

PERSONNEL, ADMINISTRATION & HIGHER EDUCATION COMMITTEE

AGENDA

FEBRUARY 1, 2024

Committee Members: *Wild, Driscoll, Merlino, Maday, Bean, Etu and Thomas - 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. Motion to approve minutes of prior Committee meetings.

III. Privilege of the Floor/Public Comment

IV. Action Agenda

1) Requests/Items to be Discussed by Representatives of SUNY Adirondack

A) Request for a resolution “*Urging Action by New York State Legislators to Advocate on Behalf of SUNY Community Colleges to Increase Funding to Community Colleges in the State Budget*”.

B) SUNY Adirondack representatives to provide and update on the College.

2) Request/Item to be Discussed by the Human Resources Director (Jackie Figueroa, Director):

Review of report on tracking of vacancies filled.

3) Requests/Items to be Discussed by the Clerk of the Board (Amanda Allen, Clerk of the Board):

A) Request to amend Resolution No. 24 of 2004, *Designating a Warren County Records Management Officer (RMO) for the County of Warren*, to update the authority.

B) Tim Murphy, *Coroner*, to address the Committee and provide an update on increased costs related to autopsy services.

4) Referral from the Criminal Justice, Public Safety & Emergency Services Committee (Chaired by Supervisor Geraci):
Public Defender (Gregory Canale, Public Defender) -

Request to amend the Table of Organization and Salary Schedule to increase the salary of the 3rd Assistant Public Defender position from \$74,865 to \$80,521, effective February 19, 2024.

5) Referral from the Health Services Committee (Chaired by Supervisor Strainer):

Office for the Aging (Dee Park, Director) -

Request to amend the Table of Organization and Salary Schedule to create the new position of Services Assistant - Office for the Aging #5, *Grade 7, Base Annual Salary \$43,187*, and delete the position of Services Assistant - Office for the Aging PT #2, *Grade 7, Base Annual Salary \$43,187 (24 hours/week)*, effective February 19, 2024.

6) Referral from the Human Service Committee (Chaired by Supervisor Driscoll):

Department of Social Services (Christina Mastrianni, Commissioner) -

Request to amend the Table of Organization and Salary Schedule to increase the hours of the Assistant Social Services Attorney PT#1 position from 20 hours/week, *Annual Salary \$39,826*, to 32 hours/week, *Annual Salary \$63,725*, effective retroactive to January 1 2024.

7) Referral from the Economic Growth & Development Committee (Chaired by Supervisor Etu):

Planning & Community Development -

Request to amend the Table of Organization and Salary Schedule to create the new position of GIS Specialist - Part-Time, (19 hours/week), *Grade 16, Base Annual Salary \$31.6827/hour*, and delete the position of Associate Planner - Per Diem, *Annual Salary \$25,855*, effective May 1, 2024.

8) Referral from the Tourism & Occupancy Tax Coordination Committee (Chaired by Supervisor Merlino):

Tourism (Heather Bagshaw, Director) -

Request to amend the Table of Organization and Salary Schedule to create the new position of Marketing Coordinator, *Grade 12, Base Annual Salary \$70,401*, and delete the position of Creative Director, *Annual Salary \$94,382*, effective February 19, 2024.

9) Requests/Items to be Discussed by the County Administrator (John Taflan, County Administrator):

A) On behalf of the Office of Emergency Services - Request to amend the Table of Organization and Salary Schedule to decrease the salary of the 1st, 2nd and 3rd Deputy Fire Coordinator positions from \$8,891 to \$8,680 effective retroactive to January 1st 2024.

Continued

Requests/Items to be Discussed by the County Administrator Continued (John Taflan, County Administrator):

- B) Request to amend the Table of Organization and Salary Schedule to decrease the salary of the Building Maintenance Helper, Fire Training Center position from \$7,417 to \$7,240 effective retroactive to January 1, 2024.
- C) Request to appoint Jessica Burnham as Self-Insurance Administrator, *Annual Salary \$83,760*, effective February 19, 2024.
- D) Request to appoint Nina Mastrianni as Commissioner of the Department of Social Services, *Annual Salary \$119,048*, effective February 19, 2024.

10) Requests/Items to be Discussed by the Director of Information Technology (Mike Colvin, Director):

- A) Request to enter into a new contract with Spectrum Enterprise to upgrade EPL circuit to increase connection speed for the 3 Departments located at 333 Glen Street in Glens Falls, New York.
- B) Request to enter into a new contract with Spectrum Enterprise to increase public connection speed for public internet at the Warren County Municipal Center.
- C) Request to appropriate \$70,000 from Budget Code A.895.00, *Computer Reserve Fund*, to various departmental budgets to purchase computers and related equipment and software.

11) Requests/Items to be Discussed by the County Attorney (Larry Elmen, County Attorney):

- A) Request to enter into a retainer agreement with NS PR Law Services, LLC d/b/a Napoli Shkolnik, PLLC for litigation of legal claims against manufacturers of insulins and other diabetic medication, pharmacy benefit managers and/or their executives for fixing prices, engineering kickbacks and engaging in other antitrust violations or other wrongdoing.
- B) Request to enter into a retainer agreement with NS PR Law Services, LLC d/b/a Napoli Shkolnik, PLLC for litigation of legal claims against manufacturers of generic pharmaceuticals and/or their executives based upon price fixing, allocating markets and other antitrust violations or wrongdoing.
- C) Request to enter into a retainer agreement with Napoli Shkolnik, PLLC for litigation of negligence against individuals and corporations responsible for injuries and damages suffered by County of Warren arising out of contamination of water supplies related to PFAS/PFOA substances.
- D) Request to amend the Table of Organization and Salary schedule to increase the salary of the 3rd Assistant County Attorney position from \$77,080 to \$80,521 effective January 19, 2024.
- E) Request for a transfer of funds in the amount of \$4,027 from Budget Code A.1990 469, *Contingent Account - Other Payments/Contributions*, to Budget Code A.1420 110, *County Attorney, Salaries - Regular*, to cover the salary increase of the 3rd Assistant County Attorney position.
- F) Request for an executive session under Section 105(1)(d) of the Public Officer's Law to discuss the following proposed, pending or current litigation: 1. *County of Warren v. The Continental Insurance Company and Michael Easterbrooks*, Federal District Court NDNY Case No. 1:22-cv-00328-BKS; 2. *County of Warren v. The Continental Insurance Company and John David Smith*, Federal District Court NDNY Case No. 1:22-cv-00431-BKS; 3. *Michael Easterbrooks v. Schenectady County, Schenectady County Department of Social Services, Cayuga County, County County Department of Social Services, Albany County, Albany County Department of Social Services, Cayuga Centers, Cayuga Home for Children, Albany Home for Children, Parsons Child and Family Center and Northern Rivers Family Services, Inc.*, Albany Supreme Court, filed August 10, 2021, Index No. 907013-21; 4. *John David Smith v. County of Warren and Warren County DSS*, Warren County Supreme Court, filed August 17, 2020, Index No. EF2020-266800; 5. *Joshua Rouse v. Berkshire Farms Center for Youth, et al*, Warren County Supreme Court, filed August 10, 2021, Index No. EF2021-69346.

V. Pending Items:

Referral from the Finance Committee to discuss further the request from the County Treasurer's Office to define County services as it related to retiree health insurance benefits to include previous service time with SUNY Adirondack and determine whether a policy should be developed regarding same. (11.29.23)

VI. Privilege of the Floor/Public Comment

VII. Motion to adjourn

**URGING ACTION BY NEW YORK STATE LEGISLATORS TO ADVOCATE ON BEHALF
OF SUNY COMMUNITY COLLEGES TO INCREASE FUNDING TO
COMMUNITY COLLEGES IN THE STATE BUDGET**

WHEREAS, SUNY's community colleges serve the largest percentage of low income, historically marginalized populations, and working adults of all SUNY sectors, and

WHEREAS, the state's direct tax support for SUNY's community colleges is lower than it was a decade ago, has not increased in three years, and has fallen behind the NY state counties' direct tax support to community colleges by \$97 million, and

WHEREAS, the community college sector trustees and presidents and SUNY Adirondack have advocated for New York State to meet its obligation to equally share its support of the community colleges with the counties, and

WHEREAS, increasing base operating aid by \$97 million will bring the state's share of direct state tax support for operating aid equal to that of New York's counties and support training 20,000 New Yorkers in high demand jobs through the Empire State Community College Workforce Guarantee, and

WHEREAS, despite these advocacy efforts the Governor's Executive Budget calls for no increase in base operating aid, and

WHEREAS, with no increase to base operating aid, community colleges will be unable to appropriately and substantially meet the workforce needs of New York State and SUNY Adirondack County, particularly in healthcare, semi-conductor manufacturing, IT and regionally based industry sectors, and

WHEREAS, our county has faithfully carried out our fiduciary duties, be it

RESOLVED, that the Warren County Board of Supervisors/Legislators hereby urges New York State Legislators to advocate on behalf of the community college sector of SUNY by ensuring that NYS meets its fiduciary obligation to equally share its financial support of the community colleges with the counties by adding an additional \$97 million in operating base aid for the community colleges as requested, and be it

RESOLVED, that the Chairman of the Board of Supervisors/Legislators is hereby authorized to forward advocacy letters to State Legislators concerning the same.

2023 - NOTICE OF INTENT TO FILL TRACKING

Approval Date	Department	Position	Incumbent	Reason for Vacancy *	Incumbent Salary	Salary Approved	Date Filled	Hire	Salary Hired	Approved vs. Hired	Incumbent vs. Hired
7/20/2023	Social Services	Medicaid Clerk # 3 (2071)	Smith	PR	\$ 40,408.00	\$ 39,766.00	vacant			\$ -	\$ -
7/28/2023	DPW	MEO (M) # 23 (2193)	Barlow	PR	\$ 52,890.00	\$ 46,090.00	vacant			\$ -	\$ -
8/18/2023	Tourism	Assistant Tourism Coordinator (1907)	Tackett	PR	\$ 58,413.00	\$ 58,413.00	1/16/2024	Davis	\$54,661.00	-\$3,752.00	-\$3,752.00
8/22/2023	Social Services	Sr Account Clerk # 6 (1748)	Phinney	PR	\$ 53,558.00	\$ 43,187.00	vacant			\$ -	\$ -
9/8/2023	DPW	MEO (L) # 6 (1259)	Barrett	RS	\$ 43,187.00	\$ 43,187.00	vacant			\$ -	\$ -
9/8/2023	DPW	HEO # 2 (1237)	Carpenter	PR	\$ 54,710.00	\$ 47,667.00	vacant			\$ -	\$ -
9/28/2023	DPW	Auto Parts Specialist (2246)	Monroe	RS	\$ 47,438.00	\$ 46,090.00	1/22/2024	LaLuna	\$46,090.00	\$0.00	-\$1,348.00
9/28/2023	DPW	MEO (L) # 26 (1225)	Arnold	RS	\$ 43,830.00	\$ 43,187.00	1/16/2024	Rainville	\$43,187.00	\$0.00	-\$643.00
11/1/2023	DPW	HEO # 11 (1230)	Moffitt	PR	\$ 56,229.00	\$ 47,667.00	vacant			\$ -	\$ -
11/21/2023	Veteran's Services	Van Driver # 4 (Per-Diem) (2481)	Therio	RS	\$ 36,342.00	\$ 36,342.00	vacant			\$ -	\$ -
11/21/2023	Social Services	Intake Clerk (1754)	Vitolo	PR	\$ 39,089.00	\$ 38,447.00	vacant			\$ -	\$ -
11/28/2023	DPW	Auto Mechanic # 7 (1278)	Werne	PR	\$ 58,890.00	\$ 48,324.00	vacant			\$ -	\$ -
12/12/2023	DPW	MEO (L) # 16 (1260)	Walker	PR	\$ 46,090.00	\$ 43,187.00	vacant			\$ -	\$ -
12/13/2023	Health Services	Senior Public Health Educator (2232)	N/A	PR	N/A	\$ 58,151.00	vacant			\$ -	\$ -
12/14/2023	DPW	MEO (M) # 8 (1251)	Bunting	RS	\$ 52,890.00	\$ 46,090.00	1/14/2024	Krick	\$46,090.00	\$0.00	-\$6,800.00
12/14/2023	DPW	Sign Maint. Worker # 2 (1204)	Monroe	PR	\$ 58,890.00	\$ 48,324.00	vacant			\$ -	\$ -
12/20/2023	Social Services	Caseworker # 10 (1667)	LaPlant	RS	\$ 54,704.00	\$ 54,061.00	1/22/2024	Howe	\$54,061.00	\$0.00	-\$643.00
12/20/2023	Social Services	Caseworker # 43 (2789)	N/A	O	N/A	\$ 54,061.00	vacant			\$ -	\$ -
12/20/2023	Social Services	Principal Clerk # 1 (2792)	N/A	O	N/A	\$ 43,187.00	1/29/2024	Dashnaw	\$43,830.00	\$643.00	\$ -
12/20/2023	Social Services	Case Manager # 3 (2790)	N/A	O	N/A	\$ 51,356.00	vacant			\$ -	\$ -
12/20/2023	Social Services	Intake Clerk # 11 (2791)	N/A	O	N/A	\$ 38,447.00	vacant			\$ -	\$ -
12/28/2023	Social Services	Sr Social Services Investigator # 1 (2744)	Morgan	RS	\$ 60,636.00	\$ 50,300.00	vacant			\$ -	\$ -
12/28/2023	DPW	MEO (M) # 24 (2209)	Russell	RS	\$ 52,890.00	\$ 46,090.00	vacant			\$ -	\$ -
1/2/2024	Social Services	SWE # 11 (1664)	Maranville	RT	\$ 54,807.00	\$ 44,729.00	vacant			\$ -	\$ -
1/3/2024	Health Services	Senior Account Clerk # 2 (2399)	Baker	RS	\$ 53,058.00	\$ 43,187.00	vacant			\$ -	\$ -
1/3/2024	Health Services	RPN # 11 (2548)	Allocco	RS	\$ 67,376.00	\$ 60,912.00	vacant			\$ -	\$ -
1/3/2024	Health Services	Senior Account Clerk (1614)	Phinney	RS	\$ 53,558.00	\$ 43,187.00	vacant			\$ -	\$ -
1/4/2024	Treasurer	Junior Accountant (1092)	Goard	RS	\$ 75,286.00	\$ 75,286.00	vacant			\$ -	\$ -
1/17/2024	Social Services	Caseworker # 9 (1653)	Hayes	O	\$ 55,547.00	\$ 54,061.00	1/22/2024	York	\$54,061.00	\$0.00	-\$1,486.00
1/18/2024	DPW	Solid Waste/Recycle Comp. Coord (2650)	Szabo	RS	\$ 50,633.00	\$ 73,194.00	vacant			\$ -	\$ -
1/22/2024	Social Services	Caseworker # 15 (1665)	Austin-Avon	RS	\$ 54,061.00	\$ 54,061.00	vacant			\$ -	\$ -
1/23/2024	Social Services	Intake Clerk # 9 (2661)	Dashnaw	PR	\$ 39,089.00	\$ 38,447.00	vacant			\$ -	\$ -
1/23/2024	Social Services	Medicaid Clerk # 2 (2094)	Kazlo	PR	\$ 41,002.00	\$ 39,766.00	vacant			\$ -	\$ -
1/29/2024	Treasurer	Payroll Technician (2335)	Urrico	PR	\$ 59,017.00	\$ 56,219.00	vacant			\$ -	\$ -
1/25/2024	Social Services	Caseworker # 16 (1670)	Ruiz	RS	\$ 54,704.00	\$ 54,061.00	vacant				
									TOTALS	-\$3,109.00	-\$14,672.00

* (RT= Retired, RS= resigned, PR= promotion, O= Other, N- New)

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: CLERK OF THE BOARD OF SUPERVISORS

DATE: FEBRUARY 1, 2024

(a) Purpose of Request:

To amend Resolution No. 24 of 2004, Designating a Warren County Records Management Officer (RMO) for the County of Warren, to update authority

(b) Details:

Resolution No. 24 of 2004 specifically designates Pamela J. Vogel as RMO; request is to amend to state that the Warren County Clerk shall serve as RMO

(c) Previous Resolution Number:

Resolution No. 24 of 2004

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

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

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 24 OF 2004

Resolution introduced by Chairman Thomas

DESIGNATING A WARREN COUNTY RECORDS MANAGEMENT OFFICER (RMO) FOR THE COUNTY OF WARREN

WHEREAS, legislation passed in 1987 requires Local Government to designate one official as its Records Management Officer (RMO) to coordinate the development of and oversee the management of county records, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to designate Pamela J. Vogel, Warren County Clerk, as the Records Management Officer (RMO) for the County of Warren.

RESOLUTION REQUEST FORM NO. 13

Request to Increase or Decrease Salary of Non-Union Position

DEPARTMENT NAME: Warren County Public Defender's Office

DATE: 01/23/2024

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

ASSISTANT PUBLIC DEFENDER

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

TYPICAL WORK ACTIVITIES: (Illustrative only)

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

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

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

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

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

WC: 2003, 2015, 2021

RESOLUTION REQUEST FORM NO. 11***Request to Create New Position*****DEPARTMENT NAME: Warren/Hamilton Counties Office for the Aging****DATE: 1/10/2024**

- (a) Title of Requested Position: **Services Assistant - Office for the Aging #5**
- (b) Annual **Base** Salary (and Grade if Applicable): **\$43,187; Grade 7**
- (c) Effective Date for New Position:* **2/16/2024**
*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):
Services Assistant - Office for the Aging PT #2
- (e) Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:
A6771.130 - Hamilton County Salaries FT
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title? (This is necessary **BEFORE** bringing the request to committees.)
Yes
- (g) Is this a mandated position? If so, please explain:
NO
- (h) Is there expected revenue from this position? If so, please explain:
NO

SERVICES ASSISTANT- OFFICE FOR THE AGING

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for assisting higher level staff in the support of Office for the Aging programs. Duties may include assignments in the areas of client services assessments, Home Energy Assistance Program, volunteer coordination and other Department program and services functions. The work is performed under the general supervision of the Director of the Office for the Aging with some leeway allowed for the exercise of independent judgment. Performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Works directly with clients or their delegates to identify agencies and individuals offering appropriate services;

Performs home visit assessments in accordance with NYSOFA requirements to determine needs and well-being of clients and potential clients;

Assists in obtaining appropriate services for clients;

Assists clients in completing applications for various program services such as HEAP, Medicaid, MSP, Medicare, Social Security, STAR, Veteran's benefits, SNAP etc.;

Assists in the coordination of the Volunteer program for meal sites and medical transportation program;

Assists high level staff in a variety of tasks in support of Department programs and services;

Distributes and relates information about resources and services available to the elderly in the community;

Assists in the preparation and distribution of a variety of public relations materials including newsletters and news releases for local papers;

Prepares and maintains a variety of program records and reports;

Uses computer applications or other automated systems such as spread sheets, word processing, calendar, email and database software in performing work assignments;

Serves as general a source of information for visitors, phone contacts, employee contacts etc.;

May speak along with other Department staff before senior and other community groups to provide information on departmental programs;

Performs assigned office or program tasks to assist Department requirements.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of programs and services available through the Office for the Aging and other service providers; good knowledge of office terminology, procedures and equipment; ability to operate a computer with a high degree of accuracy and utilize common office software programs including work processing, spreadsheets and databases to generate necessary reports; ability to communicate clearly and effectively both verbally and in writing; ability to show empathy for the problems and feelings of the senior population, tact and courtesy, integrity.

MINIMUM QUALIFICATIONS: Either:

- A. Graduation from a regionally accredited or New York State registered college or university with an Associate's Degree in Social or Behavioral Sciences, Human Services, Business Administration or related field; or
- B. Graduation from high school or possession of a high school equivalency diploma and two years of full-time paid experience, (or its part-time equivalent) providing services to seniors.

SPECIAL REQUIREMENT: Possession of a New York State driver's license at time of appointment.

WC: 5.21 JC: Competitive

RESOLUTION REQUEST FORM NO. 13***Request to Increase or Decrease Salary of Non-Union Position*****DEPARTMENT NAME: SOCIAL SERVICES****DATE: 01/23/24**

- (a) Employee Name, Title and Employee No.: **Constantine DeStefano**
Employee No. **[REDACTED]**
- (b) Current Annual **Base** Salary (and Grade if Applicable): **(32 hrs/2024) \$63,725**
- (c) Former Annual **Base** Salary (and Grade if Applicable): **(20 hrs/2024) \$39,826**
- (d) Effective Date for Salary Change:* **1/1/24**
*Please do not backdate request unless the purpose is to correct an error.
- (e) If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position? List Budget Code (with title), Object Code (with title), and Amount:
A.6010 130
- (f) Justification of Request: **This position assists the Social Services Attorney by providing legal representation and handling various proceedings as they pertain to multiple types of social services cases. Postion should have been budgeted at 32 hours and inadvertently budgeted at 20 hours. The difference in hours will not impact the 2024 budget.**

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. 11***Request to Create New Position*****DEPARTMENT NAME: Tourism Department****DATE: January 23, 2024**

- (a) Title of Requested Position: **Marketing Coordinator**
- (b) Annual **Base** Salary (and Grade if Applicable): **\$70,401** **Grade 12**
- (c) Effective Date for New Position*: **February 19, 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):
Creative Director
- (e) Where are Funds in the Budget for this Position?
List Budget Code, Object Code, Full Title and Amount:
A.6417.0001.110
- (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:

MARKETING COORDINATOR

DISTINGUISHING FEATURES OF THE CLASS: An employee in this position manages the County Tourism Department's brand, include logo, visual identity, design, mission, values, and tone of voice. Duties include the oversight of all audio, visual graphics, video, print/art work for use in publications, electronic marketing, television, radio or any display materials required of the County Tourism Department as well as those who are authorized to use the department's logo. The work is performed under the general direction of the Director of Tourism with leeway for the frequent exercise of independent judgment. Performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Oversees the brand's visual and verbal identity, including logos, color schemes, messaging, and tone of voice;

Leads the execution of integrated marketing campaigns that effectively communicate the brand's message and drive brand awareness and engagement;

Manages digital and traditional marketing campaign deliverables; from purchasing, through the delivery of creative assets;

Monitors campaign results, tracking brand health metrics and recommending strategies to enhance brand perception and loyalty;

Manages outside agency contracts and supporting budgets;

Catalogs and maintains Tourism Department photo and video library;

Attends, photographs, and represents Tourism Department at local events, attractions, and businesses;

Maintains working relationship with local businesses and media;

May travel to consumer shows or conferences, including weekend and multi-day trips;

Uses computer applications or other automated systems such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;

Performs a variety of related work as required.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Thorough knowledge of creative designs and video production applications including existing and emerging technologies;

Good knowledge of executing digital and traditional marketing campaigns;

Good knowledge of the geographic attractions and activities of Warren County;

Good knowledge of the terminology used in the preparation of video, graphics and art work;

Working knowledge of research and statistical survey methods and principles;

Ability to formulate and present a wide variety of written and multi-media materials;

Ability to plan and oversee creative design and video production projects;

Ability to multi-task, prioritize and manage time efficiently;

Ability to communicate effectively both orally and in writing;

Ability to establish and maintain working relationships with employees, officials, businesses and members of the public;

Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;

Tact, courtesy, initiative, dependability.

MINIMUM QUALIFICATIONS:

- A. Bachelor's degree or higher in marketing, communications, film, travel/tourism, graphic design or related field and three (3) years of paid full-time experience in a position involving tourism development, social media marketing, brand marketing, and which shall have included writing and editing of written and visual promotional materials; or
- B. Associate's degree in marketing, communications, film, travel/tourism, graphic design or related field and five (5) years of paid full-time experience in a position involving tourism development, social media marketing, brand marketing, and which shall have included writing and editing of written and visual promotional materials;

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

DEPARTMENT NAME: County Administrator (on behalf of OES)

DATE: 2/1/2024

(a) Employee Name, Title and Employee No.:

See below(b) Current Annual **Base** Salary (and Grade if Applicable):**\$8,680**(c) Former Annual **Base** Salary (and Grade if Applicable):**\$8,891**

(d) Effective Date for Salary Change*:

Please do not backdate request unless the purpose is to correct an error*01/01/2024**

(e) If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position?

List Budget Code (with title), Object Code (with title), and Amount:

(f) Is a Budget Transfer needed? YES NO

If yes, please complete Resolution Request Form No. 10 – Transfer of Funds

If no, please provide details on how the increase will be funded within the current budget:

(g) Is there expected revenue from this position? YES NO

If yes, please complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue

(h) Justification of Request:

To correct Salary Schedule for Quarterly Employees to reflect 2.85% increase for Out of Unit Employees. 2024 Salary should be \$8,680**1st, 2nd & 3rd Deputy Fire Coordinators****1st, 2nd & 3rd Deputy EMS Coordinators**

RESOLUTION REQUEST FORM NO. 13***Request to Increase or Decrease Salary of Non-Union Position***

DEPARTMENT NAME: County Administrator (on behalf of OES)

DATE: 2/1/2024

- (a) Employee Name, Title and Employee No.:
Building Maintenance Helper, Fire Training Center
- (b) Current Annual **Base** Salary (and Grade if Applicable):
\$7,240
- (c) Former Annual **Base** Salary (and Grade if Applicable):
\$7,417
- (d) Effective Date for Salary Change*:
**Please do not backdate request unless the purpose is to correct an error*
01/01/2024
- (e) If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position?
List Budget Code (with title), Object Code (with title), and Amount:
- (f) Is a Budget Transfer needed? YES NO
If yes, please complete Resolution Request Form No. 10 – Transfer of Funds
If no, please provide details on how the increase will be funded within the current budget:
- (g) Is there expected revenue from this position? YES NO
If yes, please complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue
- (h) Justification of Request:
To correct Salary Schedule for Quarterly Employee to reflect 2.85% increase for Out of Unit Employees. 2024 Salary should be \$7,240

RESOLUTION REQUEST FORM NO. 2***Request to Appoint or Reappoint County Department Head*****DEPARTMENT NAME: Self Insurance****DATE: 02/19/2024**

- (a) Name of Employee: **Jessica Burnham**
- (b) If this is a Reappointment, list Employee No.: **12196**
- (c) If this is a Reappointment, please list the Resolution No. of the last appointment of this individual:
- (d) Address of Employee:
- (e) Title of Appointment: **Insurance Administrator**
- (f) Effective Date of Appointment: **02/19/2024**
- (g) Termination Date of Appointment:
- (h) Annual Base Salary: **\$83,760**
- (i) If this is a New Appointment, Name of Person Being Replaced: **Clute**
- (j) If this is a New Appointment, Reason for Replacement: **retirement**

RESOLUTION REQUEST FORM NO. 2***Request to Appoint or Reappoint County Department Head*****DEPARTMENT NAME: Social Services****DATE: 02/19/2024**

- (a) Name of Employee: **Nina Mastrianni**
- (b) If this is a Reappointment, list Employee No.: **11578**
- (c) If this is a Reappointment, please list the Resolution No. of the last appointment of this individual: **R. 408 of 2023**
- (d) Address of Employee:
- (e) Title of Appointment: **Commissioner of Social Services**
- (f) Effective Date of Appointment: **02/19/2024**
- (g) Termination Date of Appointment:
- (h) Annual **Base** Salary: **\$119,048**
- (i) If this is a New Appointment, Name of Person Being Replaced:
- (j) If this is a New Appointment, Reason for Replacement:

RESOLUTION REQUEST FORM NO. 3**Request for New Contract****DEPARTMENT NAME: Information Technology****DATE: April 1, 2024**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Upgrade EPL circuit**
- (c) Name of Contractor: **Spectrum Enterprise**
- (d) Address of Contractor: **20 Century Hill Drive, Latham NY 12110**
- (e) Contractor's Contact Person and Telephone Number: **Bob Deeb, 518-640-8681**
- (f) Has or will the Contract be provided, if so, please attach: **yes**
- (g) Commencement Date of Contract: **Upon execution**
- (h) Termination Date of Contract: **Upon completion**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **\$726/month**)
- (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: **A1680.428****

Sample: A.1010 470 Legislative Board – Contract Sxx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

*as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3**Request for New Contract****DEPARTMENT NAME: Information Technology****DATE: April 1, 2024**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Upgrade Public Internet speed**
- (c) Name of Contractor: **Spectrum Enterprise**
- (d) Address of Contractor: **20 Century Hill Drive, Latham NY 12110**
- (e) Contractor's Contact Person and Telephone Number: **Bob Deeb, 518-640-8681**
- (f) Has or will the Contract be provided, if so, please attach: **yes**
- (g) Commencement Date of Contract: **Upon execution**
- (h) Termination Date of Contract: **Upon completion**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **\$199.99/month**
- (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: **A1680.428**

Sample: A.1010 470 Legislative Board – Contract Sxx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

*as listed in budget and LOGOS

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: Information Technology

DATE: February 1, 2024

(a) Purpose of Request: **To appropriate funds from the Computer Reserve Fund to departmental budgets to purchase computers and related equipment and software.**

(b) Details:

Information Technology	A.1680 220.1	\$40,000
Sheriff	A.3110.220.1	\$30,000

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

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **A.895.00 Computer Reserve Fund**

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

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: County Attorney

DATE: 2/1/24

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Enter into a retainer agreement for litigation of legal claims against manufacturers of insulins and other diabetic medication, pharmacy benefit managers and/or their executives for fixing prices, engineering kickbacks and engaging in other antitrust violations or other wrongdoing.**
- (c) Name of Contractor: **NS PR Law Services, LLC d/b/a Napoli Shkolnik, PLLC**
- (d) Address of Contractor: **400 Broadhollow Road, Suite 305, Melville, NY 11747**
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach: **See Attached**
- (g) Commencement Date of Contract: **Upon execution by both parties**
- (h) Termination Date of Contract: **Upon completion of services**
- (i) Payment Provisions:
 - i) lump sum amount **25% of all gross amounts recovered, including the value of any injunctive or non-monetary relief. If no award, then no fee earned**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A.1420 440 County Attorney, Legal Fees**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
 Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS

LEGAL SERVICES CONTRACT

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT**

**E-Mail or Fax to: NSPR Law Services d/b/a Napoli Shkolnik
 pnapoli@nsprlaw.com**

WHEREAS, the undersigned, COUNTY OF WARREN, NEW YORK (“Client”) agrees to retain the law office of NS PR Law Services LLC d/b/a Napoli Shkolnik PLLC (“Law Firm”) (collectively, “Parties”) as Client’s attorneys in the prosecution of any legal claim against manufacturers of insulins and other diabetic medication, pharmacy benefit managers (“PBMs”) and/or their executives based upon their actions in fixing prices, engineering kickbacks, and engaging in other antitrust violations or other wrongdoing with respect to insulin and other diabetic medication. The Parties specifically agree as follows:

1. **FEE PERCENTAGE:** As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm 25% (twenty five percent) of all gross amounts recovered, including the value of any injunctive or non-monetary relief. If the non-monetary relief has a concrete value, the contingency fee of 25% will be based on that amount. If there is no concrete value on the non-monetary relief then the Law Firm’s fee will be based on an agreed upon value between the Client and Law Firm. Further, if the action is certified as a class action, the law firm shall request an award of common benefit fees and compensation to be award within the discretion of the court irrespective of the stated retainer amount. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. All expenses and costs will be deducted after the contingent fee calculation. Any liens and subrogation are to be deducted after the contingent fee is calculated.

2. **DISBURSEMENTS:** The Law Firm shall be reimbursed all reasonable expenses associated with the legal services being rendered including, but not limited to, legal research, long distance telephone calls, fax, postage, copying, travel, litigation, and expert expenses. Costs shall also include, but not be limited to, any “MDL Assessment” imposed by any Multi-District Litigation (“MDL”) Court or withheld from any settlement or favorable judgment by any defendant. In addition to the above listed individual costs, there may be common benefit costs. Common benefit costs are costs expended for the common benefit of a group of clients. For example, if a deposition of a defendant expert witness is taken in one case, and this deposition can be used for and/or benefits the claims of many other clients, these costs will be classified as common benefit costs. By using this common benefit cost system, no one client has to solely bear the costs which actually benefit the group as a whole, and many of the most substantial costs of litigation can be shared equally by all. Client grants a special privilege to the Law Firm for their professional fees, expenses, costs, interest, and loans, on all

monies and properties recovered or obtained for Client. Client's repayment of costs and expenses is contingent on the outcome from any funds received on the claim in question.

3. **TAX ADVICE:** The Client understands that the Law Firm will not provide any advice regarding the tax consequences of accepting money from a settlement or award. CLIENT SHOULD CONTACT A TAX PROFESSIONAL REGARDING ANY TAX CONCERNS REGARDING ANY SETTLEMENT PRIOR TO THE SETTLEMENT.

4. **TERMINATION:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the Client, subject to applicable ethical rules, if any. Should the Client terminate the Law Firm, the Law Firm shall continue to be entitled to its legal fees on any and all sums recovered as a result of the claims.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm is under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

6. **COUNTERCLAIMS:** The above contingency fee does not contemplate the Law Firm's representation of Client against any claims made by a person against the Clients. The Law Firm is under no duty to defend or prosecute any such claim or counterclaim until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

7. **STATUTE OF LIMITATIONS:** Client understands that the Statute of Limitations period for the case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case. Client understands that statutes of limitation may have run on the case and agrees to hold the Law Firm harmless in the event the applicable statutes of limitation have run for any reason.

8. **NO GUARANTEE OF FINAL OUTCOME:** No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement. Client further understands that Client must immediately report any changes in Client's address or telephone number to the Law Firm.

9. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants the Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is also authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. To be clear, all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The decision regarding settlement shall always be held and remain with the Client.

10. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other attorneys in the representation of the Client. Client understands that the Law Firm is a Professional Limited Liability Company with a number of attorneys. Several of those attorneys may work on Client's case.

11. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.

12. **CLASS ACTION:** Client understands that Attorneys may pursue a class action on behalf of Client and all others similarly situated and client specifically authorizes attorneys to do so. Client understands that Client may serve as a class representative and may be called upon to act in a representative capacity for those who are similarly situated. Client knows of no conflict that would cause Client to be inadequate representative and agrees to vigorously defend the interests of the class if called upon to do so.

13. **NEW YORK STATE LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of New York and the rights, duties and obligations of Client and of the Law Firm's representation of Client and the laws of the State of New York shall govern regarding anything covered by this Agreement.

14. **ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (i) this Agreement; (ii) any provision of this Agreement; (iii) the provision of services by the Law Firm to Client; and (iv) the relationship between the Parties, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against at the Law Firm or seek to assert any claims or demands against the Law Firm by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration. Any such arbitration proceeding shall be conducted in New York. This arbitration provision shall be enforceable in either federal or state court in New York, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and any Court in New York having jurisdiction may enter that judgment.

15. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

16. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, herein illegality, or unenforceability shall not affect any other provisions

hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

17. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.

SIGNED AND ACCEPTED ON THIS _____ day of FEBRUARY, 2024

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT	
Client Name: COUNTY OF WARREN, NEW YORK	NSPR Law Services LLC d/b/a Napoli Shkolnik
Signature:	By: Shayna E. Sacks
Printed: KEVIN B. GERAGHTY Title: Chair, Board of Supervisors	
Address: 1340 State Route 9 Lake George, NY 12845	

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: County Attorney

DATE: 2/1/24

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Enter into a retainer agreement for litigation of legal claims against manufacturers of generic pharmaceuticals and/or their executives based upon price fixing, allocating markets and other antitrust violations or wrongdoing**
- (c) Name of Contractor: **NS PR Law Services, LLC d/b/a Napoli Shkolnik, PLLC**
- (d) Address of Contractor: **400 Broadhollow Road, Suite 305, Melville, NY 11747**
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach: **See Attached**
- (g) Commencement Date of Contract: **Upon execution by both parties**
- (h) Termination Date of Contract: **Upon completion of services**
- (i) Payment Provisions:
 - i) lump sum amount **33.33% of all gross amounts recovered, including the value of any injunctive or non-monetary relief. If no award, then no fee earned**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A.1420 440 County Attorney, Legal Fees**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS



**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT**

LEGAL SERVICES CONTRACT

E-Mail or Fax to: NSPR Law Services d/b/a Napoli Shkolnik
pnapoli@nsprlaw.com

WHEREAS, the undersigned, _____ (“Client”) agrees to retain the law office of NS PR Law Services LLC d/b/a Napoli Shkolnik PLLC (“Law Firm”) (collectively, “Parties”) as Client’s attorneys in the prosecution of any legal claim against manufactures of generic pharmaceuticals and/or their executives based upon their actions in fixing prices, allocating markets, and engaging in other antitrust violations or other wrongdoing with respect to generic pharmaceuticals. The Parties specifically agree as follows:

1. **FEE PERCENTAGE:** As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm 33.33% (thirty-three and one third percent) of all gross amounts recovered, including the value of any injunctive or non-monetary relief. If the non-monetary relief has a concrete value, the contingency fee of 33.33% will be based on that amount. If there is no concrete value on the non-monetary relief then the Law Firm’s fee will be based on quantum meruit (attached as Exhibit 1) or an agreed upon value between the Client and Law Firm, whichever is greater. Further, if the action is certified as a class action, the law firm shall request an award of common benefit fees and compensation to be award within the discretion of the court irrespective of the stated retainer amount. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. All expenses and costs will be deducted after the contingent fee calculation. Any liens and subrogation are to be deducted after the contingent fee is calculated.

2. **DISBURSEMENTS:** The Law Firm shall be reimbursed all reasonable expenses associated with the legal services being rendered including, but not limited to, legal research, long distance telephone calls, fax, postage, copying, travel, litigation, and expert expenses. Costs shall also include, but not be limited to, any “MDL Assessment” imposed by any Multi-District Litigation (“MDL”) Court or withheld from any settlement or favorable judgment by any defendant. In addition to the above listed individual costs, there may be common benefit costs. Common benefit costs are costs expended for the common benefit of a group of clients. For example, if a deposition of a defendant expert witness is taken in one case, and this deposition can be used for and/or benefits the claims of many other clients, these costs will be classified as common benefit costs. By using this common benefit cost system, no one client has to solely bear the costs which actually benefit the group as a whole, and many of the most substantial costs of litigation can be shared equally by all. Client grants a special privilege to the Law Firm for their professional fees, expenses, costs, interest, and loans, on all



monies and properties recovered or obtained for Client. Client's repayment of costs and expenses is contingent on the outcome from any funds received on the claim in question.

3. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

4. **TAX ADVICE:** The Client understands that the Law Firm will not provide any advice regarding the tax consequences of accepting money from a settlement or award. CLIENT SHOULD CONTACT A TAX PROFESSIONAL REGARDING ANY TAX CONCERNS REGARDING ANY SETTLEMENT PRIOR TO THE SETTLEMENT.

5. **TERMINATION:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the Client, subject to applicable ethical rules, if any. Should the Client terminate the Law Firm, the Law Firm shall continue to be entitled to its legal fees on any and all sums recovered as a result of the claims.

6. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm is under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

7. **COUNTERCLAIMS:** The above contingency fee does not contemplate the Law Firm's representation of Client against any claims made by a person against the Clients. The Law Firm is under no duty to defend or prosecute any such claim or counterclaim until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

8. **STATUTE OF LIMITATIONS:** Client understands that the Statute of Limitations period for the case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case. Client understands that statutes of limitation may have run on the case and agrees to hold the Law Firm harmless in the event the applicable statutes of limitation have run for any reason.

9. **NO GUARANTEE OF FINAL OUTCOME:** No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement. Client further understands that Client must immediately report any changes in Client's address or telephone number to the Law Firm.

10. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants the Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession



any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is also authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. To be clear, all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The decision regarding settlement shall always be held and remain with the Client.

11. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other attorneys in the representation of the Client. Client understands that the Law Firm is a Professional Limited Liability Company with a number of attorneys. Several of those attorneys may work on Client's case.

12. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.

13. **CLASS ACTION:** Client understands that Attorneys may pursue a class action on behalf of Client and all others similarly situated and client specifically authorizes attorneys to do so. Client understands that Client may serve as a class representative and may be called upon to act in a representative capacity for those who are similarly situated. Client knows of no conflict that would cause Client to be inadequate representative and agrees to vigorously defend the interests of the class if called upon to do so.

14. **NEW YORK STATE LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of New York and the rights, duties and obligations of Client and of the Law Firm's representation of Client and the laws of the State of New York shall govern regarding anything covered by this Agreement.

15. **ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (i) this Agreement; (ii) any provision of this Agreement; (iii) the provision of services by the Law Firm to Client; and (iv) the relationship between the Parties, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against at the Law Firm or seek to assert any claims or demands against the Law Firm by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration. Any such arbitration proceeding shall be conducted in New York. This arbitration provision shall be enforceable in either federal or state court in New York, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and any Court in New York having jurisdiction may enter that judgment.



16. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

17. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, herein illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

18. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.

SIGNED AND ACCEPTED ON THIS _____ day of FEBRUARY, 2024

THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT

COUNTY OF WARREN, NEW YORK	NSPR Law Services LLC d/b/a Napoli Shkolnik
Signature:	By:
Printed: KEVIN B. GERAGHTY Title: Chair, Board of Supervisors	
Address: 1340 State Route 9 Lake George, New York 12845	By:

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: County Attorney

DATE: 2/1/24

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **Enter into a retainer agreement for litigation of negligence against individuals and corporations responsible for injuries and damages suffered by the County of Warren arising out of contamination of water supplies related to PFAS/PFOA substances**
- (c) Name of Contractor: **Napoli Shkolnik, PLLC**
- (d) Address of Contractor: **400 Broadhollow Road, Suite 305, Melville, NY 11747**
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach: **See Attached**
- (g) Commencement Date of Contract: **Upon execution by both parties**
- (h) Termination Date of Contract: **Upon completion of services**
- (i) Payment Provisions:
 - i) lump sum amount **25% contingency fee upon amount of settlement, plus disbursements. If no award, then no fee earned**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A.1420 440 County Attorney, Legal Fees**

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS



RETAINER AGREEMENT

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE STATE OF NEW YORK GENERAL ARBITRATION STATUTE**

_____ (Client) retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl and related substances (PFAS/PFOA), 1,4 Dioxane and other emerging hazardous contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee or disbursements for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:



Gross settlement	\$100.00
25% Attorney's Fee	\$ 25.00
Net settlement	\$ 75.00
Disbursements	-\$ 10.00
Net to Client	\$ 65.00

4. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly



or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

9. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

11. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

12. APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of New York or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of New York or applicable law.

13. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in any court having jurisdiction in New York. This arbitration provision shall be enforceable in either federal or state court in New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered



in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any court in New York having jurisdiction.

14. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

15. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of FEBRUARY _____, 2024

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE NEW YORK GENERAL ARBITRATION STATUTE

COUNTY OF WARREN

NAPOLI SHKOLNIK, PLLC

By: _____

KEVIN B. GERAGHTY

_____ Printed Name of Attorney

Printed Name



Title: Chairman, Board of Supervisors

Address: 1340 State Route 9

Lake George, NY 12845

Phone: 518-761-7656

RESOLUTION REQUEST FORM NO. 13

Request to Increase or Decrease Salary of Non-Union Position

DEPARTMENT NAME: County Attorney

DATE: 2/1/24

- (a) Employee Name, Title and Employee No.: **3rd Assistant County Attorney**
- (b) Current Annual **Base** Salary (and Grade if Applicable): **\$80,521**
- (c) Former Annual **Base** Salary (and Grade if Applicable): **\$77,080**
- (d) Effective Date for Salary Change*: **2/19/24**
**Please do not backdate request unless the purpose is to correct an error*
- (e) If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position?
 List Budget Code (with title), Object Code (with title), and Amount:
A.1420 110 County Attorney, Salaries-Regular
- (f) Is a Budget Transfer needed? **X** YES NO
 If yes, please complete Resolution Request Form No. 10 – Transfer of Funds
 If no, please provide details on how the increase will be funded within the current budget:
- (g) Is there expected revenue from this position? YES **X** NO
 If yes, please complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue
- (h) Justification of Request: **On January 23, 2024, the Criminal Justice, Public Safety & Emergency Services Committee approved a request to increase the salary for a Public Defender Law Intern from \$74,865.00 to \$80,521.00 based on admission as a newly licensed attorney on January 11, 2024. The 3rd Assistant County Attorney was admitted to practice on June 13, 2022 and began employment with the County of Warren on September 14, 2022 and the position generates revenue for the County.**

3RD ASSISTANT COUNTY ATTORNEY: WARREN COUNTY

Department: County Attorney

Classification: Exempt

Grade: Attorney Scale-Grade 1 (entry) or commensurate with years of experience

DISTINGUISHING FEATURES OF THE CLASS: Under the supervision and general direction of the County Attorney, an incumbent of this class will act for and on behalf of the County Attorney and have responsibility for the following general areas:

- Abstracting, title review, and complying with constitutional, statutory and local laws and resolutions related to County tax foreclosure proceedings, to include preparation and review of title abstracts and continuation reports for real properties subject to tax foreclosure, preparation of legal documents required to initiate and complete tax foreclosure proceedings and transfers of title following tax foreclosure and auction.
- Providing specialized legal professional work to handle legal issues arising from the day-to-day operations of the County; providing legal services in relation to administrative hearings and trials concerning the operation of County departments, boards, committees, and commissions; rendering legal counsel to department heads and other County officials and employees; representing the County before the Courts of the State of New York and the Federal Courts during the prosecution and defense of the County's interests through zealous advocacy on behalf of the County.
- Representing the County Attorney and the County's interests before the Family Court for Warren County to include drafting court documents, and appearing for arraignments, court appearances, attorney conferences, hearings and trials;
- Drafting and reviewing contracts on behalf of the County;
- Conducting legal research, drafting and preparing legal opinions for County officials and employees covering a wide range of subjects including constitutional law, statutory law, administrative law, environmental law, labor law, public health law, family law to include the family court act.

The successful candidate is appointed by the County Attorney and serves at the pleasure of the County Attorney. The Assistant County Attorney must be a resident of Warren County at the time of appointment and during employment.

MINIMUM QUALIFICATIONS: Admission to the Bar in the State of New York and relevant work experience involving preparation and/or review of title abstracts, and/or conducting real estate closings; litigation experience not required, but preferred.

SALARY: \$65,295, or commensurate with experience, plus full benefits.

**CANDIDATES SHOULD SEND COMPLETED WARREN COUNTY APPLICATION,
RESUME AND LETTER OF INTENT BY MAIL OR EMAIL TO:**

Warren County Attorney's Office
1340 State Route 9
Lake George, New York 12845
elment@WarrenCountyNY.gov

Warren County is an EOE/AA employer
Applications accepted until May 31, 2022
Applications may be obtained at: www.warrencountyny.gov/civilservice

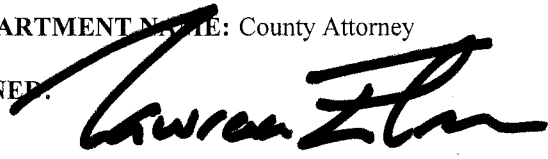
RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: County Attorney

SIGNED:



DATE: February 1, 2024

<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:

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-	A.1420 110	County Attorney, Salaries - Regular	\$3,441.00
		A.1420 830	County Attorney, Social Security	\$213.00
		A.1420 831	County Attorney, Medicare Contribution	\$50.00
		A.1420 810	County Attorney, Retirement	\$323.00

Other Payments/Contributions

Please state reason for transfer request: To fund the increase in the 3rd Assistant County Attorney position

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