

Economic Growth & Development Committee
Planning & Community Development Agenda
January 24, 2024

COMMITTEE MEMBERS: Supervisors **Etu**, Strough, Bean, Maday, Turner, Dickinson and Wild - *Chair of the Board shall serve as an Ex-Officio member when needed in accordance with the Section C(4) of the Rules of the Board*

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 1. Resolution Request to enter into new contract with LaBella for development of Housing Strategy
Rational: Warren County Planning Department solicited quotes to develop a “Housing Strategy” in order to develop an actionable plan based off the findings from the recently completed Warren County Housing Study. Contract is not to exceed \$16,000
 2. Resolution Request to renew of contract with VHB for GIS services
Rational: VHB provides high level technical support to Warren County GIS
 3. Resolution Request to accept grant funding from Homes and Community Renewal for RESTORE
Rational: Warren County applied for and was awarded funding to support emergency home repairs for seniors. This program will be administered by the Planning Department.
 4. Resolution Request to create new position “GIS Specialist, part-time”
Rational: The Department would like to retitle the existing part-time Associate Planner position due to a retirement. This will support ongoing GIS activities.
 5. Resolution Request to Transfer Funds- Salaries
Rational: Transfer of salaries to account for new position of “GIS Specialist, part-time.” Funding is coming from a vacant position.
- IV. Discussion Items:
 1. Department Overview
 2. Smart Growth Grant
- V. Referrals/Pending Items:

None
- 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 to enter into new contract with LaBella, project solicitation, project proposal
2. Resolution Request to renew contract with VHB, contract document
3. Resolution Request to accept RESTORE grant funding, award letter
4. Resolution Request to create new position “GIS Specialist”
5. Resolution Request to Transfer Funds- Salaries

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Planning

DATE: 1/11/2024

- (a) Is this a Result of a Bid or Request for Proposal?
Yes, a request for quotes
- (b) Purpose of Contract:
To provide professional planning services to develop a Warren County Housing Strategy. This project is intended to advance the recently completed Housing Needs Study.
- (c) Name of Contractor:
LaBella Associates
- (d) Address of Contractor: **20 Elm Street, Glens Falls NY 12801**
- (e) Contractor's Contact Person and Telephone Number:
Norabelle Greenberger, 518-824-1933 ngreengerger@labelaPC.com
- (f) Has or will the Contract be provided, if so, please attach:
Project scope and proposal is attached.
- (g) Commencement Date of Contract:
Anticipated February 2024
- (h) Termination Date of Contract:
December 2024
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed **\$16,000**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
Monthly Invoicing
- (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:

H420

**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

Request for Quotes for Implementation Strategy Development for Warren County Housing Study

Purpose: Warren County recently completed [the “Housing Needs Study and Market Demand Analysis”](#) in October 2023. The study provides a detailed analysis of current housing conditions in Warren County and includes some general recommendations to address identified housing gaps. Based on the findings from the Housing Study the Warren County Planning Department would like to identify the most effective use of resources to have an impact on our county’s growing housing needs.

This effort will require outreach to partners in the housing realm to understand what their current capacity is, what challenges they face, what future operational plans they are developing, and what existing partnerships they are utilizing. Through the process of reaching out to stakeholders, the review of relevant background information (see below), and the evaluation of current and pending federal, state, and local housing programs it is anticipated that the contractor will be able to identify the most effective opportunities for Warren County to contribute resources to address housing issues.

Background Information:

- Warren County Housing Study and associated materials <https://warren-county-housing-warrencountyny.hub.arcgis.com/>
- Lake Champlain Lake George Regional Planning Board’s “Building Balanced Communities for the North County: A Comprehensive Housing Study and Strategy” <https://www.lclgrpb.org/workforce-housing>
- Town and Village of Lake George Workforce Housing Market Study <https://public.warrencountyny.gov/gis/housing/Final%20Report%20-%20Workforce%20Housing%20Market%20Analysis%20-%20Town%20of%20Lake%20George.pdf>
- A Place to Start: Adirondack Housing Resources <https://www.adirondackfoundation.org/sites/default/files/2023-03/A%20Place%20to%20start%20v6.pdf>

Deliverables:

- A brief summary of regional housing programs (by community organizations, regional entities, state entities, municipalities, etc.) that may impact Warren County. Which organizations are expanding their reach into Warren County? Are new programs being launched at the regional and state level that could impact how housing work is done in Warren County? Do existing organizations have the capacity to work in Warren County? What are the available resources that Warren County entities are not tapping into?
- The identification of priority actions that Warren County is best suited to undertake to address housing needs and support regional housing programs and activities. This will include a detailed implementation matrix (funding, partners, priority, obstacles, opportunities) oriented specifically towards Warren County as well as a written report. A strategy to implement the highest priority recommendation should be outlined.
- One roundtable meeting with either the Economic Growth and Development Committee or planning and economic development practitioners in Warren County (municipal planners, Town

Supervisors, representatives from Warren County Economic Development Corporation, etc.). This meeting would be to vet initial recommendations before finalization.

- A public presentation of the recommendations to the Warren County Board of Supervisors.

Evaluation Criteria:

25% Timeliness- Warren County would like this project completed by May 2024.

25% Local and Regional Knowledge- a working knowledge of the regulatory environment, community and state organizations, and the typical funding sources available to municipalities for housing programs in the context of New York State and the Adirondack Park.

25% Past Experience- the proposer should have experience in developing housing studies and strategic plans. References for previous projects will help evaluate the contractors relevant experience.

25% Qualifications- The proposer have a background in economic development, public policy, community planning or a similar field/s.

Budget Expectations: The budget for this project is \$16,000.

Submission Guidelines: Warren County will be soliciting quotes for a two-week period starting on December 7th 2023 and ending on December 21st, 2024. All submissions should be emailed to gaddye@warrencountyny.gov Submissions should be no longer than 6 pages.

Contact Information: Ethan Gaddy AICP, Warren County Planner. Office (518) 761-6553.
gaddye@warrencountyny.gov

Timeline for Review: The Warren County Planning Department is expected to select a contractor before December 31st, 2023. Final approval of contractor selection will occur during the January or February 2024 Warren County Board of Supervisors meeting.

Proof of Insurance: Please note that the selected contractor will be required to provide proof of insurance in order to complete an agreement and enter into a contract with Warren County. The following proofs are required; General Liability, Automobile Liability, Workers Compensation, Disability. This information is not required until a contractor has been selected and is not being requested in this solicitation.



December 20, 2023

Ethan Gaddy, AICP
County Planner
Warren County Planning Department
1340 State Route 9
Lake George, NY 12845

**RE: Proposal for Implementation Strategy Development
for Warren County Housing Study
LaBella Proposal P2400583**

Dear Mr. Gaddy:

We are very familiar with Warren County's housing needs having recently reviewed the County's *Housing Needs Study and Market Demand Analysis* (Study), as well as the local studies, in our work to advance the Warren County Comprehensive Plan. This, and our work preparing the *Forward Together Economic Recovery and Resiliency Plan*, have given us key insight and awareness of housing in Warren County and how it impacts all aspects of the region. We believe we are uniquely qualified to assist you with the development of the **Warren County Housing Solutions Implementation Strategy**.

LaBella Associates would work with Warren County to identify and engage stakeholders and partners, moving to align organizational competencies to build a collaborative effort to address the County's housing needs. We have been fortunate over the last several years to establish a foundation of trust and respect across the local planning community because of our transparency and commitment to the needs of the community.

We truly appreciate our working relationship with our client partners, especially Warren County, and have developed a workplan based on our understanding of your objectives. We are flexible in our approach and can refine the work plan to acknowledge your insight and the participation of County planning and its partners.

Scope of Services

Task 1: Review of Prior Efforts and Inventory of Housing Programs/Providers

We have reviewed and summarized the recommendations from recently completed housing studies across the County, including the *Warren County Housing Study*, LCLGRPB's *Building Balanced Communities*, T/V Lake George Workforce *Housing Study*, and *Queensbury Housing Needs Analysis*. This work will help us jump start our efforts.

We will review *A Place to Start: Adirondack Housing Resources* and the inventory of local, regional, and State agencies that have a role to play in addressing housing quality and needs. Using this information, we will assemble an Action Matrix of programs, organizations, providers, and key stakeholders and begin aligning recommendations with the players.

Based on our review of the recommendations, a series of themes or categories of recommendations are emerging.

What is the County's Role?

- Organize/Lead Housing Task Force
- Consider Dedicated Staff
- Coordinate/Lead Funding Support
- Technical Resource Provider
- Model Ordinance Provider
- Advocate and Educate Communities
- Assist Communities in Defining What They Want/Their Role
- Leverage Regional Resources
- Reboot Housing Rehab
- Housing Developer/Partner
- Funding Options-Dedicated Funding Stream



Preliminarily, these include zoning/land use, existing housing quality/housing rehabilitation, new home construction, alternative housing forms, capital, and leadership/collaboration. Each theme has a series of issues and opportunities to unpack.

The Action Matrix will include the list of actions, possible roles for participants and collaborators, and potential leaders for initiatives. As we know, the County does not necessarily have jurisdiction on many of the recommendations/actions, but can provide leadership, acting as facilitator, partner, technical resource, and potential source of financial support.

We would work with you to build this framework for action and develop a strategy to engage stakeholders and collaborators. The draft Action Matrix will be reviewed with the client/Committee at Meeting #1.

Task 2: Outreach/Survey of Housing Partners

There are a range of housing partners that will be vital to the success of any strategy at the County level. These stakeholders are familiar with the housing issues the County is facing, and many have participated as stakeholders or attendees in past housing plans and conferences.

With this background, the process for outreach will be to focus on two key questions: "What do they envision for their role in addressing the problem?" and "How can collaboration be enhanced for the success of the housing strategy?"

Initial outreach to candidate partners may include a mailer announcing the initiative and a simple survey to gauge interest and to validate each participant's staffing, current role(s), area of focus, and resources. In this way, we can refine the Draft Action Matrix established under Task 1. It may be appropriate to have some one-on-one conversations with key candidate partners to build a foundation of understanding and collaboration. We envision direct outreach to 8-10 key candidates.

We will present the results of the partner outreach and the updated Action Matrix with the client/Committee at Meeting #2.

Task 3: Housing Solution Implementation Plan

We envision that the Housing Solution Implementation Plan will summarize the work performed and prioritize solutions. Implementation strategies will include a mix of local, State, and Federal programs to address housing needs. Strategies will also include regulatory and policy recommendations. For each recommendation, we will summarize available funding sources and requirements and will make recommendations as to strategies for pursuing funding. These will include taking actions to ensure that applications are aligned with funding source requirements. There are a series of pending State/Federal housing initiatives, and we will identify and evaluate those as part of this effort.

The Plan will identify key elements or actions the County can lead. We will meet with the County staff (or committee) to preview and prioritize actions. We will also build a budget associated with the implementation activities that the County can use for funding requests (as noted above) and budget initiatives. We anticipate a five-year (or multi-year) budget plan. We anticipate the County actions will include some **Bold Ideas** such as establishing a fund to address housing needs and exploring the use of the property transfer tax, occupancy tax or other means to capture revenues for this initiative. We will work with you to develop a strategy to explore the path forward once the Implementation Plan is complete.

Housing Partners

- Chief Elected Officials
- LCLGRP
- Local Planners (Lake George, Queensbury, Bolton, etc.)
- Habitat for Humanity
- Glens Falls Housing Authority
- Adirondack Roots
- EDC Warren County
- NYS HCR
- USDA
- Regan Development
- Kearney Group
- Franklin County Land Bank
- AdkAction
- Housing Trust
- ANCA/Cooperative Development
- Adirondack Common Ground Alliance
- Realtors
- Developers/Investors
- Rural Housing Coalition
- Rural Preservation Company (RPC)
- Key Employers/Health Care



We also think the Implementation Plan should include the establishment of a multi-agency collaborative dedicated to implementing housing solutions, a Housing Task Force. The Plan will identify roles and a leadership structure for a Housing Task Force. We think it is important that the Housing Task Force meet periodically to track and champion action. The Implementation Plan will establish a structure for the continued work of the Housing Task Force to advance the priority strategies. As part of this framework, the Plan will include metrics for success, such as a list of numerical goals and associated milestones, that the Task Force can use to track and monitor progress and uncover shortfalls.

The draft Plan will be shared with the client/steering committee at Meeting #3 for review before finalizing. We will present the Plan to the County Supervisors at a regular Board meeting.

As we note in our introduction, we are flexible in our approach and have learned that the County is a valuable partner/contributor in this exercise. We would work with you to fine-tune this approach to ensure we move solutions forward. To this end, we considered proposing a Housing Forum; an event where we gather all stakeholders, elected officials, and other key players to meet and explore the issues and opportunities around the various solutions. This may further help align the housing solutions with partner roles and build a working collaborative for action, increasing awareness and support for action. We can discuss this, and other options, should we be selected to assist you.

We have included a simple schedule, a listing of staff resources (Housing Team), and select project experience for your review. Our fee for services outlined herein aligns with the budget included in the RFP.

We look forward to discussing this proposal with you in person.

Respectfully submitted,

LaBella Associates

Norabelle Greenberger, AICP
Senior Planner

Christopher Round, AICP
Vice President, Planning Discipline Leader

Schedule

	January	February	March	April
Task 1: Action Matrix	👥			
Task 2: Partner Outreach		👥		
Task 3: Implementation Plan				👥

= Client/Committee Meeting



LaBella's Housing Team

Norabelle Greenberger, AICP – Senior Planner - Project Manager

Norabelle is a Senior Planner with ten years of experience in community, environmental, and transportation planning. Her work and responsibilities have included developing community-based plans, including Comprehensive Plans, Brownfield Opportunity Area Nomination Studies, Downtown Revitalization Initiative plans, streetscape plans, economic development plans, and housing studies. Norabelle is experienced with many funding programs, project implementation strategies, and SEQR. She led a five-county economic recovery and resiliency plan ("Forward Together") post-COVID for the Lake Champlain/Lake George Regional Planning Board and served as Lead Analyst and Author for the City of Watervliet's Housing Study.

Devin Bulger – Planner

Devin brings 10 years of grant writing and administration experience to his role as Planner at LaBella Associates. He specializes in grant writing and administration, project management, and demographic and market analysis. Devin drives organizational projects by communicating project deliverables, delegating tasks, tracking progress to completion, and collaborating on an individual and group basis. He integrates project conceptualization, research, data analysis, and problem-solving skills to address and overcome obstacles. He is currently working on Warren County's County-wide Comprehensive Plan, and profiled, gathered, and analyzed County and municipal housing trends. He also facilitated public engagement events related to the Village and Town of Greenwich's Comprehensive Plan, including zoning and housing recommendations.

Derik Kane, AICP – Senior Planner - Data Analyst

Derik is a Senior Planner with over a decade of experience in both the public and private sectors. He has a broad range of experience which includes projects focused on local downtown revitalization and economic development; housing; comprehensive planning and zoning; smart growth; trails and open space planning; pedestrian accessibility and transportation alternatives; and agricultural and farmland protection. Derik has particular expertise in demographic analysis and data analytics. He has served as Senior Planner on multiple housing projects including a housing market study for Home Headquarters, a housing snapshot for Orleans County, a derelict properties update for Wayne County, the Lewis County Housing Study and, while Senior Planner for Genesee County, a housing needs assessment for the County.

Joshua Greene – Planner - GIS Analyst

Josh is a planner with experience in both the public and private sector, having worked previously as the environmental planner for the City of Niagara Falls. He has a broad range of experience including projects focused on SEQR and NEPA review, floodplain and brownfield development administration, site plan review, downtown revitalization development, and ecosystem service and sustainability planning. Josh is a skilled user of GIS and provides GIS project support to all types of projects to enhance communications of technical data to a broad audience.

Mirren Galway – Planner

Mirren is a relatively new addition to the LaBella Housing Team. She previously worked as a Budget Analyst for the New York State Assembly Ways and Means office where she was responsible for a diverse range of data gathering, analysis and reporting responsibilities with a focus on health care. She is a skilled technical writer, researcher, and effective communicator.



Experience

LaBella Associates Planners have a deep and diverse set of experiences in helping communities address housing related issues. We have worked with local communities and counties to identify housing needs, define affordability gaps, and prepare forward-looking projections of population growth and housing demand. We have written housing-friendly zoning regulations and assisted public and private clients with identifying and evaluating sites suitable for housing including senior housing, workforce/multifamily, and special needs housing. We are focused on developing solutions, securing funding for clients, and advocating for progressive approaches to addressing the housing crisis. Below are some representative examples of this work.

Housing Studies

Needs assessment, affordability evaluation, market study, housing strategy

- City of Watervliet
- Lewis County
- Genesee County
- Village of Green Island
- Schoharie County

Housing/Population Projections

Population projections, demographic profiles, growth analysis, housing demand/impact evaluations

- Chappaqua School District
- Queensbury Buildout/Population Projections
- Lake George Data Atlas
- Catskill Watershed Buildout Analysis
- Kiryas Joel Annexation Analysis

Affordable Housing Providers

Concept to construction, site survey, civil engineering, design, permitting, strategy development, funding

- Dakota Partners
- DePaul Partners
- Neighbors of Watertown
- Albany Housing Authority
- Glens Falls Housing Authority
- Hudson River Housing

Land Banks

Architectural services, building evaluation, environmental due diligence, property transaction screens, derelict property inventory

- Troy Community Land Bank
- Albany County Land Bank
- Livingston County Land Bank
- Finger Lakes Regional Land Bank

Site Selection

Site prospecting, site evaluation, feasibility analysis, code reviews

- Home HQ
- NYSERDA Build Ready

Community/Comprehensive Plans

We have developed over 20 comprehensive plans in the last five years with communities large and small addressing housing related issues.

Land Use & Zoning

Land use code housing friendly evaluations, model ordinance development, inclusionary zoning, accessory dwelling unit regulations

- Ulster County On-Call Housing Specialists (with HR&A)
- Town of Olive

Senior Housing

Architectural and civil engineering services for community living centers, small house design, memory care

- Woodland Pond at New Paltz,
- Bath VA Community Living Center,
- People United for Sustainable Housing (PUSH) Senior House and Community Center, Buffalo, NY
- Valley Health Services Senior Living Community, Herkimer, NY

Funding

Funding for housing development, rehabilitation, public housing, infrastructure; grant administration and technical assistance.

Successful in securing over \$40M in funds from these key programs

- HOME
- CDBG
- RESTORE
- NY Main Street



We chose to highlight two projects we are currently working on that are illustrative of our local knowledge and housing experience.

Schoharie County Housing Study

LaBella is currently working with Schoharie County in developing its first ever Housing Plan. Schoharie County is a sparsely populated, largely rural, agricultural region. Housing stock is aging and predominately single family, and housing quality is an issue of concern. The project includes a housing inventory/conditions assessment, a housing demand analysis, identification of cost burden households (owner and renter), and barriers to affordability. Schoharie County is interested in taking an active role and LaBella will explore possible sites for housing development.

The County is also particularly interested in understanding and addressing special needs housing, including nursing, assisted, and independent living for seniors.

Schoharie County will utilize the study findings to support the development of affordable housing initiatives, supportive housing programs, and other projects/programs to address housing needs in this very rural county, including grant applications to multiple State and Federal agencies. Private developers will also be able to utilize the findings to assess the demand for housing and to support their projects.

Warren County County-wide Comprehensive Plan

Warren County engaged LaBella Associates to prepare a County-wide Comprehensive Plan. Building on a range of projects completed by the County in recent years, the plan will establish a vision, goals, and objective for the County for the next 20 years. The project was initiated with a series of meetings/interviews with County Department representatives with a focus on understanding internal department needs and priorities as well as issues and opportunities impacting the County and its citizen constituencies.

The project includes a community survey, extensive stakeholder interviews, and outreach, including interviews with collaborative partners to understand the strengths and weaknesses of the County.

Key themes are emerging, and it is envisioned that the plan and recommendation will be organized around the Built Environment (Housing, Transportation, Infrastructure), Quality of Life, the Economy and the Natural Environment. For each of these areas, the Plan is identifying what role the County will play, where it has influence and/or control, and how the County can be most effective.

The Plan will serve not just as a vision for the future, but a guidepost for the County to protect quality of life and be good stewards for the natural environment while promoting housing choice and the economy.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Planning Department

DATE: 1/10/24

- (a) Purpose of Contract Change:
Extend agreement with VHB for GIS technical support services
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:
63 of 2023
- (c) Name of Contractor:
VHB
- (d) Address of Contractor: **100 Great Oaks Blvd
Suite 118
Albany NY 12203**
- (e) Contractor's Contact Person and Telephone Number:
Christine Smith 518-389-3600
- (f) Commencement Date of Extension: **2/1/2024**
- (g) Termination Date of Extension: **12/31/2024**
- (h) Payment Provisions: i) lump sum amount
ii) hourly rate amount **\$150/hr**
iii) total amount not to exceed **\$4,000**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
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:
8022.470

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

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT (the“Agreement”), is made by and between the COUNTY OF WARREN (“County”), a municipal corporation of the State of New York, having a principal place of business located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, and VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C. (“Provider”), 100 Great Oaks Boulevard, Suite 118, Albany, New York 12203. The County and the Provider are referred to herein individually as a “Party” and collectively as the “Parties.”

1. The County and the Provider agree that the Provider shall provide GIS technical support to update and maintain proprietary GIS software tools, as described in accordance with Schedule “A.” Provider shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by the County.

2. In consideration of the services to be provided by the Provider, the County shall pay the Provider at a rate of One Hundred Fifty Dollars (\$150) per hour, for a sum not to exceed Four Thousand Dollars (\$4,000). The County shall not be liable to the Provider for any additional work or other services and/or expenses unless otherwise agreed to in writing by the County and signed by the County’s duly authorized representative. The County shall make payments within thirty (30) days after the services have been completed and an invoice has been received.

3. Relationship of the Parties:

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

not limited to, unemployment insurance, disability coverage, and workers' compensation, and Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.

4. The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; Schedule "A;" and Warren County Resolution No. 63 of 2023. These documents are attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern.

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

6. The Provider shall be responsible for all damages, whether for bodily injury, life or property to the extent caused by the negligent acts, errors or omissions of the Provider, its officers, directors, agents, servants or employees or anyone for whom the Provider is legally bound, in connection with its service under this Agreement.

To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to reasonable 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 Provider's employees, or on account of damages to property including loss of use thereof, to the extent caused by the negligent performance of Provider's work or from any of the negligent acts or omissions on the part of the Provider, 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 in defending such claims. The duty to defend shall not apply to professional liability claims, provided however, that Provider reimburse the County for reasonable defense costs for claims arising out of Provider's professional negligence based on the percentage of Provider's liability as determined pursuant to the dispute resolution provisions of this Agreement.

Provider shall, upon the County's demand after final resolution of a claim for which Provider's duty to indemnify is triggered, reimburse the County for reasonable legal fees as the County incurs, provided indemnity is triggered.

Provider shall, and shall cause Provider's officers, employees and agents to cooperate with the County in connection with the investigation defense or prosecution of any action, suit or proceeding related to the subject matter of this Agreement.

Provider shall strictly observe and comply with all applicable safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, Provider agrees that it will install or procure such additional

safety measures at its sole expense. To the fullest extent permitted by law, Provider shall hold harmless, indemnify and defend Warren County, its Board, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to reasonable attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

7. Any type of discrimination and harassment is against Warren County policy and is unlawful. Provider acknowledges and agrees that they have read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates the entire policy as a material term of this Agreement. Provider shall follow the policy in its entirety. If a complaint does arise, Provider is to notify Warren County promptly. To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to reasonable attorney's fees and all other costs to defend, resulting from Provider and/or agent's breach of this policy.

8. The Provider, its employees, agents or servants agree not to disclose any data, facts or information concerning services performed under this Agreement or obtained while performing such services, except as authorized by the Department, in writing, or as may be required by law. Notwithstanding the foregoing, the restrictions on disclosure shall not apply to information that: (i) was lawfully known to Provider prior to the date of this Agreement; (ii) was lawfully obtained by Provider from a third party without any obligation of confidentiality; (iii) is or becomes part of the public domain, except by breach of this Agreement; or (iv) is possessed or developed by Provider independently and apart from this Agreement.

9. This Agreement shall commence on January 1, 2023 and terminate on 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 to be a waiver of such rights or a waiver of any subsequent breach.

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

11. 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.

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

13. This Agreement may not be assigned, in whole or in part, by the Provider without express approval by the County in writing and signed by the County's duly authorized representative provided that this shall not require prior written consent for any general collateral assignment of accounts receivable to a lender in the ordinary course of business. Consent shall not limit County's right to enforce this provision on assigned Parties.

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 shall

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

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

16. 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 Agreement purpose.

17. 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.

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

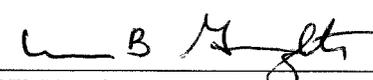
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

Approved as to Form:


Assistant Warren County Attorney

Date: Feb 24 2023

COUNTY OF WARREN

By: 
KEVIN B. GERAGHTY, CHAIRMAN
Board of Supervisors

Date: 2/22/23

VHB ENGINEERING, SURVEYING,
LANDSCAPE ARCHITECTURE AND
GEOLOGY, P.C.

By: _____

Title: _____

Date: _____

SCHEDULE "A"



Engineers | Scientists | Planners | Designers
 100 Great Oaks Boulevard, Suite 118, Albany, New York 12203
 P 518.389.3600 F 518-452-0324 www.vhb.com

Client Authorization

New Contract Date: 01/07/2022
 Amendment No. Project No. 81048.22
 Project Name: Warren County GIS Technical Support Services 2022

To: Sara Frankenfeld
 Warren County GIS Coordinator
 Warren County Planning Department
 1340 State Route 9
 Lake George, NY 12845

Cost Estimate	
Amendment	Contract Total
Labor	\$4,000
Expenses	0
TOTAL	\$4,000

Email: frankenfelds@warrencountyny.gov

Lump Sum Time & Expenses
 Cost + Fixed Fee Labor Multiplier

Phone No: 518-761-6410 ext. 4

Estimated Date of Completion: 12/31/22

SCOPE OF SERVICES

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. (VHB) will provide GIS technical support to the Warren County Planning Department for the 2022 calendar year (1/1/2022 - 12/31/2022). Technical support will include the update and maintenance of proprietary GIS tools including the Parcel Viewer and a custom ArcGIS Pro tool and general GIS/data support and may include other requested support tasks. Support will be billed hourly at \$150/hour, for up to approximately 26.5 hours, with a not to exceed budget of \$4,000 for the term of the contract. Monthly invoices will be submitted to the County for support hours used. If additional requests are made beyond the outlined scope and estimated level of effort for the year, a contract amendment will be prepared for review and approval by client prior to completing additional work.

If you are in agreement with the scope of services, fee, and attached terms and conditions, please execute below and return to VHB. We look forward to continuing to work with Warren County.

Prepared by: Christine Smith

Document Approval: Wendy Holsberger, PE, PTOE

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated

VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print Wendy Holsberger

Print: _____

Title: Managing Director

Title: _____

Date: _____

Date: _____



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of Insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**

Warren County Board of Supervisors

RESOLUTION No. 63 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS MCDEVITT, WILD, BRAYMER, HOGAN, STROUGH, MAGOWAN AND LEGGETT

AUTHORIZING AGREEMENT WITH VHB TO PROVIDE GIS TECHNICAL SUPPORT TO UPDATE AND MAINTAIN PROPRIETARY GIS SOFTWARE TOOLS FOR THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

RESOLVED, that Warren County continue the contractual relationship (the previous agreement having been authorized by Resolution No. 58 of 2022) with VHB, 100 Great Oaks Blvd., Suite 118, Albany, New York 12203, to provide GIS technical support to update and maintain proprietary GIS software tools, at a rate of One Hundred Fifty Dollars (\$150) per hour, not to exceed a total of Four Thousand Dollars (\$4,000), for a term commencing January 1, 2023 and terminating December 31, 2023, and be it further

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an agreement with VHB, 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.8022 470, Planning GIS Program, Contract.

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: Planning

DATE: 1/11/2024

- (a) Purpose of Request:
Accept funding award from Homes and Community Renewal

- (b) Details:
The County was notified that it has been awarded \$200,000 for the RESTORE program. This program provides funds to make emergency repairs to the homes of seniors. The Planning Department will be administering this program.

- (c) Previous Resolution Number:
None

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:
To be determined once contract document is finalized with NYS Homes and Community Renewal (granting agency).

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

* as listed in budget and LOGOS



**Homes and
Community Renewal**

**Housing
Trust Fund
Corporation**

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

December 14, 2023

Kevin Geraghty
Chairman
County of Warren
1340 State Route 9
Lake George, New York 12845

Re: RESTORE Program Award
SHARS ID# 20233018

Congratulations. On behalf of the Housing Trust Fund Corporation (HTFC) and the Office of Community Renewal (OCR), it is my pleasure to inform you that the application submitted as part of the 2023 Residential Emergency Services to Offer (Home) Repairs to the Elderly (RESTORE) program funding round has been selected for a \$200,000 award.

RESTORE program funds will assist senior citizen homeowners across the state with the cost of addressing emergency repairs. Assistance for the cost of these critical repairs will enable seniors to continue to live independently in their homes.

A grant agreement will be transmitted separately for this award. Please be advised that no work can be performed, nor any cost committed or incurred, prior to the execution of a grant agreement with HTFC and approval of all required environmental review record materials. HTFC reserves the right to rescind an award and deobligate funds for projects unable to satisfy all requirements.

OCR program staff will contact you to outline the procedures necessary to advance this project. Should you have any questions in the interim, please contact Diane McClure at 518-474-2057 or diane.mcclure@hcr.ny.gov.

Sincerely,

RuthAnne Visnauskas
Commissioner/CEO

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Planning and Community Development

DATE: 1/5/2024

- (a) Title of Requested Position: **GIS Specialist - Part Time (19 hours/week)**
- (b) Annual **Base** Salary (and Grade if Applicable): **Grade 16, Step 23 - \$31.6827/hour**
- (c) Effective Date for New Position*: **5/1/2024**
**Please do not backdate unless the purpose is to correct an error.*
- (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):
Associate Planner - Per Diem \$25,855
- (e) Where are Funds in the Budget for this Position?
List Budget Code, Object Code, Full Title and Amount:
8021.130 Associate Planner - Per Diem \$25,855
- (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:
- (g) Has Personnel Officer Reviewed and Approved of the New Position Title? YES NO
*(This is necessary **BEFORE** bringing the request to committee)*
- (h) Is this a mandated position? YES NO
If yes, please explain:
- (i) Is there expected revenue from this position? YES NO
If , please explain and complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue:

GEOGRAPHIC INFORMATION SYSTEMS (GIS) SPECIALIST

DISTINGUISHING FEATURES OF THE CLASS: An incumbent in this position supports and performs GIS applications which involve computer mapping, database development for County departments, municipalities and supported agencies as well as E-911 data maintenance and updates. Duties also include operational support of the County Planning Department. The work is performed under the general direction of the GIS Administrator or County Planner with latitude allowed for the exercise of independent judgment when implementing projects and performing assigned tasks. Supervision is not a responsibility of this position. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

GIS and GPS TECHNICAL DATABASE, MAPPING, and FIELD DATA COLLECTION SERVICES FOR COUNTY DEPARTMENTS, MUNICIPALITIES, and SUPPORTED AGENCIES:

Creates and updates various GIS databases using best practices;
Participates in the development and maintenance of the GIS for use by County departments and the municipalities and other supported agencies;
Responds to requests for technical assistance with GIS software and County supported GIS websites by the public, County, Municipal staff and supported agencies;
Creates online maps and applications for use by County and Municipal agencies and the general public;
Creates hardcopy maps in support of Planning Department projects and on request for other County departments, municipalities, and the general public;
Monitors performance of contractors to ensure compliance with specifications, work programs, and budgets;
Attends meetings and conferences and gives presentations, as assigned.
Assists in maintaining the County's base map data, including address points, road centerlines, parcels, zoning, and infrastructure;
Assists in assigning, verifying and correcting e-911 addresses as requested from constituents or when new subdivisions are filed in the Real Property Office;
Assists with creating new roads and assigning address ranges as needed;
Assists with updating GIS data for the County's e-911 call center;
Provides data updates to State agencies at regular intervals;
Communicates data changes to constituents and County, State and Municipal agencies as needed;
Performs field work as necessary using GPS software and hardware;
Provides training in use of GIS and GPS hardware and software as needed to County departments, Municipalities and other supported agencies.

GENERAL SUPPORT FOR THE PLANNING DEPARTMENT:

Attends meetings and other events, as assigned;
Participates in general planning department projects, as needed and requested;
Performs other related tasks, as needed, for the efficient operation of office administration.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of principles and practices of Geographic Information Systems (GIS) as applicable to County, Municipal and regional government;
Good knowledge of database mapping and related software necessary to perform tasks associated with the design, development and maintenance of the County GIS;
Good knowledge of the ESRI suite of software, including ArcGIS Desktop, ArcGIS Pro, and Extensions;
Good knowledge of current desktop, server and internet systems and mobile technology related to governmental GIS applications; Working knowledge of mapping standards;
Working knowledge of Global Positioning Systems (GPS) fundamentals;
Ability to prepare and analyze data in a variety of digital formats;
Ability to operate a computer with a high degree of accuracy and utilize common office software programs including word processing, spreadsheets, and databases to generate necessary reports and input data;
Ability to communicate effectively, both orally and in writing, and to reason logically;
Resourcefulness, tact, dependability.

MINIMUM QUALIFICATIONS:

- A) Bachelor's degree in planning, geography, environmental studies, geographic information systems or closely related field and two (2) years of paid experience where GIS software operations were the primary function of the job, or
- B) Associate's degree in construction technology, engineering technology, geographic information systems (GIS), land surveying or related field and four (4) years of paid experience where GIS software operations were the primary function of the job.

NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee .

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: Planning and Community Development

SIGNED:

DATE: 1/5/2024

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
8021.130	Salaries - Part Time	8022.130	Salaries - Part Time	\$25,855

Please state reason for transfers requested:

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request:

deleting Associate Planner - Per Diem and creating GIS Specialist - Part Time

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