

CRIMINAL JUSTICE, PUBLIC SAFETY, AND EMERGENCY SERVICES COMMITTEE
SHERIFF AGENDA
OCTOBER 22, 2024

COMMITTEE MEMBERS: Supervisors Geraci, Conover, Maday, Strainer, 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: Ratifying our actions in regard to submission of the application of a New York State Governor’s Traffic Safety Committee grant and approval to accept grant funding and amend the County budget accordingly.
Rationale: Warren County Sheriff’s Office applied for and received a \$27,090 award to participate in the state wide Police Traffic Services Program with the goal to increase seatbelt usage and reduce dangerous driving behaviors.
 2. Request: Amend the County budget to increase revenues in the amount of the New York State Governor’s Traffic Safety Committee Police Traffic Services Program grant award.
Rationale: Warren County Sheriff’s Office applied for, and received, a \$27,090 award to participate in a New York State Governor’s Traffic Safety Committee Police Traffic Services Program grant. The request is necessary to amend the County budget in this amount.
 3. Request: Transfer funds within the 2024 Sheriff’s Office budget to address anticipated deficits in Corrections Foods and Law Enforcement Automotive Supplies and Repair codes.
Rationale: Significant increases in food prices, automotive parts and supplies, and automotive repairs have created a deficit in the Corrections Foods and Law Enforcement Auto Supplies and Repair codes. The transfer is necessary to address anticipated deficits.
 4. Request: Create a new temporary-provisional Patrol Sergeant position.
Rationale: The temporary provisional position will be utilized from January 1, 2025 until the retirement of a Patrol Lieutenant in March 2025. Following such retirement the provisional appointment will become permanent and the provisional position will be permanently eliminated.
 5. Request: Ratifying our actions in regard to submission of the application of a New York State STOP-DWI Foundation grant and approval to accept grant funding and amend the County budget accordingly.
Rationale: Warren County STOP-DWI applied for, and received, a \$24,500 award to participate in the state wide STOP-DWI High Visibility Engagement Campaign with the intended goal of reducing incidence of drunk and impaired driving. Highly visible, highly publicized efforts, like these campaigns have been shown to reduce alcohol and drug related fatalities.

6. Request: Amend the County budget to increase revenues in the amount of the New York State STOP-DWI Foundation grant award.

Rationale: Warren County Sheriff's Office applied for, and received, a \$24,500 award to participate in a New York State STOP-DWI Foundation grant. The request is necessary to amend the County budget in this amount.

7. Request: Amend agreement with the Lake George Park Commission to allow for the purchase and replacement of vessel fuel through the responsible/preferred vendor and specifications of the Lake George Commission.

Rationale: The amendment is necessary to comply with County purchasing and payment procedures. The agreement must allow for replacement of fuel rather than reimbursement of payments.

IV. Discussion Items:

V. Referrals/Pending Items:

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

VII. Motion to adjourn

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- Attachments:
1. Resolution Request Form No. 5 - Request for a Grant Agreement (GTSC PTS)
 2. Resolution Request Form No. 7 - Request to Amend County Budget (GTSC PTS)
 3. Resolution Request Form No. 10 - Request for Transfer of Funds (Budget Deficits)
 4. Resolution Request Form No. 11 - Request to Create New Position (Patrol Sergeant)
 5. Resolution Request Form No. 5 - Request for a Grant Agreement (STOP-DWI HVEC Grant)
 6. Resolution Request Form No. 7 - Request to Amend County Budget (STOP-DWI HVEC Grant)
 7. Resolution Request Form No. 4 - Request to Amend Existing Contract (LGPC)

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Sheriff

DATE: October 22, 2024

- (a) **Purpose of Grant:** Police Traffic Services Program (Traffic Safety Initiatives)
- (b) **Name of Grantor:** NYS Governor's Traffic Safety Committee
- (c) **Address of Grantor:** 6 Empire State Plaza, Albany NY 12228
- (d) **Grantor's Contact Person and Telephone Number:** Justin O'Connor, Director
(518) 474-5111
- (e) **Has or Will the Grant Application or Grant Agreement been provided, if so, please attach:** Yes
- (f) **Effective Date of Grant:** October 1, 2024
- (g) **Termination Date of Grant:** September 30, 2025
- (h) **Total Dollar Amount Involved (Not to Exceed):** \$27,090
- (i) **Deadline to Submit Grant Application and/or Grant Agreement:** N/A
- (j) **Is a Budget Amendment Required?:** Yes
If yes, also complete and submit Form No. 7.
- (k) **Are the funds to go into a Capital Project or Capital Reserve Project?:** No
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) **Is a Local Share Required?:** No
If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount **OR** Capital Project **OR** Capital Project Number and Title Amount:

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

* as listed in budget and LOGOS

JUSTIN O'CONNOR
Director



Department of Motor Vehicles

(518) 474-0972
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE
6 EMPIRE STATE PLAZA • ALBANY, NY 12228

September 27, 2024

Charles Geisler
Patrol Sergeant
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845-3435

Re: PTS-2025-Warren Co SO -00033-(057)
Police Traffic Services
T007324
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2024

Dear Patrol Sergeant Charles Geisler:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Warren County Sheriff's Office has been awarded a total of \$27,090 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$5,178
Regular PTS Enforcement	\$20,712
Other Than Personal Services	\$1,200
Grand Total	\$27,090

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, **and** signed by, the New York State Governor's Traffic Safety Committee.

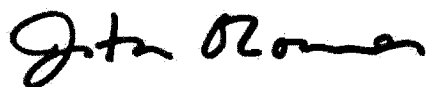
Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

TrafficSafety.ny.gov

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin O'Connor". The signature is fluid and cursive, with the first name "Justin" and last name "O'Connor" clearly distinguishable.

Justin O'Connor
Director

JMO:bp
Enclosure
cc: Megan Patry
Monica Girard

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T007324</p> <p>CONTRACT TYPE (select one):</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p> <p>WARREN COUNTY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) <input type="checkbox"/> Amendment (list periods)</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002438 Federal Tax ID Number: 146002576</p>	<p>PROJECT NAME:</p> <p>Police Traffic Services - PTS (PTS-2025-Warren Co SO -00033-(057))</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 20.600</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>1340 STATE RTE 9 LAKE GEORGE, NY 12845</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address 1340 STATE ROUTE 9 LAKE GEORGE, NY 12845</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address 1400 STATE ROUTE 9 LAKE GEORGE, NY 12845</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p> <p>ben.geisler@warrencountysheriffny.us</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

¹ For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any

county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not- for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real

property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the

terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
 - b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169- 2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash

and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or

contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III (F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation

Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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: October 22, 2024

(a) **Purpose of Amendment:** Amend County Budget to reflect revenues from a New York State Governor’s Traffic Safety Committee Police Traffic Services Program grant award.

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

A.3110 120	Sheriff’s Law Enforcement	\$27,090
	Salaries - Overtime	

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

A.3110 3384	Sheriff’s Law Enforcement	\$27,090
	Other Sheriff’s State Aid	

JUSTIN O'CONNOR
Director



Department of Motor Vehicles

(518) 474-0972
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE
6 EMPIRE STATE PLAZA • ALBANY, NY 12228

September 27, 2024

Charles Geisler
Patrol Sergeant
Warren County Sheriff's Office
1400 State Route 9
Lake George, NY 12845-3435

Re: PTS-2025-Warren Co SO -00033-(057)
Police Traffic Services
T007324
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2024

Dear Patrol Sergeant Charles Geisler:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Warren County Sheriff's Office has been awarded a total of \$27,090 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$5,178
Regular PTS Enforcement	\$20,712
Other Than Personal Services	\$1,200
Grand Total	\$27,090

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, **and** signed by, the New York State Governor's Traffic Safety Committee.

Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

[TrafficSafety.ny.gov](https://trafficsafety.ny.gov)

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: SHERIFF

SIGNED: _____

DATE: October 22, 2024

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3150 110	Corrections Salaries - Regular	A.3150 445	Correction Division - Foods	\$60,000
A.3150 110	Corrections Salaries - Regular	A.3110 441	Law Enforcement - Auto Supplies & Repair	\$50,000

Please state reason for transfers requested: Due to significant increases in food prices, automobile parts, and vehicle repairs the salary codes above are anticipated to be in deficit prior to year-end.

CONTINGENT FUND TRANSFER REQUESTS

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

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

RESOLUTION REQUEST FORM NO. 11**Request to Create New Position**

DEPARTMENT NAME: Sheriff

DATE: October 22, 2024

- (a) **Title of Requested Position:** Patrol Sergeant #11-C (*Contingent Position*)
- (b) **Annual Base Salary (and Grade of Applicable):** \$66,111
- (c) **Effective Date for New Position:***
 *Please do not backdate unless the purpose is to correct an error.
 January 1, 2025 - March 31, 2025
- (d) **List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request (Include annual salary and grade if applicable):**
 N/A
- (e) **Where are Funds in the Budget for this Position?**
List Budget Code, Object Code, Full Title and Amount:
 A.3110 110 General Sheriff's Law Enforcement - Salaries - Regular
- (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 with the current budget:
 Law Enforcement Salaries - Regular has sufficient funding for the temporary position
- (g) **Has Director of Human Resources Reviewed and Approved the New Position?** Yes No
*(Approval is necessary **BEFORE** bringing the request to Committee)* HR Director Initial _____
- (h) **Has County Administrator Reviewed and Approved Creation of New Position?** Yes No
*(Approval is necessary **BEFORE** bringing the request to Committee)* Co. Admin Initial _____
- (i) **Is this a mandated position?** Yes No
If yes, please explain:
- (j) **Is there expected revenue from this position?** Yes No
If yes, please explain and complete Resolution Request Form No. 07 - Amend County Budget to recognize revenue:

RESOLUTION REQUEST FORM NO. 5***Request to Apply for a Grant Application and Grant Agreement*****DEPARTMENT NAME:** Sheriff**DATE:** October 22, 2024

- (a) **Purpose of Grant:** NYS STOP-DWI High Visibility Engagement Campaign focused on reducing incidences of drunk and impaired driving
- (b) **Name of Grantor:** NYS STOP-DWI Foundation, Inc.
- (c) **Address of Grantor:** 1170 Phoenix Avenue, Schenectady NY 12307-2602
- (d) **Grantor's Contact Person and Telephone Number:** Tracy Mance, Chairperson
- (e) **Has or Will the Grant Application or Grant Agreement been provided, if so, please attach:** Yes
- (f) **Effective Date of Grant:** October 1, 2024
- (g) **Termination Date of Grant:** September 30, 2025
- (h) **Total Dollar Amount Involved (Not to Exceed):** \$24,500
- (i) **Deadline to Submit Grant Application and/or Grant Agreement:** N/A
- (j) **Is a Budget Amendment Required?:** Yes
If yes, also complete and submit Form No. 7.
- (k) **Are the funds to go into a Capital Project or Capital Reserve Project?:** No
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) **Is a Local Share Required?:** No
If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount OR Capital Project OR Capital Project Number and Title Amount:

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

* as listed in budget and LOGOS



October 9, 2024

Warren County STOP-DWI
Via email

Please accept this letter as official notification of a High Visibility Engagement Campaign award in the amount of \$24,500 for use in your county. Initial each line below, sign the bottom and **scan back a copy of this letter**, there is no need to send me a hard copy. This will serve as your acceptance of these funds. Failure to return this form will result in non-reimbursement. Let me know if you have any questions.

_____ All HVEC efforts must include increased visibility and engaging the public with educational materials (STOP-DWI Coordinator will complete **ONE** HVEC Activity Form for each HVEC)

_____ All High Visibility Engagement Campaigns must be “High Visibility” which is defined by NHTSA as ‘a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors.’ [High Visibility Enforcement \(HVE\) Toolkit | NHTSA](#)

- High visibility enforcement plan must contain Enforcement, Visibility and Publicity.
- All High Visibility Engagement Campaigns must be **multi-agency events**, meaning more than one agency must do some kind of patrol or road check during the designated times (agencies do not have to work together).

_____ High Visibility Engagement Campaigns funds cannot be used to enforce navigation laws.

_____ Distribute the HVEC dates to your agencies as activity must fall within these dates (unless permission has been granted for alternate dates).

Halloween 2024	10/31-11/3
Thanksgiving 2024	11/27-12/1
Holiday 2024-2025	12/11 – 1/1
Super Bowl 2025	2/9-2/10
St Pat’s 2025	3/13-3/18
420 Drug Day	4/18 – 4/20
Memorial Day 2025	5/23-5/26
June 100 Days of Summer	6/5-6/8; 6/12-6/15; 6/19-6/22; 6/26-6/29
July 4 2025	7/3-7/6
July 100 Days of Summer	7/10 – 7/13; 7/17 – 7/20; 7/24-7/27
August 100 Days of Summer	7/31 – 8/3; 8/7 – 8/10
End of Summer 2025	8/13-9/1

Tracy Mance (Albany) – Chairperson
Jason Widrick (Jefferson) – Vice-Chairperson

Melanie Churakos (Cattaraugus) - Secretary
John Winchell (Washington) – Treasurer



_____ All PS-1's must be complete and accurate and cannot be signed by anyone who is claiming hours on the form. https://nysdmv-opa.custhelp.com/web-determinations/startsession/GTSC_STOP_DWI_Grants_Hours

_____ All PS-1's and activity sheets will be scanned to Tammi McIntyre, Grant Administrator **within 45 days** of each High Visibility Engagement Campaigns except for the Labor Day Campaign and that paperwork must be submitted by **September 20th** due to the grant end date. **Paperwork submitted after 45 days (or 9/20 for Labor Day) shall not be considered for reimbursement**

My signature here shall serve as acceptance of the grant detailed above and my initials above serve as acknowledgement of the items that I am responsible for.

Monica Girard
Warren County STOP-DWI Coordinator

Tracy Mance

Tracy Mance, Chairperson
STOP-DWI Foundation, Inc.

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: October 22, 2024

(a) **Purpose of Amendment:** Amend County Budget to reflect revenues from a New York State STOP-DWI Foundation High Visibility Engagement Campaign grant

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

A.3110 120	Sheriff's Law Enforcement	\$24,500
	Salaries - Overtime	

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

A.3315 3615	STOP DWI Program	\$24,500
	STOP DWI Grant	



October 9, 2024

Warren County STOP-DWI
Via email

Please accept this letter as official notification of a High Visibility Engagement Campaign award in the amount of \$24,500 for use in your county. Initial each line below, sign the bottom and **scan back a copy of this letter**, there is no need to send me a hard copy. This will serve as your acceptance of these funds. Failure to return this form will result in non-reimbursement. Let me know if you have any questions.

_____ All HVEC efforts must include increased visibility and engaging the public with educational materials (STOP-DWI Coordinator will complete **ONE** HVEC Activity Form for each HVEC)

_____ All High Visibility Engagement Campaigns must be “High Visibility” which is defined by NHTSA as ‘a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors.’ [High Visibility Enforcement \(HVE\) Toolkit | NHTSA](#)

- High visibility enforcement plan must contain Enforcement, Visibility and Publicity.
- All High Visibility Engagement Campaigns must be **multi-agency events**, meaning more than one agency must do some kind of patrol or road check during the designated times (agencies do not have to work together).

_____ High Visibility Engagement Campaigns funds cannot be used to enforce navigation laws.

_____ Distribute the HVEC dates to your agencies as activity must fall within these dates (unless permission has been granted for alternate dates).

Halloween 2024	10/31-11/3
Thanksgiving 2024	11/27-12/1
Holiday 2024-2025	12/11 – 1/1
Super Bowl 2025	2/9-2/10
St Pat’s 2025	3/13-3/18
420 Drug Day	4/18 – 4/20
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June 100 Days of Summer	6/5-6/8; 6/12-6/15; 6/19-6/22; 6/26-6/29
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August 100 Days of Summer	7/31 – 8/3; 8/7 – 8/10
End of Summer 2025	8/13-9/1

Tracy Mance (Albany) – Chairperson
Jason Widrick (Jefferson) – Vice-Chairperson

Melanie Churakos (Cattaraugus) - Secretary
John Winchell (Washington) – Treasurer



_____ All PS-1's must be complete and accurate and cannot be signed by anyone who is claiming hours on the form. https://nysdmv-opa.custhelp.com/web-determinations/startsession/GTSC_STOP_DWI_Grants_Hours

_____ All PS-1's and activity sheets will be scanned to Tammi McIntyre, Grant Administrator **within 45 days** of each High Visibility Engagement Campaigns except for the Labor Day Campaign and that paperwork must be submitted by **September 20th** due to the grant end date. **Paperwork submitted after 45 days (or 9/20 for Labor Day) shall not be considered for reimbursement**

My signature here shall serve as acceptance of the grant detailed above and my initials above serve as acknowledgement of the items that I am responsible for.

Monica Girard
Warren County STOP-DWI Coordinator

Tracy Mance

Tracy Mance, Chairperson
STOP-DWI Foundation, Inc.

RESOLUTION REQUEST FORM NO. 4***Request for Extending, Rescinding or Amending Existing Contract*****DEPARTMENT NAME:** Sheriff**DATE:** October 22, 2024

- (a) **Purpose of Contract Change:** Amend Sheriff's Office agreement with the Lake George Park Commission to allow for the purchase and replacement of fuel through the responsible/preferred vendor and specifications of the Lake George Commission.
- (b) **Resolution Number, or Numbers if Amended, which Authorized the Original Contract:** No. 39 of 2024
- (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
(518) 668-9347
- (f) **Commencement Date of Extension:** 03/01/2024
- (g) **Termination Date of Extension:** 02/28/2025
- (h) **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
- (i) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

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

A.3110 442 General Sheriff's Law Enforcement - Automotive Gas & Oil (Fuel)

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

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement (the “Agreement”) is made by and between the COUNTY OF WARREN, 1340 State Route 9, Lake George, New York 12845 (“County”) and the LAKE GEORGE PARK COMMISSION, with principal office and place of business located at 75 Fort George Road, Lake George, New York 12845 (“Commission”).

WHEREAS, the County Sheriff’s office is organized and empowered under Article 17 of the County Law, and

WHEREAS, the Commission is a New York State Agency organized and empowered under Article 43 of the Environmental Conservation Law, and

WHEREAS, in the interest of economy and efficiency, the County Sheriff has made a request to the Commission for an Agreement for the Commission to provide routine service, emergency repair services, replacement parts and fuel for the Sheriff’s Office vessels, and

WHEREAS, in consideration of the services delivered by the Commission, the County shall pay the Commission a fixed labor rate of Seventy-Five Dollars (\$75.00) and parts and fuel are to be billed at the cost incurred by the State of New York, and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of memorializing their understanding with respect to the obligations and duties of the parties hereto,

NOW, THEREFORE, the parties hereto agree as follows:

1. The Commission and the County agree that the Commission shall provide marine vessel services as provided herein at the agreed upon fixed labor rate of Seventy-Five Dollars (\$75.00) per hour and with parts and fuel to be billed at the cost incurred by the State of New York.
2. The County shall make payments within thirty (30) days after receiving a completed invoice.
3. Not more than one (1) time annually, and on such date as the parties can agree upon, the County Sheriff shall, upon request of the Commission, submit for Board approval, any changes in compensation.
4. This Agreement shall commence on March 1, 2024 and terminate on February 28, 2025. Either party may terminate this Agreement with or without cause at any time or for convenience upon thirty (30) days written notice by either party.
5. Relationship of the parties:
 - a. The relationship of the Commission to the County, individually, arising out

of this Agreement shall be that of an independent contractor. The Commission, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither Commission, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Commission as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, disability coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

- b. All personnel of the Commission shall be within the employ of the Commission, which alone shall be responsible for their work, direction and compensation. Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, liabilities or obligations of the commission or any person, firm, company, agency, association, corporation, or organization engaged by Commission as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, disability coverage, and workers' compensation, and Commission hereby agrees to indemnify and hold harmless the County against any liabilities.

6. Any type of discrimination and harassment is against Warren County policy and is unlawful. The Commission acknowledges and agrees that it has read the entire Warren County Policy Against Discrimination and Harassment (hereinafter the "Policy"), a copy of which can be found at https://www.warrencountyny.gov/sites/default/files/hr/docs/forms/harassment_policy.pdf. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates the entire Policy as a material term of this Agreement. The Commission shall follow the Policy in its entirety. If a complaint does arise, the Commission is to notify Warren County promptly. To the fullest extent permitted by law, the Commission 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 Commission and/or agent's breach of this Policy.

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

8. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall

constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signature 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.

9. 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.

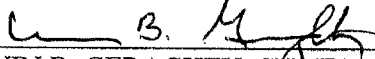
10. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement and signed by the a duly authorized representative of the County. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the latest date written below.

Approved as to Form:

COUNTY OF WARREN


Assistant Warren County Attorney

By: 
KEVIN B. GERAGHTY, CHAIRMAN
Board of Supervisors

Date: March 1, 2024

Date: 3/4/24

LAKE GEORGE PARK COMMISSION

By: 

Print Name: Dave Wick

Title: Executive Director

Date: 3/5/24

Warren County Board of Supervisors

RESOLUTION NO. 39 OF 2024

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, CONOVER, MADAY, STRAINER, GILLIGAN, DRISCOLL, AND ETU

AUTHORIZING INTERMUNICIPAL AGREEMENT WITH LAKE GEORGE PARK COMMISSION FOR ROUTINE SERVICE, EMERGENCY REPAIRS, REPLACEMENT PARTS AND FUEL FOR THE SHERIFF'S OFFICE VESSELS

WHEREAS, the Warren County Sheriff requested and the Criminal Justice, Public Safety & Emergency Services Committee approved a proposed agreement with the Lake George Park Commission for routine service, emergency repair services replacement parts and fuel for the Sheriff's Office vessels with labor performed at the fixed rate of \$75.00 and parts and fuel billed at the cost incurred by the State of New York, now, therefore be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an intermunicipal agreement with Lake George Park Commission, 75 Fort George Road, Lake George, New York 12845, for routine service, emergency repairs, replacement parts and fuel for the Sheriff's Office vessels, with labor costs not to exceed Seventy-Five Dollars (\$75) per hour and with parts and fuel to be billed at the cost incurred by the State of New York, for a term commencing March 1, 2024 and terminating February 28, 2025, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds for this agreement shall be expended from Budget Code A.3110 441, Sheriff's Law Enforcement, Auto-Supplies & Repair, and Budget Code A.3110 442, Sheriff's Law Enforcement, Automotive - Gas & Oil.