution has been adopted by the Board of Supervisors and this Agreement has been signed by the Chairman of the Board of Supervisors for the County.

11. Contractor, in accordance with its status of independent contractor, covenants and agrees that it will conduct itself consistent with such status, that its employees will neither hold themselves out as nor claim to be officers or employees of the County of Warren, and that they will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County of Warren, including, but not limited to, Workers' Compensation coverage, unemployment benefits, social security coverage or employee retirement membership or credit.

12. This Agreement shall be void and of no effect unless throughout the life of the Agreement, the Contractor shall secure compensation insurance and disability insurance for the benefit of such employees engaged under this Agreement as are by law required to be insured by provisions of the Workers' Compensation Law.

13. It is understood and agreed that this agreement requires Mountain Medical Services, PLLC to comply with all pertinent provisions of federal, state and local statutes rules and regulations relating to services performed under the terms of this agreement.

14. 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.

15. Both parties agree to abide by the Health Insurance Portability and

Accountability Act (HIPAA) as they are covered entities defined by HIPAA.

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

Approved as to Form:

*Scott W. Treadwell*  
Warren County Attorney, *Asst. T. Asst.*

COUNTY OF WARREN

By *[Signature]*  
RONALD F. CONOVER, CHAIRMAN  
Board of Supervisors

Date *10-21-19*

MOUNTAIN MEDICAL SERVICES, PLLC

By *Memekym Tardie R.O.*  
Date *12/13/19*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/15/2019

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173	<b>CONTACT NAME:</b> Maureen Markase <b>PHONE (A/C No. Ext):</b> 847-463-7872 <b>E-MAIL ADDRESS:</b> mmarkase@assuranceagency.com	<b>FAX (A/C No):</b> 847-440-9126
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Mountain Medical Services, PLLC 1927 Saranac Ave. Lake Placid NY 12946	<b>INSURER A:</b> Urgent Care Assurance Company <span style="float:right">NAIC# 12915</span>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: 1500095197

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 ISUBR INSR   WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Malpractice Liability		UCAC030-19	1/18/2019	1/18/2020	Per Claim: \$1,000,000 Aggregate: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Retro date for Dr. Pond: 1/18/10

### CERTIFICATE HOLDER

### CANCELLATION

Dr. Michael P.M. Pond  
1927 Saranac Ave  
Lake Placid NY 12946

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

*Daniel A. Hagan*

STATE OF NEW YORK  
WORKERS COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and Address of Insured (Use Street Address Only)                  Mountain Medical Services PLLC                  1927 Saranac Ave Ste 100                  Lake Placid, NY 12946                  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured                  518-523-7575                  1c NYS Unemployment Insurance Employer Registration Number of Insured                    1d. Federal Employer Identification Number of Insured or Social Security Number                  51-0486734</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)                    Warren County                    1340 State Rte 9                  Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier                  Selective Insurance Co.                  3b. Policy Number of entity listed in box "1a"                  WC9034911                  3c. Policy effective period                  03/01/19 to 03/01/20                  3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

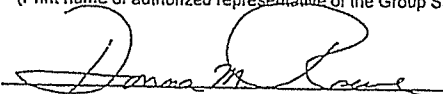
Under the penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by:

Donna Rowe

(Print name of authorized representative of the Group Self-Insurer)

Approved by:

  
(Signature)

5-22-19  
(Date)

Title: Commercial Lines Manager

Telephone number of authorized representative or licensed agent of insurance carrier: 518-561-1000

Please note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (09-07))

[www.wcb.state.ny.us](http://www.wcb.state.ny.us)

Attachment #7



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE  
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only) MOUNTAIN MEDICAL SERVICES, PLLC 1927 SARANAC AVENUE LAKE PLACID, NY 12946</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 5185237575</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 51-0486734</p>
---	--

<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Warren County 1340 State Route 9 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a" R71645-000</p> <p>3c. Policy effective period 8/1/2013 to 5/19/2020</p>
--	---

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 5/21/2019 By *Beth A. Amadio*  
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

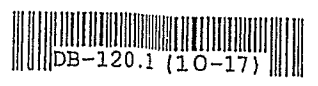
**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



# Warren County Board of Supervisors

## RESOLUTION NO. 420 OF 2019

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

AMENDING RESOLUTION NO. 110 OF 2019, AUTHORIZING AGREEMENT WITH MOUNTAIN MEDICAL SERVICES, PLLC TO PROVIDE SPECIAL PHYSICAL EXAMINATIONS FOR HAZMAT TEAM MEMBERS WORKING WITH THE OFFICE OF EMERGENCY SERVICES, TO INCREASE FEES FOR PHYSICAL EXAMINATIONS

WHEREAS, by Resolution No. 110 of 2019 the Board of Supervisors authorized a new agreement with Mountain Medical Services, PLLC to provide the required hazardous materials team annual medical examinations for an amount not to exceed One Hundred Sixty Dollars (\$160) per team member for a term commencing upon execution and terminating upon sixty (60) days written notice, and

WHEREAS, the Director of the Office of Emergency Services has advised of the need to increase the rates for annual medical examinations, which have not been adjusted since 2010, from One Hundred Sixty Dollars (\$160) per team member to Two Hundred Forty Dollars (\$240) per team member, now, therefore, be it

RESOLVED, that the Board of Supervisors hereby amends Resolution No. 110 of 2019 to increase the rates for required hazardous materials team annual medical examinations from One Hundred Sixty Dollars (\$160) per member to Two Hundred Forty Dollars (\$240) per member, and be it further

RESOLVED, that all other portions of Resolution No. 110 of 2019 shall remain in full force and effect.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE MEETING

PROBATION AGENDA

January 23, 2024

Committee Members: Supervisors Geraci, Strainer, Maday, Conover, Gilligan, Driscoll, and Etu

**I. Committee meeting called to order by Chair**

**II. Approval of minutes of prior Committee Meeting**

**III. Privilege of the floor and public comment**

**IV. Action Agenda/New Business Items:**

1. **Request:** To increase amount of electronic monitoring contract (9/1/23-3/31/24) from \$10,125 to \$35,125 with KMG Monitoring Services and specify terms of payment.  
**Rationale:** Additional funds are needed due to the high volume and serious nature of crimes being committed by youth between the ages of 14-17 who are being considered for detention.
2. **Request:** To contract with Catalis for required server upgrade in an amount not to exceed \$5,000 as our current server no longer supports security updates for our case management system, Caseload Explorer.  
**Rationale:** Server upgrade is needed to continue to utilize Caseload Explorer.
3. **Request:** Request to amend County Budget to accept Pretrial Funding (SFY 2023-24) in the amount of \$171,437 and allocate \$75,000 of this funding to contract code.  
**Rationale:** Funding will be used to support Pretrial Services.

**V. Discussion Items:**

**VI. Referrals/Pending Items:** None

**VII. Privilege of the floor and public comment**

**VIII. Motion to Adjourn**

Attachments: 1. Resolution Request No.3  
2. Resolution Request No.4  
3. Resolution Request No.7

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Probation**

**DATE: 1/23/24**

- (a) Purpose of Contract Change: **To increase amount of electronic monitoring contract and specify terms of payment with KMG Monitoring.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **R 419 of 2023**
- (c) Name of Contractor: **KMG Monitoring**
- (d) Address of Contractor: **9 Cranberry Lane Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Mike Gray, 518-744-7282**
- (f) Commencement Date of Extension: **ASAP**
- (g) Termination Date of Extension: **3/31/24**
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$35,125**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **\$1,445 per month includes 40 days of coverage per month for a total of 280, each additional day over 280 will be billed at a rate of \$36 per day per youth.**
- (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. 3140 470 Probation-Contract \$35,125**

**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 Board of Supervisors

## RESOLUTION NO. 419 OF 2023

**RESOLUTION INTRODUCED BY SUPERVISORS GERACI, MAGOWAN, SMITH, CONOVER, MCDEVITT, DRISCOLL, AND LEGGETT**

**AUTHORIZING AGREEMENT WITH MICHAEL GRAY D/B/A KMG MONITORING SERVICES TO PROVIDE ELECTRONIC MONITORING FOR YOUTH AGES 14-17 FOR THE PROBATION DEPARTMENT**

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with Michael Gray d/b/a KMG Monitoring Services, 9 Cranberry Lane, Queensbury, New York 12804, to provide electronic monitoring services for youth ages 14-17, for an amount not to exceed Ten Thousand One Hundred Twenty-Five Dollars (\$10,125), for a term commencing September 1, 2023 and terminating March 31, 2024, 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.3140 470, Probation, Contract.

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME: Probation**

**DATE: 1/23/24**

- (a) Is this a Result of a Bid or Request for Proposal?  
**No**
- (b) Purpose of Contract:  
**Required server upgrade as our current server no longer supports security updates for our case management system, Caseload Explorer.**
- (c) Name of Contractor:  
**Catalis**
- (d) Address of Contractor: **3025 Windward Plaza, Suite, 200 Alpharetta, GA 30005**
- (e) Contractor's Contact Person and Telephone Number:  
**Denton Bosco, 480-588-4272**
- (f) Has or will the Contract be provided, if so, please attach:  
**Please see attached**
- (g) Commencement Date of Contract:  
**ASAP**
- (h) Termination Date of Contract:  
**12/31/24**
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed **\$5,000**  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.  
**Upon Completion of the project.**
- (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.3140 470 Probation-Contract \$5,000**

**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



## ORDER FORM AMENDMENT

### Professional Services

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#### CUSTOMER INFORMATION

Customer:	Warren County, NY Probation	Address:	1340 State Route 9
Contact Name:	Adam Stephenson		Lake George, NY 12845
Email Address:	stephensona@warrencountyny.gov		
Phone:	-		

Catalis Representative: Denton Bosco, dbosco@catalisgov.com, 480.588.4272

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#### PRICING

##### 1. One-Time Professional Services Fees

<b>Professional Services</b>	
Configuration Services (Estimated) - 13hrs @ \$227.45/hr	\$ 2,956.85
<b>Professional Services</b>	
Project Management (Estimated) - 2hrs @ \$227.45/hr	\$ 454.90
<b>Total One-Time Services Fees</b>	<b>\$ 3,411.75</b>

*1.1. One-time Professional Services Fees shall be billed upon notice of completion of work.*

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#### TERMS & CONDITIONS

- See Attachment A for incorporated Scope of Work.
- Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) days of the Order Form date.
- Customer and Catalis agree to keep all aspects of this agreement confidential to the extent permitted by law.
- Invoices are due thirty (30) days after the date of the invoice.
- All Terms & Conditions set forth in the Subscription Order Form remain in effect.



**ATTACHMENT A: SCOPE OF WORK**

**Change Management Process**

The fees listed above are estimated based on the information available to Catalis at the time of the making of this Work Order. Following adoption of this SOW, changes to this project shall be memorized with a written change order, without regard to whether the change affects costs, and shall be approved in writing by Catalis and the Customer. If the change order impacts cost to one or more parties, an estimate of the cost impact shall be included in the written change order.

**Services to be Provided**

Catalis will provide standard server migration configuration and project management services.  
 (TS: 48354)

**Revision History**

Date	Description of Change	Name
11/28/2023	Created	D Bosco



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**ACCEPTANCE**

**By signing below, I represent that I am validly authorized to enter into this Order Form Amendment and accept their terms and conditions.**

**Effective Date:** \_\_\_\_\_

**Warren County, NY Probation**

**Catalis Courts and Land Records LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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: Probation**

**DATE: 1/23/24**

- (a) Purpose of Amendment: **To accept Pretrial Funding (SFY 2023-24) in the amount of \$171,437.00**
  
- (b) Appropriation Code, Object Code, Full Title and Amount: **A.3140 470 Probation-Contract-\$75,000**
  
- (c) Revenue Code (with title), and Amount: **A.3140 3313 Probation- Probation PreTrial Prog.- \$75,000; A.3143 3313 Probation-Pretrial- Probation Pretrial Prog.- \$96,437**



**Division of Criminal  
Justice Services**

**KATHY HOCHUL**  
Governor

**ROSSANA ROSADO**  
Commissioner

**CILLIAN FLAVIN**  
Deputy Commissioner, Program  
Development and Funding

## Grant Award Notice

December 20, 2023

Hon. Rachel E. Seeber  
Chairman, Board of Supervisors

The New York State Division of Criminal Justice Services (DCJS) is pleased to advise you that your county will receive funding to offset the costs associated with the provision of certified pretrial services, including but not limited to screening, assessment, supervision, and reporting as provided in the enacted (SFY 2023-24) New York State budget. The funding provided to the county herein must be used to support certified pretrial services. Pursuant to Criminal Procedure Law § 510.45, the Office of Court Administration certifies one or more pretrial services agencies in each county and maintains a listing of such agencies on their public website at: <https://ww2.nycourts.gov/court-research/ListOfAgencies.shtml>.

<b>Project Name:</b>	<b>Warren County Pretrial Services</b>	<b>Award Amount:</b>	<b>\$ 171,437.00</b>
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**Additional Information:**

Your 2023-24 award is consistent with the appropriation amount enacted for this purpose in the State budget and was determined based on an analysis of the five-year average of lower court arraignments in your county. Rather than issuing your grant award through a DCJS grant contract for this funding, the full award amount will be automatically disbursed to the county in one payment.

DCJS requests that your county's certified pretrial services agency or agencies submit a Pretrial Services spending overview within 60 days of receiving the award. Attached to this letter is a form that DCJS requests agencies use in submitting the spending overview.

Should you have any programmatic questions, please contact Nicole Aldi, Program Manager, DCJS Office of Probation and Correctional Alternatives at (518) 485-8457 or [nicole.aldi@dcjs.ny.gov](mailto:nicole.aldi@dcjs.ny.gov). If you have any fiscal questions, please contact the DCJS Finance Office at (518) 457-6105 or [dcjsGrantsUnitVoucherInquiry@dcjs.ny.gov](mailto:dcjsGrantsUnitVoucherInquiry@dcjs.ny.gov).

Attachment: Pretrial Services Funding Overview

CC: Robert M. Maccarone, Deputy Commissioner and Director of Probation  
Robert Lusi, Probation Director

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE MEETING  
PUBLIC DEFENDER AGENDA  
January 23, 2024

COMMITTEE MEMBERS: Supervisors GERACI, Strainer, Maday, Conover, Gilligan, Driscoll and Etu - *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. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
  1. Request: Request to Extend Existing Contract with NYSDA for PDCMS  
Rationale: To maintain existing contract with New York State Defender's Association, Inc. for the Public Defense Case Management System (PDCMS)
  2. Request: Request to Increase or Decrease Salary of Non-Union Position – APD (3)  
Rationale: To set the salary of the Assistant Public Defender (3) position for an existing Public Defender Law Intern who was admitted as a Licensed NYS Attorney
  3. Request: Request to Transfer Funds  
Rationale: To transfer existing funding to support the salary increase for APD (3)
- V. Discussion Items:
- VI. Referrals/Pending Items:
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

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Attachments:

1. Resolution Request Form No. 4 – Request to Extend Existing Contract: NYSDA (PDCMS) & accompanying docs.
2. Resolution Request Form No. 13 – Request to Increase or Decrease Salary of Non-Union Position – APD (3)
3. Resolution Request Form No. 10 – Request to Transfer Funds

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Warren County Public Defender's Office**

**DATE: 01/23/2024**

- (a) Purpose of Contract Change:  
**To extend existing contract with New York State Defender's Association (NYSDA) for the Public Defender Case Management System (PDCMS)**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:
- (c) Name of Contractor:  
**New York State Defender's Association, Inc. (NYSDA)**
- (d) Address of Contractor: **194 Washington Ave., Suite 500  
Albany, NY 12210-2314**
- (e) Contractor's Contact Person and Telephone Number:  
**Susan C. Bryant, Esq.**
- (f) Commencement Date of Extension: **04/13/2023**
- (g) Termination Date of Extension: **04/12/2024**
- (h) Payment Provisions: i) lump sum amount **\$5,500.00**  
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.
- (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.1171 470 (\$2,625) & A.1171.4202 470 (\$2,875)**

**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

**EXTENSION**  
**TO**  
**PUBLIC DEFENSE CASE MANAGEMENT SYSTEM**  
**MAINTENANCE AND SOFTWARE SUPPORT AGREEMENT**  
**BETWEEN**  
**WARREN COUNTY PUBLIC DEFENDER OFFICE**  
**AND**  
**NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between WARREN COUNTY PUBLIC DEFENDER OFFICE, having offices located at 1340 State Route 9, Lake George, NY 12845, hereinafter referred to as "WCPD" and NEW YORK STATE DEFENDERS ASSOCIATION, INC., a New York not-for-profit corporation, with offices located at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314, hereinafter referred to as "NYSDA,"

**WITNESSETH:**

WHEREAS, the WCPD and NYSDA entered into a Maintenance and Software Support Agreement for the Public Defense Case Management System, ("Maintenance Agreement") dated December 15, 2010, wherein NYSDA agreed to provide certain support and maintenance services to the WCPD for the Public Defense Case Management System ("PDCMS") software; and

WHEREAS, the WCPD and NYSDA desire to extend the Maintenance Agreement for one additional year;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. Paragraph #12 in Maintenance Agreement stating: "This Agreement shall commence on the date the PDCMS is installed in WCPD and shall terminate on the first anniversary of the installation date unless otherwise extended for one additional year by written agreement of the parties." shall be deleted and replaced with the following:

This Agreement shall terminate on April 12, 2024 unless otherwise extended for one additional year by written agreement of the parties.

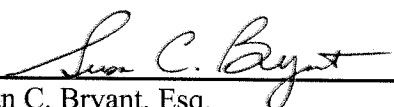
2. All other terms and conditions of the Maintenance Agreement and Extension Agreement shall remain unchanged.

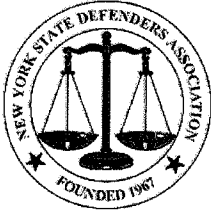
IN WITNESS WHEREOF, the parties have hereunto executed this Extension as of the date set forth above.

**WARREN COUNTY BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Kevin B. Geraghty  
Chairman

**NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

By:   
\_\_\_\_\_  
Susan C. Bryant, Esq.  
Executive Director



# **New York State Defenders Association, Inc.**

## ***Public Defense Backup Center***

194 Washington Ave. · Suite 500 · Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

[www.nysda.org](http://www.nysda.org)

August 8, 2023

Gregory Canale  
Warren County Public Defender Office  
1340 State Route 9  
Lake George, NY 12845

Re: Invoice # 080823-02

### **INVOICE**

This invoice outlines the annual support fees for the Public Defense Case Management System (PDCMS) Maintenance and Software Support Agreement. Annual support includes software maintenance, bug fixes, new software releases and unlimited remote and telephone support.

<b>Description of Service</b>	<b>Total Fee</b>
PDCMS Annual Support Maintenance (11 licenses) (04/13/2023 – 04/12/2024)	\$ 5,500.00
<b>Total</b>	<b>\$ 5,500.00</b>

Please return this invoice with payment and mail to:

Business Manager  
New York State Defenders Association  
194 Washington Avenue, Suite 500  
Albany, NY 12210

Thank you.

## ***RESOLUTION REQUEST FORM NO. 13***

### ***Request to Increase or Decrease Salary of Non-Union Position***

**DEPARTMENT NAME:** Warren County Public Defender's Office

**DATE:** 01/23/2024

- (a) Employee Name, Title and Employee No.:  
**Assistant Public Defender (3)**
- (b) Current Annual **Base** Salary (and Grade if Applicable):  
**\$80,521**
- (c) Former Annual **Base** Salary (and Grade if Applicable):  
**\$74,865**
- (d) Effective Date for Salary Change\*:  
*\*Please do not backdate request unless the purpose is to correct an error*  
**02/19/2024**
- (e) If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position?  
List Budget Code (with title), Object Code (with title), and Amount:  
**A.1171 110 Public Defender Salaries - Regular \$5,656**
- (f) Is a Budget Transfer needed?  YES  NO  
If yes, please complete Resolution Request Form No. 10 – Transfer of Funds  
If no, please provide details on how the increase will be funded within the current budget:
- (g) Is there expected revenue from this position?  YES  NO  
If yes, please complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue
- (h) Justification of Request:  
**To set the salary of the Assistant Public Defender (3) position for an existing Public Defender Law Intern who passed the BAR Exam on October 19, 2023 and was admitted as a Licensed New York State Attorney on January 11, 2024.**

## **ASSISTANT PUBLIC DEFENDER**

**DISTINGUISHING FEATURES OF THE CLASS:** This work involves responsibility for representing indigent defendants as assigned by the Public Defender. The work involves representing the defendant through every stage of proceedings following arrest through and including any appeals. In addition to actual representation, the Assistant Public Defender assists the Public Defender in the investigation, preparation, conduct and appeal in various court and legal proceedings involving indigent defendants. Work is performed under the general supervision of the Public Defender with wide leeway allowed for the exercise of independent judgment. Does related work as required.

**TYPICAL WORK ACTIVITIES:** (Illustrative only)

Represents and counsels defendants at every stage of proceedings following arrest;  
Initiates such proceedings as are necessary to protect the rights of the accused;  
Assists the Public Defender in the preparation of various court proceedings;  
Confers with defendants, law enforcement personnel, judges, and District Attorney's staff concerning individual cases;  
Investigates respondent's financial status in family court support matters;  
Prepares cases for trial by responding to motions, preparing for hearings, evaluation case, plea-bargaining and discussing case with District Attorney staff in criminal cases and with attorney for the other party in family court cases;  
Prepares all pleadings, including petitions, answers, discovery demands, motions and orders in Family Court matters;  
Prepares for trial by researching law and rules of evidence, preparing trial file of evidence, reviews prospective jurors, reviews trial charges by judge, prepares witnesses for trial and develops trial strategy;  
Supervises clerical staff in connection with the preparation of cases and the maintenance of appropriate records;  
Tries cases, including jury selection, presentment of cases, questions witnesses at trial, preparing opening statements and preparing closing summations;  
May handle post judgment motions, including receiving motions to vacate judgment, preparing response and brief and arguing motion in Superior Court;  
May handle appeals by preparing brief, arguing appeal in the Appellate Division, seeking permission of Court of Appeals if not a matter of right, and arguing the appeal in the Court of Appeals.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Thorough knowledge of New York State and Federal criminal law, New York family court act and court proceedings; good knowledge of judicial procedures and rules of evidence; ability to interpret and work with New York State and Federal criminal code; ability to communicate effectively both orally and in writing; ability to reason quickly and logically in stressful situations; ability to analyze and interpret laws and legal documents in order to render an accurate legal opinion; ability to analyze and organize facts effectively; ability to prepare for and present cases in court; ability to establish and maintain effective working relationships with others; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** At the time of appointment, possession of a license to practice law in the State of New York.

**SPECIAL REQUIREMENT:** Possession of an appropriate NYS motor vehicles license at the time of appointment or otherwise demonstrate an ability to meet the transportation needs of the position.

WC: 2003, 2015, 2021

# RESOLUTION REQUEST FORM NO. 10

## Request for Transfer of Funds

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

DEPARTMENT NAME: Warren County Public Defender's Office

SIGNED:

DATE: 01/23/2024

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1171 130	Public Defender Salaries - Part Time	A.1171 110	Public Defender Salaries - Regular	\$5,656

**Please state reason for transfers requested:**

To support request to increase Assistant Public Defender (3) position with additional funding in A.1171 130 line.

### 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			

Please state reason for transfer request:

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

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE  
SHERIFF AGENDA  
JANUARY 23, 2024

COMMITTEE MEMBERS: Supervisors Geraci, Strainer, Maday, Conover, Gilligan, Driscoll, Etu, 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 PrimeCare Medical of New York, Inc. to provide for required Substance Abuse Disorder (SUD) and Medication Assisted Treatment (MAT) services.  
Rationale: On October 7, 2021 several items were signed into law that generally serve to allow incarcerated individuals with certain substance use disorders the opportunity to participate in Medication Assisted Treatment (MAT) programs. The effective date for the laws, Chapter 432 of the Laws of 2021) was postponed until October 7, 2022.  
  
NYS Mental Hygiene Law MHY §19.18-c, NYS Correction Law COR §45.18 Powers and Duties of the Commission, and NYS Commission of Correction Minimum Standards and Regulations Part 7011 - Substance Use Disorder Treatment and Transition Services were added, or amended, to require Sheriffs who operate local correctional facilities to provide substance use disorder (SUD) treatment and transition services that support the initiation, operation, and enhancement of substance use disorder treatment, and transition services, for persons with substance use disorder who are incarcerated in jails. An amendment to the PrimeCare agreement is required to provide for these necessary services.
  2. Request: Amend the county budget to provide the required Substance Abuse Disorder (SUD) and Medication Assisted Treatment (MAT) services described in Agenda Item #1.  
Rationale: The agreement with PrimeCare Medical of New York, Inc. was executed prior to the legal requirements outlined in Agenda Item #1. The budget amendment is necessary to provide funding for the required Substance Abuse Disorder (SUD) and Medication Assisted Treatment (MAT) services.
  3. Request: Enter into an agreement with Tyler Technologies, Inc. for computer operating system upgrades and server migration.  
Rationale: On November 14, 2023 Tyler Technologies, Inc. staff completed operating system upgrades, software updates, and server migration of their computer systems in the Sheriff's Office. The Sheriff's Office utilizes Tyler Technologies hardware and computer systems for computer aided dispatch (CAD), civil records management, and law enforcement (police) records management. These systems were outdated and updates were required.  
  
The project was completed in 2023 with the expectation that funding from the New York State Division of Homeland Security and Emergency Services (DHSES) 2023 Public Safety Answering Point Operations Grant Program (PSAP) grant would be utilized. The budget for the PSAP grant

has not been approved by (DHSES) so PSAP grant funds cannot be utilized. The services will be paid utilizing funds from the Sheriff's Office 2023 budget. No funding will be requested.

4. Request: Amend Warren County Board of Supervisors Resolution No. 60 of 2023 to increase the amount for Tyler Technologies Civil Softcode software annual maintenance and support services from \$10,046.29 annually to \$10,649.08 annually.  
Rationale: Resolution No. 60 of 2023 authorizes an annual payment of \$10,046.29 to Tyler Technologies, Inc. for Civil Softcode software annual maintenance and support services. It is necessary to increase the amount not to exceed from \$10,046.29 to \$10,649.08 and to add a provision authorizing the Sheriff's Office to continue with the agreement and complete annual payments to Tyler Technologies, so long as the maintenance and support service fees do not increase by more than 10% annually.
5. Request: Amend the County budget to transfer \$23,832.76 remaining in the Sheriff's 911 Center New York State 2021 Statewide Interoperable Communications Grant Program (SICG) grant from fiscal year 2023 to fiscal year 2024.  
Rationale: The transfer is necessary to utilize the funds in 2024.
6. Request: Enter into an intermunicipal agreement with the Lake George Park Commission for routine service, emergency repairs, replacement parts, and fuel for Sheriff's Office patrol vessels.  
Rationale: Agreement is necessary to allow for annual service, preventative maintenance, summarization, winterization, repairs, and fuel for Sheriff's Office patrol vessels. The Lake George Park Commission will complete repairs and maintenance at a rate of \$75.00 per hour, all vessel parts will be provided at Park Commission's cost, and fuel will be provided at the Park Commissions cost per gallon.

IV. Discussion Items:

1. Correctional Facility Programs/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

- 
- Attachments:
1. Resolution Request Form No. 4 - Request to Amend Existing Contract (PrimeCare - MAT)
  2. Resolution Request Form No. 20 - Miscellaneous (PrimeCare - MAT)
  3. Resolution Request Form No. 3 - Request for New Contract (Tyler Technologies)
  4. Resolution Request Form No. 20 - Miscellaneous (Tyler Technologies)
  5. Resolution Request Form No. 7 - Request to Amend County Budget (2021 SICG Grant)
  6. Resolution Request Form No. 3 - Request for New Contract (LG Park Commission)

**RESOLUTION REQUEST FORM NO. 4*****Request for Extending, Rescinding or Amending Existing Contract*****DEPARTMENT NAME:** Sheriff**DATE:** January 23, 2024

- (a) **Purpose of Contract Change:** An amendment to the PrimeCare agreement and a \$117,032.75 budget amendment are necessary to provide for mandated Substance Use Disorder (SUD) and Medication Assisted Treatment (MAT) services
- (b) **Resolution Number, or Numbers if Amended, which Authorized the Original Contract:** No.382 of 2021
- (c) **Name of Contractor:** PrimeCare Medical of New York, Inc
- (d) **Address of Contractor:** 3940 Locust Lane, Harrisburg, PA 17109
- (e) **Contractor's Contact Person and Telephone Number:** Brent Bavington  
President  
(717) 545-5787 (x1121)
- (f) **Commencement Date of Extension:** 01/01/2024
- (g) **Termination Date of Extension:** 12/31/2024
- (h) **Payment Provisions:** i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$1,857,281.44  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Monthly

\* 2024 Agreement Increase - \$117,032.75 (\$9,752.73 monthly)

- (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.3150 470 General Sheriff's Correction Division - Contract \$1,857,281.44

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

## **FIRST ADDENDUM TO HEALTH SERVICES AGREEMENT**

THIS ADDENDUM (“Agreement”), by and among the **COUNTY OF WARREN**, a municipal corporation with principal offices at 1400 State Route 9, Lake George, New York (the “County”) and **PRIMECARE MEDICAL OF NEW YORK, INC.**, a New York business corporation, with principal offices at 3940 Locust Lane, Harrisburg, PA 17109 (hereinafter referred to as “PrimeCare”), **PROFESSIONAL CARE MEDICAL PRACTICE, P.C.**, (the “Medical P.C.”), **PROFESSIONAL CARE DENTAL SERVICES, P.C.**, (the “Dental P.C.”), and **PERSONALCARE REGISTERED PROFESSIONAL NURSING, P.C.**, (the “Nursing P.C.”) (the Medical P.C., Dental P.C., and the Nursing P.C. herein collectively referred to as “the P.C.’s”), each of which P.C. has its principal office located at 3940 Locust Lane, Harrisburg Pennsylvania 17109.

### **WITNESSETH**

WHEREAS, the County, PrimeCare and the P.C.’s entered into a contract effective January 1, 2022, for PrimeCare to manage and the P.C.’s to provide reasonably necessary medical and dental care for inmates under the care and custody of the Warren County Sheriff (the “Sheriff”) at the Warren County Jail Facility (the “Facility”) (the “Underlying Agreement”); and

WHEREAS, the County is legally required to provide necessary Medication Assisted Treatment (MAT) services for the inmates at the Facility; and

WHEREAS, PrimeCare submitted a proposal, dated December 1, 2023, to provide these necessary Credentialed Alcoholism and Substance Abuse Counselor (CASAC) and related MAT program services; and

WHEREAS, the County wishes to accept the services as proposed.

WHEREAS, Section 7.7 of the Underlying Agreement requires that any modifications to the agreement be in writing, signed by the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

- 1.1. The Underlying Agreement is hereby amended to include the Credentialed Alcoholism and Substance Abuse Counselor (CASAC) and related MAT program services as detailed in the proposal letter of December 1, 2023, attached hereto as Exhibit A and as referenced in the updated Staffing Matrix attached hereto as Exhibit B. PrimeCare shall begin billing for the CASAC position as of January 1, 2024.
- 1.2. For expenses related to the cost of all the necessary medications, urine drug screens, and other laboratory services required to run a comprehensive MAT program, PrimeCare shall apply all such costs to the existing Catastrophic Limitations Cap defined in the Underlying Agreement. Such MAT related expenses shall begin being applied to the Catastrophic Limitations Cap as of the 2023 contract year.
- 1.3. Monthly compensation due to the Medical P.C. for the CASAC position shall be increased by the amount set forth on page one of Exhibit A.
- 1.4. The effective date of this Addendum shall be January 1, 2024.
- 1.5. All other terms and conditions of the Underlying Agreement remain unchanged and are in full force and effect for the remaining term of the Underlying Agreement.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the commencement date set forth in Section 1.4 above.

**Warren County Sheriff's Office**

By: \_\_\_\_\_  
NAME: James A. LaFarr  
TITLE: Sheriff  
DATE: \_\_\_\_\_

**PrimeCare Medical Of New York, Inc.**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**County of Warren**

By: \_\_\_\_\_  
NAME: Kevin B. Geraghty  
TITLE: Chairman of the Board of Supervisors  
DATE: \_\_\_\_\_

**Professional Medical Practice P.C.**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Approved as to Form and Content:

\_\_\_\_\_  
Assistant Warren County Attorney

**Professional Dental Services P.C.**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Personalcare Registered Professional Nursing P.C.**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

WARREN COUNTY JAIL- (WAR-113)	CONTRACTED T.O									
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE	
<b>DAY SHIFT</b>										
Health Services Administrator (RN)	8	8	8	8	8			40	1.00	
Medical Director/Physician	Up to 6 Hrs/Week								6	0.15
PA/CRNP	Up to 6 Hrs/Week								6	0.15
Registered Nurse	8	8	8	8	8	8	8	56	1.40	
Licensed Practical Nurse	16	16	16	16	16	16	16	112	2.80	
CASAC	8	8	8	8	8			40	1.00	
Psychiatric NP	Up to 4 Hrs/Week								4	0.10
Licensed Master Clinical Social Worker	8	8	8	8	8	8		48	1.20	
Dentist	Up to 6 Hrs/Week (12 everyother week)								6	0.15
<b>EVENING SHIFT</b>										
Registered Nurse	8	8	8	8	8	8	8	56	1.40	
Licensed Practical Nurse	16	16	16	16	16	16	16	112	2.80	
<b>NIGHT SHIFT</b>										
Registered Nurse	8	8	8	8	8	8	8	56	1.40	
<b>Total Hours Per Week</b>								542	13.55	

\*The above staffing table is a representaion of the Summary table below.

CONTRACTED SUMMARY		
Personnel Category	Hours	FTE'S
Health Services Administrator (RN)	40	1.00
Medical Director/Physician	6	0.15
PA/CRNP	6	0.15
Registered Nurse	168	4.20
Licensed Practical Nurse	224	5.60
CASAC	40	1.00
Psychiatric NP	4	0.10
Licensed Master Clinical Social Worker	48	1.20
Dentist	6	0.15
<b>Total All Staff</b>	<b>542</b>	<b>13.55</b>

system utilized by PrimeCare Medical is a hand / finger scan device, which is provided through our contracted payroll company, ECI. Further, PrimeCare Medical shall comply with any required Facility sign-in / sign-out procedures.

*STAFFING MATRIX*

Warren County Correctional Facility										
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE	
<b>DAY SHIFT</b>										
Health Services Administrator (RN)	8	8	8	8	8			40	1.00	
Medical Director/Physician	Up to 6 Hrs/Week								6	0.15
PA\CRNP	Up to 6 Hrs/Week								6	0.15
Registered Nurse	8	8	8	8	8	8	8	56	1.40	
Licensed Practical Nurse	16	16	16	16	16	16	16	112	2.80	
Psychiatric NP	Up to 4 Hrs/Week								4	0.10
Licensed Master Clinical Social Worker	8	8	8	8	8	8		48	1.20	
Dentist	Up to 6 Hrs/Week (12 every other week)								6	0.15
<b>EVENING SHIFT</b>										
Registered Nurse	8	8	8	8	8	8	8	56	1.40	
Licensed Practical Nurse	16	16	16	16	16	16	16	112	2.80	
<b>NIGHT SHIFT</b>										
Registered Nurse	8	8	8	8	8	8	8	56	1.40	
<b>Total Hours Per Week</b>								502	12.55	

Professional Services contracts dictate that services shall be provided within a reasonable amount of hours proposed. These hours may fluctuate dependent upon the medical services provider; and the medical services provider never leaves the facility until all of his/her work is completed. Also, the medical services provider and the Health Services Administrator are typically not required to be on-site at the Facility during Federal Holidays. Furthermore, all professional medical services providers shall be available on-call, twenty-four (24) hours per day, seven (7) days per week. PrimeCare Medical’s Facility Medical Directors, if requested by Warren County Correctional Facility, shall make all reasonable attempts to arrange for courtesy privileges for use of local hospitals for admitting, monitoring, and discharging inmates/patients being hospitalized. Copies of staff schedules shall be provided to the Facility’s Administration on a monthly basis, with a bi-weekly staffing analysis (daily if required) also being submitted, as required by the RFP. PrimeCare Medical currently completes similar staffing analyses for several of our other contracted client facilities.

Relief Factor to account for combined leave is based upon the PrimeCare Medical’s full time employee’s employment status and longevity. It is the policy of PrimeCare Medical to ensure that all full-time employees are provided with a sufficient amount of leave to permit time away from work, consistent with facility staffing needs. The leave accrual process starts when an employee is hired full-time. Part-time or PRN staff do not earn combined leave.

**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:** January 23, 2024

- (a) **Purpose of Request:** Transfer funds from the County General Unappropriated Fund Balance to provide for mandated Substance Use Disorder (SUD) and Medication Assisted Treatment (MAT) services to individuals incarcerated in the Warren County Correctional Facility.
- (b) **Details:** Recently enacted laws require Sheriffs who operate local correctional facilities to provide substance use disorder (SUD) treatment and transition services that support the initiation, operation, and enhancement of substance use disorder treatment, and transition services, for persons with substance use disorder who are incarcerated in jails.

The current agreement with PrimeCare Medical of New York, Inc. was executed prior to these new legal requirements, therefore proper staffing is not included in the agreement's staffing matrix and funding is not in the 2024 Sheriff's Office budget.

The following transfer is necessary to fund these required services:

REVENUE CODE & AMOUNT

A.909.00	General Fund Balance - Unappropriated Surplus	\$117,032.75
----------	---	--------------

APPROPRIATION CODE & AMOUNT

A.3150 470	Sheriff's Correction Division - Contract	\$117,032.75
------------	--	--------------

- (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:** January 23, 2024

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Operating system upgrade and server migration
- (c) **Name of Contractor:** Tyler Technologies, Inc
- (d) **Address of Contractor:** P.O. Box 203556, Dallas TX 75320-3556
- (e) **Contractor's Contact Person and Telephone Number:** Tim Hale  
Client Executive  
[tim.hale@tylertech.com](mailto:tim.hale@tylertech.com)  
(248) 269-1000 (x1690)
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 10/01/2023
- (h) **Termination Date of Contract:** 03/31/2022
- (i) **Payment Provisions:**
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$21,624
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Upon Completion
- (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:**

[2023] A.3110 470 Sheriff's Law Enforcement - Contract

\* as listed in budget and LOGOS



## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 21,624
Third-Party Products	\$ 0
Travel	\$ 0
<b>Total One-Time Cost</b>	<b>\$ 21,624</b>
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By: Jared Hager  
 Quote Expiration: 8/24/22  
 Quote Name: Warren County Server Migration

**Sales Quotation For:**  
 Warren County Sheriff  
 1400 State Route 9 Municipal Bldg.  
 Lake George NY 12845  
 Phone: +1 (518) 743-2500

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Enterprise Server Migration	1	\$ 21,624	\$ 0	\$ 21,624	\$ 0
<b>TOTAL</b>				<b>\$ 21,624</b>	<b>\$ 0</b>

**Summary**

**One Time Fees**

**Recurring Fees**

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 21,624	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 21,624</b>	<b>\$ 0</b>

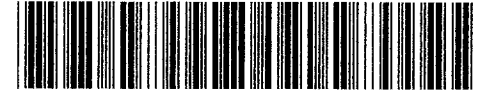


**Remittance:**  
 Tyler Technologies, Inc  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
130-143250	12/20/2023	1 of 1

**Questions:**  
 Tyler Technologies- Public Safety  
 Phone: 1-800-772-2260 Press 2, then 5  
 Email: ar@tylertech.com



Bill To: WARREN COUNTY, NY SHERIFFS DEPARTMENT  
 1400 STATE ROUTE 9  
 LAKE GEORGE, NY 12845-3434

Ship To: WARREN COUNTY, NY SHERIFFS DEPARTMENT  
 1400 STATE ROUTE 9  
 LAKE GEORGE, NY 12845-3434

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
50278 - 200 - 200	21145		USD	NET30	01/19/2024

Date	Description	Units	Rate	Extended Price
	Enterprise Server Migration	1	21,624.00	21,624.00
	Enterprise Server Migration			

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	21,624.00
Sales Tax	\$0.00
Invoice Total	21,624.00

**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:** January 23, 2024

- (a) **Purpose of Request:** Amend Warren County Board of Supervisors Resolution No. 60 of 2023 to increase the amount for Tyler Technologies Civil Softcode software annual maintenance and support services from \$10,046.29 annually to \$10,649.08 annually.
- (b) **Details:** Resolution No. 400 of 2017 authorized an annual payment of \$7,935.00 to Tyler Technologies, Inc. for Sheriff's Office Civil Softcode software annual maintenance and support services.

Resolution No. 60 of 2023 increased the authorized annual not to exceed amount for payment of such services to \$10,046.29. The annual fees have increased for 2024 which requires an increase from \$10,046.29 to \$10,649.08.

The Sheriff's Office wishes to renew the Tyler Technologies, Inc. maintenance and support service agreement annually and request the addition of a provision authorizing the Sheriff's Office to continue with such agreement and annual payments to Tyler Technologies, so long as the fee for maintenance and support services do not increase by more than 10% annually.

- (c) **Previous Resolution Number:** Resolution No. 400 of 2017 & No. 60 of 2023
- (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. 60 OF 2023

**RESOLUTION INTRODUCED BY SUPERVISORS GERACI, CONOVER, MCDEVITT, DRISCOLL, MAGOWAN, LEGGETT AND VACANT**

**AMENDING AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTCODE SOFTWARE FOR THE SHERIFF'S OFFICE CIVIL DIVISION, TO INCREASE THE NOT TO EXCEED AMOUNT**

WHEREAS, pursuant to Resolution No. 400 of 2017, the Chairman of the Board of Supervisors was authorized to execute an agreement with Tyler Technologies, Inc., 5101 Tennyson Parkway, Plano, Texas 75024, to provide Softcode Software for the Sheriff's Office Civil Division for a lump sum amount not to exceed Eighty Thousand Six Hundred Eleven Dollars (\$80,611), and

WHEREAS, the Criminal Justice & Public Safety Committee has approved the request to increase the authorized amount for maintenance and support services from Seven Thousand Nine Hundred Thirty-Five Dollars (\$7,935) to Ten Thousand Forty-Six Dollars and Twenty-Nine Cents (\$10,046.29), now, therefore, be it

RESOLVED, that the agreement with Tyler Technologies, Inc., be, and hereby is, amended to increase the total lump sum amount of the agreement to an amount not to exceed Eighty-Two Thousand Seven Hundred Twenty-Two Dollars and Twenty-Nine Cents (\$82,722.29), which includes an increase in the maintenance and support services to Ten Thousand Forty-Six Dollars and Twenty-Nine Cents (\$10,046.29), for a term commencing upon execution by both parties and continuing unless terminated upon thirty (30) days written notice by either party, in a form approved by the County Attorney, to be paid from Budget Code A.3110 250, Sheriff's Law Enforcement, Technical Equipment, and be it further

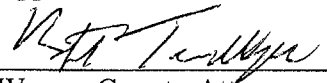
RESOLVED, other than the changes outlined herein, all other terms and conditions of Resolution No. 400 of 2017 will remain the same.

CONTRACT AMENDMENT BETWEEN COUNTY OF WARREN  
AND TYLER TECHNOLOGIES, INC.

The COUNTY OF WARREN and TYLER TECHNOLOGIES, INC. hereby agree to amend their previous agreement dated September 28, 2018 for Softcode Software for the Sheriff's Office Civil Division as follows:


- 1.) Increase the total amount paid to Provider to an amount not to exceed Eighty-Two Thousand Seven Hundred Twenty-Two Dollars and Twenty-Nine Cents (\$82,722.29); this represents an increase of Ten Thousand Forty-Six Dollars and Twenty-Nine Cents (\$10,046.29) for maintenance and support services, as outlined in Schedule "A" and upon the same terms and conditions set forth in the original agreement, which terms and conditions are expressly incorporated herein.

Approved as to Form:

  
Warren County Attorney

Date March 13, 2023

COUNTY OF WARREN

By:   
KEVIN B. GERAGHTY, CHAIRMAN  
Board of Supervisors

Date 3/15/23

TYLER TECHNOLOGIES, INC.

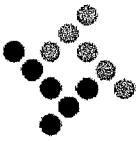
By: Sherry Clark

Print Name: Sherry Clark

Title: Group General Counsel

Date 3/20/23

# **SCHEDULE “A”**



**tyler**  
technologies

3110470

No PO

**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
020-138741	11/01/2022	1 of 1

**Questions:**  
Tyler Technologies- Courts & Justice  
Phone: 1-800-772-2260 Press 2, then 3  
Email: ar@tylertech.com



Bill To: Warren County, NY  
1340 State Route 9  
Lake George, NY 12845-3434

Ship To: Warren County, NY  
1340 State Route 9  
Lake George, NY 12845-3434

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50278 - MAIN - MAIN	104332		USD	NET30	12/01/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Warren County, NY				
	CivilServe Annual Support	4	2,356.44	9,425.76
	Maintenance: Start: 19/Dec/2022, End: 18/Dec/2023			
	CivilMobile Annual Support	1	620.53	620.53
	Maintenance: Start: 19/Dec/2022, End: 18/Dec/2023			

*ok to pay  
Mike Colvin*

*needs updated  
memo*

<p><b>**ATTENTION**</b> Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.</p>	Subtotal	10,046.29
	Sales Tax	0.00
	Invoice Total	10,046.29



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2022

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).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110	<b>CONTACT NAME:</b> Finn Davis
	<b>PHONE (A/C, No, Ext):</b> (617) 999-7893
<b>INSURED</b> Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> Finn.Davis@marsh.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Hartford Fire Insurance Co	<b>NAIC #</b> 19682
<b>INSURER B:</b> Trumbull Insurance Company	<b>NAIC #</b> 27120
<b>INSURER C:</b> QBE Specialty Insurance Company	<b>NAIC #</b> 11515
<b>INSURER D:</b> Sentinel Insurance Company	<b>NAIC #</b> 11000
<b>INSURER E:</b> Hartford Casualty Insurance Company	<b>NAIC #</b> 29424
<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> NYC-011256661-07	<b>REVISION NUMBER:</b> 0
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10 UEN DL0437	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 UEN DI9897	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
E	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			10 XHU DL0102	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	10WBAK8AGK	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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	
C	<b>Professional Liability</b> <b>Cyber Protection</b>			130001996	12/17/2021	06/17/2023	Limit \$ 5,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Warren County, its Board, officers and employees are included as additional insured on a primary, non-contributory basis with regards to general liability, where required by written contract.

<b>CERTIFICATE HOLDER</b> Warren County Warren County Municipal 1340 State Route 9 Lake George, NY 128450000	<b>CANCELLATION</b> 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  <i>Marsh USA Inc.</i>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA, INC.		NAMED INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Professional Liability/Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured.

Excess Cyber Protection:

\$5,000,000 xs \$5,000,000  
 Carrier: Munich Re Syndicate Limited  
 Policy Number: B0509FINPY2150857  
 Eff/Exp dates: 12/17/2021 - 06/17/2023  
 Per Claim and Aggregate Limit: \$5,000,000  
 Business Interruption: \$2,500,000  
 Ransomware: 2,500,000



**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:** January 23, 2024

(a) **Purpose of Amendment:** Amend County Budget to transfer funds remaining in Sheriff's 911 Center, 2021 Interoperable Comm Grant from fiscal year 2023 to fiscal year 2024

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

A.3020.4047 250	Sheriff's 911 Center	\$23,832.76
	2021 Interoperable Comm Grant	
	Technical Equipment	

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

A.3020.4047 3380	Sheriff's 911 Center	\$23,832.76
	2021 Interoperable Comm Grant	
	State Homeland Security Program	

Annual Totals YTD ▼

Reclass Journal Type

▼

**Classification Equipment**

**Fiscal Year 2023**

	<b>Amended Budget \$985,547.00</b>	<b>Encumbrances \$616,018.92</b>	<b>Expenses \$345,695.32</b>	<b>YTD Balance \$23,832.76</b>	<b>Percent Used 98%</b>	
Month	Budget	Amendments	Encumbrances	Expenses	Current YTD Balance	Percent Used
January	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
February	\$0.00	\$985,547.00	\$0.00	\$0.00	\$985,547.00	0 %
March	\$0.00	\$0.00	\$276,045.70	\$0.00	\$709,501.30	28 %
April	\$0.00	\$0.00	-\$15,921.58	\$276,045.70	\$449,377.18	54 %
May	\$0.00	\$0.00	\$425,544.42	\$0.00	\$23,832.76	98 %
June	\$0.00	\$0.00	\$0.00	\$0.00	\$23,832.76	98 %
July	\$0.00	\$0.00	\$0.00	\$0.00	\$23,832.76	98 %
August	\$0.00	\$0.00	\$0.00	\$0.00	\$23,832.76	98 %
September	\$0.00	\$0.00	-\$40,279.62	\$40,279.62	\$23,832.76	98 %
October	\$0.00	\$0.00	-\$29,370.00	\$29,370.00	\$23,832.76	98 %
November	\$0.00	\$0.00	\$0.00	\$0.00	\$23,832.76	98 %
December	\$0.00	\$0.00	\$0.00	\$0.00	\$23,832.76	98 %
<b>Total</b>	\$0.00	\$985,547.00	\$616,018.92	\$345,695.32	\$23,832.76	98 %
Unposted Transactions	\$0.00	\$0.00	\$0.00	\$0.00	\$23,832.76	98 %
<b>Grand Total</b>	\$0.00	\$985,547.00	\$616,018.92	\$345,695.32	\$23,832.76	98 %

**RESOLUTION REQUEST FORM NO. 3**

***Request for New Contract***

**DEPARTMENT NAME:** Sheriff

**DATE:** January 23, 2024

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Routine service, emergency repairs, replacement parts, and fuel for Sheriff's Office vessels
- (c) **Name of Contractor:** Lake George Park Commission
- (d) **Address of Contractor:** 75 Fort George Road, Lake George NY 12845
- (e) **Contractor's Contact Person and Telephone Number:** Joe Johns  
Director of Law Enforcement  
[jjohns@lgpc.state.ny.us](mailto:jjohns@lgpc.state.ny.us)  
(518) 668-9347
- (f) **Has or will the Contract be provided, if so, please attach:** No
- (g) **Commencement Date of Contract:** 03/01/2024
- (h) **Termination Date of Contract:** 02/28/2025
- (i) **Payment Provisions:**
  - i) **lump sum amount**
  - ii) **hourly rate amount** \$75/hr. (labor)/Parts at Cost
  - iii) **total amount not to exceed**
  - iv) **how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)** Upon Completion
- (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 (Service)  
A.3110 442 General Sheriff's Law Enforcement - Automotive Gas & Oil (Fuel)

\* as listed in budget and LOGOS

**WARREN COUNTY BOARD OF SUPERVISORS**

**COMMITTEE: CRIMINAL JUSTICE, PUBLIC SAFETY & EMERGENCY SERVICES**

**DATE: JANUARY 23, 2024**

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**COMMITTEE MEMBERS PRESENT:**

SUPERVISORS: GERACI  
CONOVER  
MADAY  
STRAINER  
GILLIGAN  
DRISCOLL  
ETU

**OTHERS PRESENT:**

ANN MARIE MASON, DIRECTOR, OFFICE OF EMERGENCY SERVICES  
REPRESENTING THE DISTRICT ATTORNEY DEPARTMENT  
JASON CARUSONE, DISTRICT ATTORNEY  
PAULETTE McDONALD, ASSISTANT TO THE DISTRICT ATTORNEY  
REPRESENTING THE PROBATION DEPARTMENT  
ROBERT IUSI, DIRECTOR  
REPRESENTING THE PUBLIC DEFENDER'S OFFICE:  
GREGORY CANALE, PUBLIC DEFENDER  
ERIN BROTHERS, DATA OFFICER, ILS  
REPRESENTING THE SHERIFF'S OFFICE  
JAMES LAFARR, SHERIFF  
TERRY COMEAU, UNDERSHERIFF  
KEVIN B. GERAGHTY, CHAIRMAN OF THE BOARD  
JOHN TAFLAN, COUNTY ADMINISTRATOR  
LARRY ELMEN, COUNTY ATTORNEY  
AMANDA ALLEN, CLERK OF THE BOARD  
FRANK THOMAS, BUDGET OFFICER  
SUPERVISOR WILD  
TAMMIE DELORENZO, ASSISTANT TO THE COUNTY ADMINISTER  
CHRISTINE NORTON, COUNTY TREASURER  
MOLLY GANOTES-GLEASON, LEGISLATIVE OFFICE SPECIALIST

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*Please note, the following contains a summarization of the January 23, 2024 meeting of the Criminal Justice, Public Safety & Emergency Services Committee; the meeting in its entirety can be viewed on the Warren County website using the following links:*

*Warren County website - <https://warrencountyny.gov/mma>*

*Warren County's YouTube Channel - <https://www.youtube.com/watch?v=w0hZyT9WCHA>*

Mr. Geraci called the meeting of the Criminal Justice, Public Safety & Emergency Services Committee to order at 9:03 a.m.

Copies of the Probation; Public Defender; Office of Emergency Services; Sheriff; and District Attorney agendas were distributed; copies of the agendas are on file with the meeting minutes.

Motion was made by Mr. Driscoll, seconded by Mr. Conover and carried unanimously to approve the minutes of the previous Committee meeting, subject to correction by the Clerk of the Board

Privilege of the floor and public comments were called for, but there was no one wishing to speak.

The meeting commenced with review of the Probation agenda with the following requests:

1. To increase the amount of electronic monitoring contract and specify terms of payment with KMG Monitoring in the amount of \$34,125 with the monthly payments being \$1,445 to include 40 days of coverage per month for a total of 280, each additional day over 280 will be billed at a rate of \$36 per day per youth. (Previous Resolution No. 419 of 2023)

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Motion was made by Mr. Conover, seconded by Mr. Driscoll and carried unanimously to approve the request, Subject to review by the County attorney and Purchasing Agent to ensure compliance with the Warren County Purchasing Policy. The necessary resolution was authorized for the February 16<sup>th</sup> Board Meeting. *A copy of the resolution request is on file with the minutes.*

2. For a new contract with Catalis for server upgrade due to the current server no longer supporting security updates for their case management system Caseload Explorer.

Motion was made by Mr. Strainer, seconded by Mr. Etu and carried unanimously to approve the request as presented and the necessary resolution was authorized for the February 16<sup>th</sup> Board Meeting. *A copy of the resolution request form is on file with the minutes.*

3. To amend the 2024 County Budget in the amount of \$171,437 to reflect the receipt of Pretrial grant funding (SFY 2023-24).

Motion was made by Mr. Strainer, seconded by Mr. Etu and carried unanimously to approve the request as presented and refer same to the Finance & Budget Committee. *A copy of the resolution request is on file with the minutes.*

There being no further Probation business to discuss, review of the Public Defender agenda commenced with the following requests:

1. To extend the contract with New York State Defender's Association in the amount of \$5,500 for the Public Defender Case Management System over the term commencing April 13, 2023 and terminating April 12, 2024.

Motion was made by Mr. Strainer, seconded by Mr. Driscoll and carried unanimously to approve the request as presented and the necessary resolution was authorized for the February 16<sup>th</sup> Board Meeting. *A copy of the resolution request form is on file with the minutes.*

2. To amend the Table of Organization and Salary Schedule to increase the salary of the 3<sup>rd</sup> Assistant Public Defender position from \$74,865 to \$80,521, effective February 19, 2024.
3. For a transfer of funds in the amount of \$5,656, from Budget Code A.1171 130, *Public Defender Salaries-Part Time*, to Budget Code A.1171 110, *Public Defender, Salaries-Regular*, to support the increase in salary of the 3<sup>rd</sup> Assistant Public Defender position.

Motion was made by Mr. Conover, seconded by Mr. Maday and carried unanimously to approve both requests as presented; Item 1 was referred to the Personnel, Administration and Higher Education Committee, and Item 2 was referred to the Finance & Budget Committee. *Copies of the resolution requests forms are on file with the minutes.*

There being no further Public Defender business to discuss, review of the Office of Emergency Services agenda commenced with the following requests:

1. To amend the 2024 County Budget in the amount of \$14,156.39 to carry over unused FY20 State Homeland Security Program grant funding.
2. To amend the 2024 County Budget in the amount of \$1,593.14 to carry over unused FY21 State Homeland Security Program grant funding.
3. To amend the 2024 County Budget in the amount of \$172,413 to carry over unused FY22 DHSES Domestic Terrorism Prevention State Homeland Security Program grant funding.
4. To amend the 2024 County Budget in the amount of \$4,597 to carry over unused FY22 State Homeland Security Program grant funding.

Motion was made by Mr. Etu, seconded by Mr. Strainer and carried unanimously to approve the requests as presented and refer the same to the Finance & Budget Committee. *Copies of the resolution request forms are on file with the minutes.*

5. To amend the 2024 County Budget in the amount of \$80,783.39 to carry over unused ARPA (*American Rescue Plan Act*) funding.

Motion was made by Mr. Strainer, seconded by Mr. Driscoll and carried unanimously to approve the request as presented and refer same to the Finance & Budget Committee. *A copy of the resolution request form is on file with the minutes.*

6. To extend the contract with the Glens Falls Fire Department for fire investigation services over the term commencing January 1, 2024 and terminating December 31, 2024 at a rate of \$175 per hour with a four-hour minimum. (Previous Resolution No. 699 of 2022)

Motion was made by Mr. Strainer, seconded by Mr. Etu to approve the request as presented. Upon further discussion, Messrs. Strough and Etu amended their motion and second to include a provision allowing for two additional one-year renewals upon approval by both parties. Mr. Geraci called the question and the motion as amended, was carried unanimously. Thereby authorizing the necessary resolution for the February 16<sup>th</sup> Board Meeting. *A copy of the resolution request form is on file with the minutes.*

7. To amend the contract with Mountain Medical Services to increase the fees for HazMat Team physical examinations from \$240 per exam to \$250 per exam. (Previous Resolution No. 420 of 2019)

Motion was made by Mr. Strainer, seconded by Ms. Gilligan and carried unanimously to approve the request as presented and the necessary resolution was authorized for the February 16<sup>th</sup> Board Meeting. *A copy of the resolution request form is on file with the minutes.*

Discussion Items section of the agenda was reviewed with the following items being addressed:

1. Fire Investigation Services. Addressed in Action Agenda No. 6
2. Hazard Mitigation Plan update. Provided

There being no further Office of Emergency Services business to discuss, review of the Sheriff agenda commenced with the following requests:

1. To amend the agreement with PrimeCare Medical of New York Inc. in the amount of \$117,032.75 to include providing mandated Substance Abuse Disorder (SUD) and Medication Assisted Treatment (MAT) services, for a term to commence January 1, 2024 and terminate December 31, 2024. (Previous Resolution No. 382 of 2021)
2. To authorize the appropriation of \$117,032.75 from Budget Code A.909.00, *General Fund Unappropriated Surplus*, to Budget Code A.3150 470, *Sheriff's Correction Division - Contract*, to cover the cost of mandated Substance Abuse Disorder (SUD) and Medication Assisted Treatment (MAT) services for individuals incarcerated in the Warren County Correctional Facility.

Motion was made by Mr. Strainer, seconded by Mr. Etu and carried unanimously to approve the requests as presented and the necessary resolution was authorized for the February 16<sup>th</sup> Board Meeting for Item 1 while the Item 3 was referred to the Finance & Budget Committee. *Copies of the resolution request forms are on file with the minutes.*

3. To authorize a new contract with Tyler Technologies, Inc. in the amount of \$21,624, for operating system upgrade and server migration.

Motion was made by Mr. Conover, seconded by Mr. Etu and carried unanimously to approve the request as presented and the necessary resolution was authorized for the February 16<sup>th</sup> Board Meeting. *A copy of the resolution request form is on file with the minutes.*

4. To amend Resolution No. 60 of 2023 to increase the amount for Tyler Technologies Civil Softcode software annual maintenance and support services from \$10,046.29 annually to \$10,649.08 annually.

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Motion was made by Mr. Conover, seconded by Mr. Etu and carried unanimously to approve the request as presented and the necessary resolution was authorized for the February 16<sup>th</sup> Board Meeting. *A copy of the resolution request form is on file with the minutes.*

5. To amend the 2024 County Budget in the amount of \$23,832.76 to carry over unused 2021 Interoperable Comm. Grant funding.

Motion was made by Mr. Conover, seconded by Mr. Strainer and carried unanimously to approve the request as presented and refer same to the Finance & Budget Committee. *A copy of the resolution request form is on file with the minutes.*

6. To enter into an intermunicipal agreement with Lake George Park Commission for routine service, emergency repairs, replacement part and fuel for Sheriff's Office vessels in the amount of \$75/hour for labor and to purchase parts at cost over a term to commence March 1, 2024 and terminate February 28, 2025.

Motion was made by Mr. Conover, seconded by Mr. Strainer and carried unanimously to approve the request as presented and the necessary resolution was authorized for the February 16<sup>th</sup> Board Meeting. *A copy of the resolution request form is on file with the minutes.*

Review of the Discussion Items section of the agenda was reviewed with the following items being addressed:

1. Correctional Facility Programs/Services.

There being no further Sheriff business to discuss, review of the District Attorney agenda review commenced with the following Discussion item:

1. Introduction/grant overviews.

Privilege of the floor and public comments were called for, but there was no one wishing to speak.

Mr. Strainer exited the meeting at 10:10 p.m.

As there was no further business to come before the Criminal Justice, Public Safety & Emergency Services Committee, on motion made by Mr. Etu, seconded by Ms. Gilligan and carried by a unanimous vote of those present (*Mr. Strainer absent*), Mr. Geraci adjourned the meeting at 10:12 a.m.

Respectfully submitted,  
Molly Ganotes-Gleason, Legislative Office Specialist