

PERSONNEL, ADMINISTRATION & HIGHER EDUCATION COMMITTEE

AGENDA

FEBRUARY 29, 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) **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 appropriate \$1,000 from Budget Code A.895.00, *Computer Reserve Fund*, to Budget Code A.1040 220.1, *Clerk-Legislative Board, Office Equipment-Reserve*, to cover the cost of purchasing a new laptop.

B) Request to amend the 2024 Warren County Budget in the amount of \$155,556.68 to carry over 2023 ARPA funding.

4) **Referral from the Criminal Justice, Public Safety & Emergency Services Committee (Chaired by Supervisor Geraci): Probation (Robert Iusi, Director) -**

A) Request to amend the Table of Organization and Salary Schedule create the new position of Temporary Part-Time Probation Assistant, *Grade 7, Base Annual Salary \$43,187 (Full-Time)*, effective March 18, 2024.

**Sheriff (James LaFarr, Sheriff) -**

B) Request to amend the Table of Organization and Salary Schedule to create the new position of Re-Entry Specialist Part-Time, *Annual Salary \$25.00/hour*, effective March 18, 2024.

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

A) Request for a new contract with Themis Solutions Inc. (CLIO) to obtain license for legal practice management software for County Attorney's Office to manage office legal activities, track assignments/responsibilities/tasks/deadlines and increase efficiencies through document automation and best practices for the various areas of law practiced by the office.

B) Request for a transfer of funds in the amount of \$5,553.90 from Budget Code A.1990 469, *Contingent Account - Other Payments/Contributions*, to Budget Code A.1420 426, *Subscriptions*, to cover the cost of a one year subscription for legal practice management software from Themis Solutions Inc. (CLIO).

C) Request to amend the existing contract with Roemer Wallens Gold Mineaux, LLP to increase the amount not to exceed from \$20,000 to \$40,000.

D) Request for an executive session pursuant to Public Officers Law Section 105(1)(d), to discuss proposed, pending or current litigation, as follows: Actions to Recover Unpaid Occupancy Tax, Local Law 6 of 2018, Section 19(a); *Order to Show Cause by Tarrah Rockwell*; Warren County Index Number EF2024-72266, filed February 6, 2024; *Jasmine Earnest v. Town of Queensbury, County of Warren, Stilsing Electric, Inc., and Joanne Levack*, Warren County Index No. EF2022-2111; *Jennifer Dees & Ethan Smith v. Michael Zurlo, et al*, NDNY Case No. 1:24-cv-00001; *John David Smith v. County of Warren*, Warren County Index No. EF2020-68480.

6) **Request/Item to be Discussed by the County Administrator (John Taflan, County Administrator):**

A) Request to introduce Local Law No 2 of 2024 entitled "*A Local Law to Consolidate the Department of Human Resources and the Department of Civil Service Administration and its functions in the County of Warren into a Single Department of Human Resources and To Repeal Local Law #5 of 2015*", and authorizing a public hearing thereon.

B) Request to introduce proposed Local Law No. 3 of 2024 entitled *A Local Law Amending Local Law No. 1 of 2024, 'A Local Law Fixing the Salaries of Certain County Officers and Employees of Warren County,' To Remove and Replace the Title of Personnel Officer with the Title of Director of Human Resources,*" and authorizing a public hearing thereon.

C) Request to amend the Table of Organization and Salary Schedule to create the new position of Civil Service Administrator - per diem, *Annual Salary \$55.8093/hour*, and delete the position of Personnel Officer, *Annual Salary \$101,573*, effective April 22, 2024.

*Continued*

**V. Pending Items:**

The request from the County Treasurer's Office to define County service 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 would be discussed at a future meeting when the additional information was compiled by the County Attorney, County Administrator and County Human Resources Director regarding the request. (02.01.24)

**VI. Privilege of the Floor/Public Comment**

**VII. Motion to adjourn**

2024 - 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	2/25/2024	Phinney	\$53,558.00	\$10,371.00	\$ -
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	\$ -	-\$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	\$ -	-\$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	2/12/2024	Nolin	\$36,342.00	\$ -	\$ -
11/21/2023	Social Services	Intake Clerk (1754)	Vitolo	PR	\$ 39,089.00	\$ 38,447.00	1/30/2024	Perez-Torres	\$38,447.00	\$ -	-\$642.00
11/28/2023	DPW	Auto Mechanic # 7 (1278)	Weme	PR	\$ 58,890.00	\$ 48,324.00	2/5/2024	Blydenburgh	\$48,324.00	\$ -	-\$10,566.00
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	\$ -	-\$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	\$ -	-\$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	12/20/2024	Langworthy	\$54,430.00	\$3,074.00	\$ -
12/20/2023	Social Services	Intake Clerk # 11 (2791)	N/A	O	N/A	\$ 38,447.00	1/29/2024	Finkle	\$38,447.00	\$ -	\$ -
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	2/5/2024	Kazlo	\$46,051.00	\$1,322.00	-\$8,756.00
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	2/5/2024	Urrico	\$72,926.00	-\$2,360.00	-\$2,360.00
1/17/2024	Social Services	Caseworker # 9 (1653)	Hayes	O	\$ 55,547.00	\$ 54,061.00	1/22/2024	York	\$54,061.00	\$ -	-\$1,486.00
1/18/2024	DPW	Solid Waste/Recycle Comp. Coord (2650)	Szabo	RS	\$ 50,633.00	\$ 73,194.00	2/12/2024	Royael	\$73,194.00	\$ -	\$22,561.00
1/22/2024	Social Services	Caseworker # 15 (1665)	Austin-Avon	RS	\$ 54,061.00	\$ 54,061.00	2/20/2024	Mulcahy	\$54,061.00	\$ -	\$ -
1/23/2024	Social Services	Intake Clerk # 9 (2661)	Dashnaw	PR	\$ 39,089.00	\$ 38,447.00	1/29/2024	Mattison	\$38,447.00	\$ -	-\$642.00
1/23/2024	Social Services	Medicaid Clerk # 2 (2094)	Kazlo	PR	\$ 41,002.00	\$ 39,766.00	2/20/2024	Wright	\$41,002.00	\$1,236.00	\$ -
1/29/2024	Treasurer	Payroll Technician (2335)	Urrico	PR	\$ 59,017.00	\$ 56,219.00	2/22/2024	Paddock	\$59,017.00	\$2,798.00	\$ -
1/25/2024	Social Services	Caseworker # 16 (1670)	Ruiz	RS	\$ 54,704.00	\$ 54,061.00	vacant			\$ -	\$ -
2/7/2024	Social Services	SWE # 21 (1729)	Langworthy	O	\$ 47,448.00	\$ 44,729.00	2/12/2024	Licari	\$51,320.00	\$6,591.00	\$3,872.00
2/8/2024	Social Services	SWE # 40 (2101)	Palmatier	RT	\$ 54,807.00	\$ 44,729.00	vacant			\$ -	\$ -
2/13/2024	Tourism	Social Media Manager (2794)	N/A	PR	N/A	\$ 53,316.00	2/12/2024	Ellis	\$53,316.00	\$ -	\$ -
2/13/2024	Social Services	Sr Account Clerk (1703)	Cronin	RT	\$ 49,545.00	\$ 43,187.00	vacant			\$ -	\$ -
2/13/2024	Social Services	Resource Clerk # 3 (1636)	Warner	PR	\$ 39,661.00	\$ 38,447.00	vacant			\$ -	\$ -
2/14/2024	Social Services	SWE # 38 (2082)	Licari	O	\$ 51,320.00	\$ 44,729.00	vacant			\$ -	\$ -
2/15/2024	Social Services	Principal Account Clerk # 3 (2709)	Phinney	O	\$ 58,644.00	\$ 47,667.00	vacant			\$ -	\$ -
2/20/2024	Tourism	Marketing Coordinator (2798)	N/A	O	N/A	\$ 65,807.00	2/19/2024	O'Brien	\$65,807.00	\$ -	\$ -
2/20/2024	Self Insurance	Insurance Administrator (1974)	Clute	RT	\$ 101,654.00	\$ 83,760.00	2/19/2024	Burnham	\$83,760.00	\$ -	-\$17,894.00
2/20/2024	Social Services	Commissioner (1694)	Hanchett	RT	\$ 112,926.00	\$ 119,048.00	2/19/2024	Mastrianni	\$119,048.00	\$ -	\$6,122.00
2/21/2024	Office for the Aging	Services Assistant # 5 (2799)	N/A	O	N/A	\$ 43,187.00	vacant			\$ -	\$ -
2/22/2024	Social Services	SS Investigator # 2 (1758)	Biele	PR	\$ 58,390.00	\$ 48,324.00	vacant			\$ -	\$ -
<b>Totals:</b>										<b>-\$19,843.00</b>	<b>\$ (72,148.00)</b>

\* (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**

**DATE: FEBRUARY 29, 2024**

- (a) Purpose of Request:  
**To appropriate funds from the Computer Reserve to the Clerk of the Board's Budget for the purchase of a new laptop**
- (b) Details:  
**Appropriation from Budget Code A.895.00, Computer Reserve Fund, to Budget Code A.1040 220.1, Clerk-Legislative Board, Office Equipment-Reserve - \$1,000**
- (c) Previous Resolution Number:
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:  
**A.895.00, Computer Reserve Fund - \$1,000**

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

\* as listed in budget and LOGOS

**RESOLUTION REQUEST FORM NO. 7*****Request to Amend County Budget\****

***\*If this is the result of a grant award, also complete and submit Form No. 5 or 6***

**DEPARTMENT NAME: Legislative Board**

**DATE: February 29, 2024**

- (a) Purpose of Amendment: **To move 2023 ARPA Funding to 2024**
  
- (b) Appropriation Code, Object Code, Full Title and Amount: **A.1010.4999 470 (Legislative Board, American Rescue Plan Act (ARPA), Contract) - \$155,556.68**
  
- (c) Revenue Code (with title), and Amount: **A.1010.4999 4090 (Legislative Board, American Rescue Plan Act (ARPA), Coronavirus Local Fiscal Recovery Fund (CLFRF) ) - \$155,556.68**

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

DEPARTMENT NAME: Probation

DATE: 2/20/24

- (a) Title of Requested Position: **Temporary Part-Time Probation Assistant.**
- (b) Annual **Base** Salary (and Grade if Applicable): **\$43,187 (Full-time) , Grade 7**
- (c) Effective Date for New Position\*: **ASAP**  
*\*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):  
**None- We plan to utilize this temporary part-time position until such time that we are able to fill the full-time Probation Assistant position.**
- (e) Where are Funds in the Budget for this Position?  
 List Budget Code, Object Code, Full Title and Amount:  
**A.3140 110 Probation Salaries-Regular \$43,187**
- (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:

## PROBATION ASSISTANT

**DISTINGUISHING FEATURES OF THE CLASS:** This is a para-professional position in a probation department. Unlike a Probation Officer 1, a Probation Assistant is not a Peace Officer pursuant to the New York State Criminal Procedure Law. The incumbent is responsible for assisting Probation Officers in a local probation agency in tasks which may include performing pre-dispositional/pre-trial related duties such as interviewing and screening individuals arrested and/or otherwise not yet adjudicated/sentenced for suitability for pre-trial release, making recommendations for release, monitoring individuals released into the community whose cases are pending, and notifying courts of case status. An incumbent may also serve as a Probation Department's point of contact for transfer of records and files with other Probation Departments, law enforcement agencies or courts. He/she also assists in the control and supervision of probationers by performing tasks such as opening and closing cases, retrieving archived files, delivering documents to law enforcement agencies and the courts, assisting with the collection of financial obligations, and processing intra-and inter-state transfers. The work is performed under the supervision of a Probation Supervisor 1 or higher-level probation professional in accordance with applicable rules/regulations, statutes and/or policies and procedures as directed by a Probation Director or his/her designee. The incumbent will perform all related duties as required.

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

- Interviews individuals in custody of a law enforcement agency to assess their suitability for release from detention pending trial, monitors status of individuals released and notifies courts of their status;
- Assists individuals receiving probation services in completing questionnaires and other documents, and by answering general questions;
- Supports a Probation Department's involvement with specialty courts at the direction of a Probation Director or his/her designee which may include gathering information, conducting drug/alcohol screenings, and contacting victims, law enforcement agencies, human service agencies, treatment providers and other involved parties as necessary;
- Gathers information about individuals receiving probation services from a variety of sources, including but not limited to, public and private human services agencies, law enforcement agencies, courts and employers to verify social and legal histories of probationers, secures information regarding conduct and progress of probationers and helps resolve problems of probationers including problems related to housing, health care, employment, or other essential matters;
- Obtains and forwards documents and information needed by law enforcement agencies and the courts in accordance with applicable regulations and/or statutes as directed by the Probation Director or his/her designee;
- Registers and updates cases by entering data into a database or other electronic file, conducts record checks through local, State, and Federal databases where authorized and produces electronic reports as needed;
- Assists with the preparation of written memorandums, correspondence, transfer orders, discharge letters and other documents by gathering and relaying accurate information;
- Records attendance at day reporting;
- Performs a variety of office and/or clerical tasks including answering the phone, photocopying, and creating, filing and maintaining records;
- May perform drug and alcohol screenings and collect DNA samples;
- May prepare files for intra-or inter-state transfers and prepare and monitor inter/intra state transfers out of the local jurisdiction;
- May provide employment preparedness assessments and employment related training and assistance.

### **REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:**

- Good knowledge of pre-trial court procedures;
- Good knowledge of interviewing methods necessary to determine suitability for pre-trial release from detention;
- Good knowledge of tools used to monitor compliance with conditions of probation, such as drug and alcohol screening, DNA collection, and electronic monitoring devices;
- Good knowledge of the geography of the jurisdiction employed in;
- Working knowledge of laws pertaining to probation work and functions and procedures of family and criminal courts;

Working knowledge of the provisions of the Health Insurance Portability and Accountability Act (HIPAA) regulations and polices relating to confidentiality of case record information;

Working knowledge of special offender populations such as domestic violence offenders, sex offenders, DWI offenders, youthful offenders, juvenile offenders, Persons in Need of Supervision and juvenile delinquents;

Working knowledge of juvenile and adult risk and needs assessment instruments;

Working knowledge of factors related to crime and delinquency;

Working knowledge of the rules of evidence, arrest laws and custody procedures;

Working knowledge of community resources;

Working knowledge of employment, training and treatment options available to probationers;

Working knowledge of office terminology, procedures, equipment and business English;

Ability to interview detainees and assess their suitability for pre-trial release;

Ability to review and explain conditions of probation to a probationer;

Ability to gather and organize information related to the work performed;

Ability to administer drug, alcohol testing and collect DNA samples as needed;

Ability to establish and maintain effective working relationships with others;

Ability to understand and follow oral and written instructions;

Ability to communicate effectively both orally and in writing;

Ability to understand and empathize with the needs and concerns of others;

Ability to maintain composure and make rational judgments under stressful conditions.

**MINIMUM QUALIFICATIONS:**

- A) Associate's degree or higher in criminal justice, human services, chemical dependency counseling, business administration, or a closely related field; or
- B) Graduation from high school or possession of a high school equivalency diploma and two (2) years of experience working with the public in a public or private human services agency or a criminal justice or juvenile justice agency; or
- C) An equivalent combination of training and experience as defined by the limits of (A) and (B).

**SPECIAL REQUIREMENT:** Possession of a current driver's license or otherwise demonstrated ability to meet the transportation requirements of the position.

**NOTE:** The class specifications including the minimum qualifications for positions in Probation Departments are established by rule and regulations of the Division of Criminal Justice Services. These class specifications are found in Title 9 NYCRR Part 347, Appendix H-10, Standard Specifications for Professional Probation Positions.

**NOTE:** This position is allocated to the competitive class pursuant to the Executive Law Section 257(1).

**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:** Sheriff**DATE:** February 20, 2024

- (a) **Title of Requested Position:** Reentry Specialist P/T
- (b) **Annual Base Salary (and Grade of Applicable):** ~~EBB~~ \$25/hr.
- (c) **Effective Date for New Position:\***  
\*Please do not backdate unless the purpose is to correct an error.

Upon Approval of the Board of Supervisors

- (d) **List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request (Include annual salary and grade if applicable):**

N/A

- (e) **Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:**

A.3150 130 General Sheriff's Correction Division - Salaries - Part Time

- (f) **Has Personnel Officer Reviewed and Approved of the New Position Title?:** Yes  
(This is necessary **BEFORE** bringing the request to committees.)
- (g) **Is this a mandated position? If so, please explain:** No
- (h) **Is there expected revenue from this position? If so, please explain:** No

## RE-ENTRY SPECIALIST

**DISTINGUISHING FEATURES OF THE CLASS:** An employee in this position provides direct and indirect services to incarcerated individuals of the Warren County Correctional Facility with the goal of assisting with successful transition back into the community following incarceration, as well as reducing recidivism. Duties include assessment, outreach, enrollment and coordination of various services and programs in support of clients making the transition from life in prison to responsible citizenship. The incumbent is expected to meet and consult with corrections administration/staff, as well as professionals or agencies in or outside the facility to obtain assistance and guidance for clients. The work is performed under the general supervision of the Corrections Administrator. Does related work as required.

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

Performs screenings and assessments of incarcerated individuals to determine services and program needs;  
 Develops and implements re-entry assistance plan in accordance with the Sheriff's Office re-entry program policies and procedures;  
 Provides participants with one-on-one instruction and support in re-entry program areas, including employment readiness, job placement, education, substance abuse treatment referrals, mental health service referrals, housing etc.;  
 Works closely with community partners to provide a comprehensive network of support towards successful reintegration;  
 Assists clients to identify and address the barriers of community reintegration;  
 Monitors client's mental health, offering motivation towards positive behaviors;  
 Monitors client's progress and makes recommendations for changes to re-entry program plans;  
 Maintains accurate and complete client records of all program activities;  
 May schedule appointments for clients with other community agencies, support groups and/or community members;  
 Uses computer applications or other automated systems such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;  
 Performs other related duties, as assigned, for the efficient and effective operation of the Sheriff's Office.

### **REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:**

Good knowledge of local community services and providers available through the Sheriff's Office re-entry program;  
 Working knowledge of criminal justice initiatives as relates to persons re-entering society following incarceration;  
 Ability to accurately and appropriately assess and monitor client needs and plan services,  
 Ability to establish and maintain effective working relationships with clients, service providers and Corrections staff;  
 Ability to communicate effectively, both orally and in writing;  
 Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;  
 Ability to establish and maintain effective working relationships;  
 Ability to organize work efficiently and effectively;  
 Tact, courtesy, integrity, initiative, resourcefulness; confidentiality.

### **MINIMUM QUALIFICATIONS:**

- A) Bachelor's degree in criminal justice or social work, human services or closely related field; or
- B) Associate's degree in criminal justice, social work, human services or closely related field and two (2) years of experience in the field of criminal justice; or
- C) Graduation from high school or possession of a high school equivalency diploma and four (4) years in the field of criminal justice.

**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.

WC: 2024

JC: Competitive

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

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

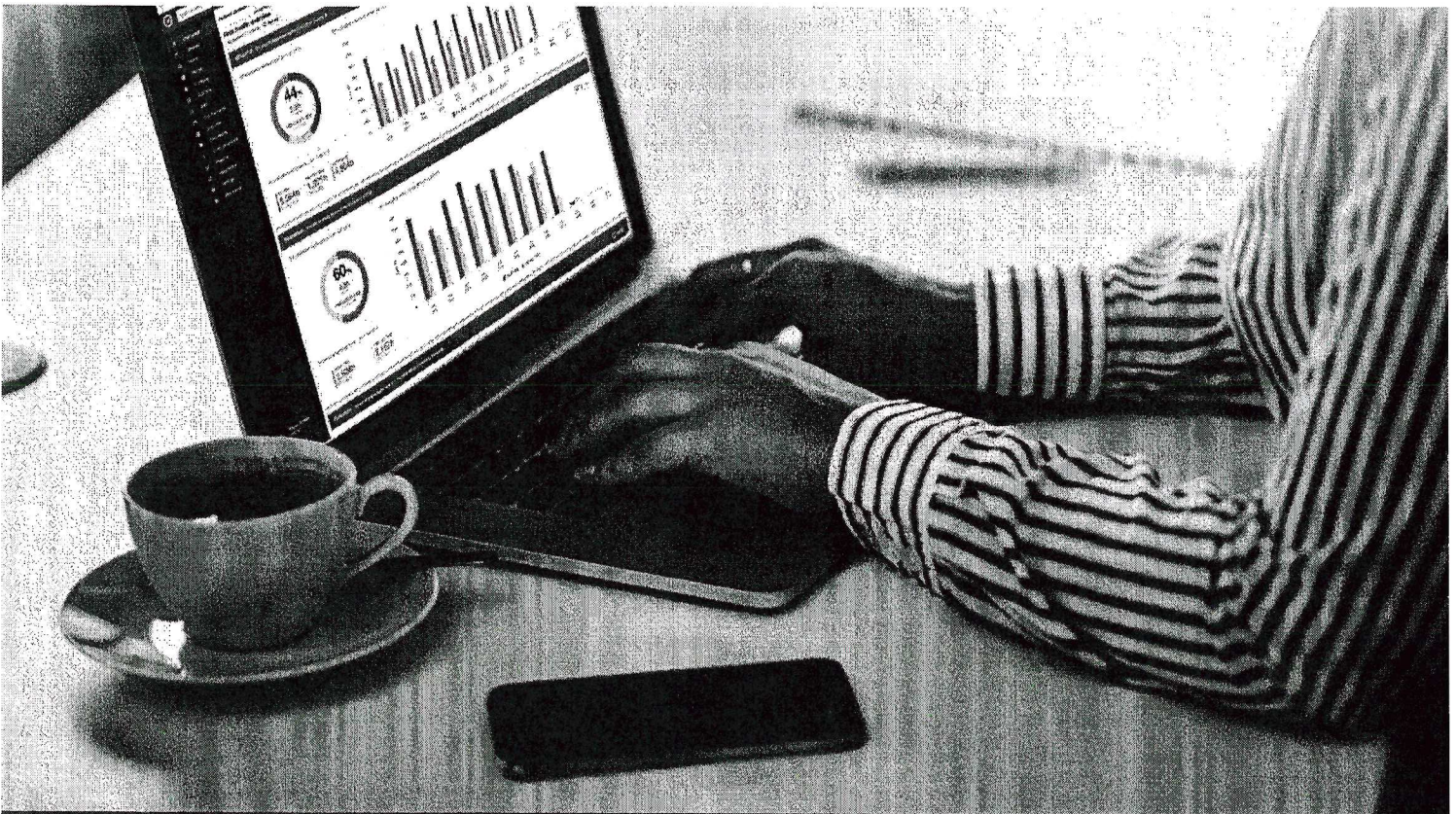
**DEPARTMENT NAME: COUNTY ATTORNEY'S OFFICE**

**DATE: FEBRUARY 29, 2024**

- (a) Is this a Result of a Bid or Request for Proposal? **No. (3 quotes)**
- (b) Purpose of Contract: **Obtain license for legal practice management software for County Attorney's Office to manage office legal activities, track assignments/responsibilities/tasks/deadlines, and increase efficiencies through document automation and best practices for the various areas of law practiced by office.**
- (c) Name of Contractor: **THEMIS SOLUTIONS INC. (CLIO)**
- (d) Address of Contractor: **300-4611 Canada Way, Burnaby, BC V5G 4X3**
- (e) Contractor's Contact Person and Telephone Number: **Samuel Neilly  
1-647-943-8950**
- (f) Has or will the Contract be provided, if so, please attach: **Proposal attached. North American Terms of Service, effective October 26, 2021 are attached.**
- (g) Commencement Date of Contract: **Not later than April 1, 2024**
- (h) Termination Date of Contract: **12 months after commencement of contract, with authority to extend for two additional one-year terms at a cost not greater than 5% than year two.**
- (i) Payment Provisions:
  - i) lump sum amount **\$5,553.90**
  - 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. **Upon activation of licenses and then annually.**
- (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 426 County Attorney, Subscriptions**

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



## Pricing Proposal

---

**Prepared for**  
**Warren County Municipal Center**  
Lawrence Elman - County Attorney

**Prepared by**  
Samuel Neilly - Account Executive

**Proposal Expiration Date**  
March 31st, 2024

## Why Clio

As a leader in the legal technology space, Clio provides the most widely used, highest rated, cloud-based software for legal professionals around the world.

- **Industry leader.** Clio is the undisputed leader in cloud-based legal technology, offering practice management, CRM, and client intake software.
- **Highest approval.** Clio has earned the most 5-star reviews out of any other legal software, the approval of over 65 bar associations and law societies around the world, and a global user base of 150,000 legal professionals.
- **First to market.** Clio was the first to bring cloud-based legal practice management software to market in 2008, paving the way for the first suite of client-centered law firm solutions.
- **Thought leadership.** Clio continues to lead the industry each year with groundbreaking research included in the Legal Trends Report and the Clio Cloud Conference, the most widely attended legal tech conference in the industry.

## Our Products



### Clio Manage—Legal practice management software

Our most popular product—the industry’s leading legal practice management software to help manage clients, organize cases, and automate tedious tasks and month-end billing.



### Clio Grow—Client intake and legal CRM software

Our client intake and legal CRM software to help standardize the client intake process, build strong relationships, and get powerful data insights to grow your firm.

## The Clio Advantage



### 24/5 Support

Get exceptional customer support from an award-winning team dedicated to your success.



### 200+ Integrations

With over 200 integration partners, Clio provides more options for law firms to tailor workflows to their specific practice needs.



### Security

Protect your clients’ information and your firm’s data with industry-leading security.



### Clio Mobile App

Working from the cloud allows your firm to work securely from anywhere, from any device

## Clio Migrations and Onboarding Services

Begin your post-sale experience with Clio's outstanding team of Data Migrations and Customer Onboarding Specialists. Trust our teams to bring in your previous data, and coach you through product adoption.

- **Data transformation.** Trust our team of experts to assist you in identifying the right data to match our system, and bring into your new live environment.
- **Coaching.** Not only do you get first class training on our product and how it'll work best in your practice, but we'll ensure you're seeing value ASAP.

“ Once we joined with Clio, it immediately put us all on the same page across multiple locations, and the results have been incredible. Clio turned us from a \$4-million firm to an \$8-million firm in two years.

Brian King  
Managing Partner  
King Law



## Stakeholders

### Warren County Municipal Center

Lawrence Elman - County Attorney

[elmenl@warrencountyny.gov](mailto:elmenl@warrencountyny.gov)

### Clio

Samuel Neilly - Account Executive

[samuel.neilly@clio.com](mailto:samuel.neilly@clio.com)

# Clio Advanced – Annual

<b>Subscription Type</b>	<b>6 Clio Advanced</b>
<b>Term Commitment</b>	<b>Annual</b>
<b>Payment Method</b>	<b>Credit Card</b>

Subscription Services					
Description	Price per User	Quantity	Waiver Term	Discount %	Price
Clio Advanced	\$99	6	1 Month	15%	\$504.90
Clio Grow	-				

Implementation Services			
Description	Price	Quantity	Total
Clio Manage Migration Services	Included		
Clio Manage Training Service - Live Training, Grow Onboarding	Included		
Clio Manage Support - Priority 24/5	Included		

<b>Total Subscription Services Annual (including 1 Month Waiver)</b>	<b>\$5553.90</b>
--	------------------

<b>Total Annual Amount Due Upon Activation (USD)</b>	<b>\$5553.90</b>
--	------------------

## Standard Terms

1. Additional users may be added throughout the duration of the agreement at a prorated amount.
2. By accepting this Service Proposal, you agree to Clio's Standard Terms of Service as disclosed at [clio.com/tos](https://clio.com/tos)
3. No refunds or credits will be issued for partial periods of service, subscription upgrades or downgrades, or periods unused with an active subscription, including but not limited to account cancellation and removal of user licenses or in connection with any onboarding or data migration services.
4. If you cancel the subscription within the first 12 months (the "Term Commitment"), you agree that the entire unpaid balance for the Term Commitment will immediately become due and payable with no payment adjustments for unused services or for the removal of any subscribers during that period.
5. While all services will be delivered in accordance with industry best practises, Clio makes no warranty that onboarding or data migration services will meet all of your expectations or requirements or will be fit for your particular purpose.



Try For Free

MENU

EFFECTIVE DATE: OCTOBER 26, 2021

# North American Terms of Service

For customers using app.clio.com and grow.clio.com

For customers using eu.app.clio.com, please refer to our EMEA Terms of Service.

The following "User License Agreement" governs your use of the software and services provided by Themis Solutions Inc. (and its subsidiaries) ("Themis") also known as Clio. This is a legal agreement between you and Themis and incorporates the Privacy Policy at [cliocom.com/privacy](https://cliocom.com/privacy) and the attached Exhibits. By registering your use of the Service (as defined below), you are accepting to be bound to the terms of this User License Agreement.

## 1. Definitions

(a) "Administrator" shall mean a Subscriber (as defined in Section 1(i)) with authority to designate additional Authorized Users and/or Administrators, and commit the Subscriber to additional services from Themis.

(b) "Agreement" shall mean this entire User License Agreement and incorporates by reference the Privacy Policy located at [cliocom.com/privacy](https://cliocom.com/privacy) and the attached Exhibits.

- Exhibit A – Themis Service Level Commitments and Support Services
- Exhibit B – Themis Data Protection Addendum for GDPR Compliance
- Exhibit C – Themis Authorized Subprocessors

(c) "Authorized User" shall mean an individual subscriber or the partners, members, employees, temporary employees, and independent contractors of an organization with a subscription to the Service who have been added to the account as users.

(d) "Confidential Information" shall mean the Content (as defined in Section 1(e)) and any information, technical data, or know-how considered proprietary or confidential by either party to this Agreement including, but not limited to, either party's research, services, inventions, processes, specifications, designs, drawings, diagrams, concepts, marketing, techniques, documentation, source code, customer information, personally identifiable information, pricing information, procedures, menu concepts, business and marketing plans or strategies, financial information, and business opportunities disclosed by either party before or after the Effective Date of this Agreement, either directly or indirectly in any form whatsoever, including in writing, orally, machine-readable form or through access to either party's premises.

2/26/24, 11:40 AM

Terms of Service | Clio

- (e) "Content" shall mean any information you upload or post to the Service and any information provided by you to Themis in connection with the Service, including, without limitation, information about your Authorized Users or Registered Clients, as defined in Section 1(g).
- (f) "Primary Subscriber" shall mean the Subscriber who initiated the Services offered by Themis and is assumed by Themis to have the sole authority to administer the subscription.
- (g) "Registered Client" means an individual who has been invited to use the client-facing features of the Service in a limited capacity as a client of an Authorized User.
- (h) "Service" shall mean any software or services provided by Themis, including but not limited to Clio Manage, practice management software, and Clio Grow, customer relationship management (CRM) and client intake software.
- (i) "Subscriber" shall refer to the purchaser of the Services provided by Themis and shall also include any present or former agent, representative, independent contractor, employee, servant, attorney and any entity or person who had authority to act on your behalf.
- (j) "Security Emergency" shall mean a violation by Subscriber of this Agreement that (a) could disrupt (i) Themis's provision of the Service; (ii) the business of other subscribers to the Service; or (iii) the network or servers used to provide the Service; or (b) provides unauthorized third party access to the Service.

## 2. Limited License & Use of the Service

2.1 Subscriber is granted a non-exclusive, non-transferable, limited license to access and use the Service.

2.2 Themis does not review or pre-screen the Content and Themis claims no intellectual property rights with respect to the Content.

2.3 Authorized Users agree not to reproduce, duplicate, copy, sell, resell or exploit access to the Service, use of the Service, or any portion of the Service, including, but not limited to the HTML, Cascading Style Sheet ("CSS") or any visual design elements without the express written permission from Themis.

2.4 Authorized Users agree not to modify, reverse engineer, adapt or otherwise tamper with the Service or modify another website so as to falsely imply that it is associated with the Service, Themis, or any other software or service provided by Themis.

2.5 Authorized Users agree that they will not knowingly use the Service in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of the terms of this Agreement.

2.6 Authorized Users agree that they will not knowingly use the Service to upload, post, host, or transmit unsolicited bulk email "Spam", short message service "SMS" messages, viruses, self-replicating computer programs "Worms" or any code of a destructive or malicious nature.

2.7 Except for the non-exclusive license granted pursuant to this Agreement, Subscriber acknowledges and agrees that all ownership, license, intellectual property and other rights and interests in and to the Service shall remain solely with Themis.

2.8 Authorized Users who configure the Service to share or make available certain Content to the public, are deemed to acknowledge and agree that everyone will have access to the Content ("Public Content"). It is the responsibility of the Authorized User to determine if the Service being shared is appropriate for each Registered User. Themis reserves the right, at any time, in its sole discretion, to take any action deemed necessary with respect to Public Content that violates the terms of this Agreement, including, but not limited to, removal of such Public Content.

2.9 Themis reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Service, with or without notice, except that Themis shall provide Subscriber with 30-days notice of any modification that materially reduces the functionality of the Service. Continued use of the Service following any modification constitutes Subscriber's acceptance of the modification.

2.10 Themis reserves the right to temporarily suspend access to the Service for operational purposes, including, but not limited to, maintenance, repairs or installation of upgrades, and will endeavor to provide no less than two business days notice prior to any such suspension. Such notice shall be provided to you in advance through by way of notification within the Service, email or other notification method deemed appropriate by Themis. Further, Themis shall endeavor to confine planned operational suspensions with a best effort to minimize disruption to the Subscriber, but reserves the ability to temporarily suspend operations without notice at any time to complete necessary repairs. In the event of a temporary suspension, Themis will use the same notification methods listed in this section to provide updates as to the nature and duration of any temporary suspension.

2.11 Themis stores all Content on redundant storage servers. The Subscriber may elect to, at a regular interval, replicate all Content associated with the subscription to a third party storage service ("Escrow Agent"). The replicated Content ("Escrowed Data") will be held under the terms of a separate agreement exclusively between the Subscriber and the Escrow Agent ("Escrow Agreement"). The Subscriber may also elect to replicate all Content associated with the subscription on its own storage device.

2.12 Subscriber grants to Themis a non-exclusive, royalty-free right during Subscriber's use of the Service, to use the Confidential Information for the sole purpose of performing Themis' obligations under the Agreement in accordance with the terms of the Agreement. Such rights shall include permission for Themis to generate and publish aggregate, anonymized reports on system usage and Content trends and type, provided they do not conflict with Section 4.1.

2.13 Themis uses one code-base for all jurisdictions. Subscriber is required, using settings available within the Service, to configure the Service for its own jurisdiction and to verify that the settings meet the Subscriber's requirements. Themis will highlight known features that may require Subscriber review.

### **3. Access to the Service**

3.1 Subscriber is only permitted to access and use the Service if he/she is an Authorized User or a Registered Client. Authorized Users are required to provide their full legal name, a valid email address, and any other information reasonably requested by the Service.

3.2 Each Authorized User will be provided with a unique identifier to access and use the Service ("Username"). The Username shall only be used by the Authorized User to whom it is assigned, and shall not be shared with, or used by any other person, including other Authorized Users.

3.3 The initial Administrator shall be the Primary Subscriber with authority to administer the subscription and designate additional Authorized Users and/or Administrators. Each subscription may designate multiple Authorized Users as Administrator. Any Administrator shall be deemed to have the authority to manage the subscription and any Authorized Users. The Administrator will deactivate an active Username if the Administrator wishes to terminate access to the Service for any Authorized User.

3.4 Administrators are responsible for all use of the Service by Authorized Users on the list of active Authorized Users associated with their subscription to the Service.

3.5 As between Themis and the Subscriber, any Content uploaded or posted to the Service remains the property of the Subscriber. Upon Cancellation or Termination of Service as discussed in Section 10 below, Themis shall only be responsible for the return of Content directly to the Administrator or a designated Authorized User in the event that the Administrator is unable to be reached.

3.6 All access to and use of the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service is strictly prohibited.

3.7 Authorized Users are permitted to access and use the Service using an Application Program Interface ("API") subject to the following conditions:

(a) any use of the Service using an API, including use of an API through a third-party product that accesses and uses the Service, is governed by these Terms of Service;

(b) Themis shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Themis has been advised of the possibility of such damages), resulting from any use of an API or third-party products that access and use the Service via an API;

(c) Excessive use of the Service using an API may result in temporary or permanent suspension of access to the Service via an API. Themis, in its sole discretion, will determine excessive use of the Service via an API, and will make a reasonable attempt to warn the Authorized User prior to suspension; and

(d) Themis reserves the right at any time to modify or discontinue, temporarily or permanently, access and use of the Service via an API, with or without notice.

#### **4. Confidentiality**

4.1 Each party agrees to treat all Confidential Information as confidential and not to use or disclose such Confidential Information except as necessary to perform its obligations under this Agreement.

4.2 Themis and any third party vendors and hosting partners it utilizes to provide the Service shall hold Content in strict confidence and shall not use or disclose Content except (a) as required to perform their obligations under this Agreement; (b) in compliance with Section 7 of this Agreement, or (c) as otherwise authorized by you in writing.

#### **5. Security and Access**

5.1 Themis is responsible for providing a secure method of authentication and accessing its Service. Themis will provide mechanisms that:

- (a) allow for user password management
- (b) transmit passwords in a secure format

(c) protect passwords entered for purposes of gaining access to the Service by utilizing code that follows password management best practices.

5.2 Subscriber will be responsible for protecting the security of usernames and passwords, or any other codes associated to the Service, and for the accuracy and adequacy of personal information provided to the Service.

5.3 Subscriber will implement policies and procedures to prevent unauthorized use of usernames and passwords, and will promptly notify Themis upon suspicion that a username and password has been lost, stolen, compromised, or misused.

5.4 At all times, Themis, and any third party vendors and hosting partners it utilizes to provide the Service, will:

(a) use information security best practices for transmitting and storing your Content, adhering to industry standards;

(b) employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols, vulnerability and patch management;

(c) ensure its host facilities maintain industry standards for security and privacy; and

(d) within thirty (30) days of a request by Subscriber, provide Subscriber with a (SOC2 or SOC3) audit report or industry standard successor report or a comparable description of its security measures in respect of the data center facilities used to host the Service and the Content. In order to obtain such a report, Subscriber must enter into an agreement with the third party provider of the report.

5.5 Themis shall report to Subscriber, with all relevant details (except those which could prejudice the security of data uploaded by other customers), any event that Themis reasonably believes represents unauthorized access to, disclosure of, use of, or damage to Content (a "Security Breach"). Themis shall make such report within 72 hours after learning of the Security Breach.

5.6 In the event of a Security Breach, Themis shall (a) cooperate with Subscriber to identify the cause of the breach and to identify any affected Content; (b) assist and cooperate with Subscriber in investigating and preventing the recurrence of the Security Breach; (c) assist and cooperate with Subscriber in any litigation or investigation against third parties that Subscriber undertake to protect the security and integrity of Content; and (d) use commercially reasonable endeavours to mitigate any harmful effect of the Security Breach.

## 6. EU Data Protection

The parties agree to comply with the provisions of the Data Processing Addendum set out in Exhibit B.

## 7. Legal Compliance

7.1 Themis maintains that its primary duty is to protect the Content to the extent the law allows. Themis reserves the right to provide the Confidential Information to third parties as required and permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter.

If Themis is required by law to make any disclosure of the Confidential Information that is prohibited or otherwise constrained by this Agreement, then Themis will provide Subscriber with prompt written notice (to the extent permitted by law) prior to such disclosure so that the Subscriber may seek a

protective order or other appropriate relief. Subject to the foregoing sentence, Themis may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or otherwise legally required to disclose.

7.2 Themis will only accept legal requests for production of Content or other Confidential Information through the procedures listed on <https://www.clio.com/legal-service>.

## 8. Managed Backup and Archiving

8.1 Themis's managed backup services must be designed to facilitate restoration of Content to the server or device from which the Content originated in the event the primary data is lost or corrupted. Themis shall ensure recovery of lost or corrupted Content at no cost to you. Following any cancellation or termination of Service for any reason, Subscriber shall have ninety days to retrieve any and all Content.

## 9. Payment, Refunds, and Subscription Changes

9.1 Subscribers with paid subscriptions will provide Themis with a valid credit card for payment of the applicable subscription fees. All subscription fees are exclusive of all federal, state, provincial, municipal, or other taxes which Subscribers agree to pay based on where the Subscriber is located. Invoices will include (i) subscription fees and (ii) all applicable sales taxes, as amended from time to time, for the jurisdiction in which the Subscriber is located. In the event of updated tax rates, Themis will apply the new tax rate without notice to the Subscriber. In addition to any fees, the Subscriber may still incur charges incidental to using the Service, for example, charges for Internet access, data roaming, and other data transmission charges.

9.2 Subscribers with monthly paying subscriptions will be charged upon the expiration of any applicable free trial period. Subscriptions cancelled prior to the expiration of any trial period, will not be charged. **Monthly Subscribers will thereafter be charged in advance each 30 days. Annual Subscribers will thereafter be charged annually on the anniversary date of the initial subscription charge. All charges are final and non-refundable, including payments made by Annual Subscribers, setup fees, and other professional services charges.**

Subscribers who purchased setup or professional services, like tailored live training, customized forms and documents, or migration services, must initiate those services within sixty (60) days (Service Window) following their purchase. Absent a separate invoice, the date of purchase for setup or professional services will be deemed to be the initial date of entry of a valid credit card for payment as required in §9.1. **Failure of the Subscriber to initiate purchased setup or professional services within Service Window will result in those services no longer being available and no refund will be issued.**

9.3 No refunds or credits will be issued for partial periods of service, upgrade/downgrade refunds, or refunds for periods unused with an active subscription, including, but not limited to, instances involving the removal of a Subscriber.

9.4 There are no charges for cancelling a subscription and paying subscriptions cancelled prior to the end of their current billing cycle will not be charged again in the following cycle.

9.5 The amount charged on the next billing cycle will be automatically updated to reflect any changes to the subscription, including upgrades or downgrades, and including the addition or removal of discounts included for the purchase of suite services. Adding Authorized User subscriptions or subscription upgrades will trigger prorated charges in the current billing cycle. Subscriber authorizes Themis to apply updated charge amounts. Subscription changes, including downgrades, may result in

loss of access to Content, features, or an increase or reduction in the amount of available capacity for Content provided by the Service.

9.6 All prices are subject to change upon notice. Such notice may be provided by an e-mail message to the Administrator, or in the form of an announcement on the Service.

9.7 Subscriber is responsible for paying all taxes associated with the subscription to the Service. If Themis has the legal obligation to pay or collect taxes for which Subscriber is responsible under this section, the appropriate amount shall be charged to and paid by Subscriber, unless Subscriber provides Themis with a valid tax exemption certificate authorized by the appropriate taxing authority.

9.8 Any and all payments by or on account of the compensation payable under this Agreement shall be made free and clear of and without deduction or withholding for any taxes. If the Subscriber is required to deduct or withhold any taxes from such payments, then the sum payable shall be increased as necessary so that, after making all required deductions or withholdings, Themis receives an amount equal to the sum it would have received had no such deduction or withholding been made.

## 10. Cancellation and Termination

10.1 Administrators are solely responsible for canceling subscriptions. An Administrator may cancel their subscription at any time by accessing the Service and visiting [app.clio.com/settings/subscription/edit](https://app.clio.com/settings/subscription/edit) as applicable. For security reasons, cancellations shall only be performed by an Administrator using the account cancellation URL within the Service. The Administrator may be directed, within the Service, to call support to complete the cancellation. Cancellations shall not be accepted by any other means.

10.2 Themis in its sole discretion has the right to suspend or discontinue providing the Service to any Subscriber without notice for actions that are (a) in material violation of this Agreement and (b) create a Security Emergency.

10.3 If (i) Authorized Users use the Service to materially violate this Agreement in a way that does not create a Security Emergency; (ii) Themis provides Subscriber with commercially reasonable notice of this violation; (iii) Themis uses commercially reasonable efforts to discuss and resolve the violation with Subscriber; and (iv) despite the foregoing, the violation is not resolved to Themis's reasonable satisfaction within thirty (30) days of such notice, then Themis reserves the right to suspend access to the Service.

10.4 As required by Section 8 above ("Managed Backup and Archiving"), upon cancellation or termination of a subscription, Content is made available to the Administrator or a designated Authorized User. Following a period of no less than ninety (90) days from the cancellation or termination of a subscription, all Content associated with such subscription will be irrevocably deleted from the Service. All Escrowed Data, if any, will continue to remain available for a period of six months upon cancellation or termination of a subscription in accordance with the terms of the Escrow Agreement.

## 11. Limitation of Liability

11.1 Except in the case of a violation by Themis of its obligations under Section 4 above ("Confidentiality"), Section 5 above ("Security and Access"), and Section 8 above ("Managed Backup and Archiving"), and except as provided in Section 13.2 below ("Indemnification"), Themis shall not be liable for and Subscriber waives the right to claim any loss, injury, claim, liability or damage of any kind resulting in any way from the Services provided to Subscriber by Themis.

11.2 SUBSCRIBER AGREES THAT THE LIABILITY OF THEMIS ARISING OUT OF ANY CLAIM IN ANY WAY CONNECTED WITH THE SERVICE WILL NOT EXCEED THE TOTAL AMOUNT YOU HAVE PAID FOR THE SERVICE PURSUANT TO THE AGREEMENT WITHIN THE SIX MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE. SUBSCRIBER FURTHER AGREES THAT THEMIS IS NOT AND WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, ATTORNEY FEES) RELATING TO THIS AGREEMENT. THESE DISCLAIMERS APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER THOSE DAMAGES ARE FORESEEABLE AND WHETHER THEMIS HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THESE DISCLAIMERS ARE NOT APPLICABLE TO THE INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 13.2. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF DAMAGES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY THEMIS TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE FROM AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

11.3 Subscriber will solely be responsible for any damage and/or loss of Content contained in Subscriber's technology which occurs as a result of Subscriber's electronic equipment and/or Subscriber's computer system.

## 12. Disclaimer of Warranties

12.1 THEMIS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO ANY SERVICES PROVIDED BY THEMIS. NOTHING IN THIS SECTION 12.1 SHALL MODIFY THEMIS'S OBLIGATION TO INDEMNIFY SUBSCRIBER AS REQUIRED BY SECTION 13.2(A) OF THIS AGREEMENT ("INDEMNIFICATION").

12.2 Themis makes no warranty that its services when provided to Subscriber in digital or electronic format will be compatible with Subscriber computer and/or other equipment, or that these Services will be secure or error free. Nor does Themis make any warranty as to any results that may be obtained from the use of the Service. Nothing in this Section 12.2 shall modify Themis's obligations under Section 4 above ("Confidentiality") or Section 5 above ("Security and Access") or Themis's obligation to indemnify you as required by Section 13.2(b) of this Agreement ("Indemnification").

12.3 Themis hereby disclaims all warranties of any kind related to Subscriber's hardware or software beyond the warranties provided by the manufacturer of Subscriber's hardware or software.

## 13. Indemnification

13.1 Subscriber hereby agrees to indemnify and hold harmless Themis from and against any claim, action, proceeding, loss, liability, judgment, obligation, penalty, damage, cost or expense, including attorneys' fees, which arise from or relate to the following:

- a. Authorized Users' breach of any obligation stated in this Agreement, and
- b. Authorized Users' negligent acts or omissions.

Themis will provide prompt notice to Subscriber of any indemnifiable event or loss. Subscriber will undertake, at Subscriber's own cost, the defense of any claim, suit or proceeding with counsel

reasonably acceptable to Themis. Themis reserves the right to participate in the defense of the claim, suit, or proceeding, at Themis' expense, with counsel of Themis' choosing.

13.2 Themis shall defend, indemnify and hold Subscriber harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Subscriber by a third party

a. alleging that the Service, or use of the Service as contemplated hereunder, infringes a copyright, a U.S. patent issued as of the date of final execution of this Agreement, or a trademark of a third party or involves the misappropriation of any trade secret of a third party; provided, however, that Subscriber:

(a) promptly gives written notice of the Claim to Themis (provided, however, that the failure to so notify shall not relieve Themis of its indemnification obligations unless Themis can show that it was materially prejudiced by such delay and then only to the extent of such prejudice); (b) gives Themis sole control of the defense and settlement of the Claim (provided that Themis may not settle any Claim unless it unconditionally releases Subscriber of all liability); and (c) provides to Themis, at Themis's cost, all reasonable assistance. Themis shall not be required to indemnify Subscriber in the event of: (x) modification of the Service by Subscriber in conflict with Subscriber's obligations or as a result of any prohibited activity as set forth herein to the extent that the infringement or misappropriation would not have occurred but for such modification; (y) use of the Service in combination with any other product or service not provided by Themis to the extent that the infringement or misappropriation would not have occurred but for such use; or (z) use of the Service in a manner not otherwise contemplated by this Agreement to the extent that the infringement or misappropriation would not have occurred but for such use; or

b. arising out of or related to a violation by Themis of its obligations under Section 4 above ("Confidentiality") or Section 5 above ("Security and Access"),

#### 14. Clio Payments

14.1 Themis offers an optional product which allows you to process payments and other payment related services ("Clio Payments"). In addition to Services related to Clio Payments provided by Themis, the payment processing component of Clio Payments is provided by the third party payment processing provider Stripe Payments Canada, Ltd. or its affiliates ("Payment Processor"). This payment processing is a Third Party Service (as defined below) and is subject to the Stripe Connected Account Agreement including agreements and other documents referred to in such agreement (collectively, the "Payment Processing Agreement"), as modified by the Payment Processor in accordance with the Payment Processing Agreement. By enrolling in and continuing to use Clio Payments, Subscriber agrees to be bound by this Section 14 and the applicable terms of the Payment Processing Agreement.

14.2 Clio Payments are subject to certain fees and surcharges communicated to Subscriber during the enrollment process. As a condition of Themis enabling Clio Payments, Subscriber agrees to provide Themis with accurate and complete information related to Subscriber's use of Clio Payments and authorizes Themis to share such information and transaction information with the Payment Processor pursuant to our Privacy Policy. Transaction information from payors will be collected for processing of transactions by the Payment Processor in accordance with the Payment Processor's terms applicable to the payments. To the extent permitted by law, Themis may collect any payment obligations Subscriber owes under this Agreement by deducting the corresponding amounts from funds payable to Subscriber arising from the settlement of card transactions through Clio Payments. Fees will be assessed at the time a transaction is processed and will be first deducted from the funds received for such transactions. If the settlement amounts are not sufficient to meet Subscriber's obligations, Themis may charge or debit the bank account or credit card registered in Subscriber's account for any

amounts owed (and you agree to execute such additional directions in writing to permit us to do so, if required). In the event a payment chargeback or dispute occurs, Subscriber may be charged a dispute fee per occurrence by Themis. This Section does not permit Themis to debit a Subscriber trust account for any reason. In addition to the amount due, delinquent accounts may be charged fees that are incidental to the collection of delinquent accounts and chargebacks including, but not limited to, collection fees, convenience fees, legal fees and expenses, costs of any arbitration or court proceeding, collection agency fees, any applicable interest and third party charges. Subscriber hereby explicitly agrees that all communication in relation to delinquent accounts will be made by electronic mail or by phone, at addresses and numbers provided to Themis. Such communication may be made by Themis or by anyone on its behalf, including, but not limited to, a third party collection agent. Subscriber will comply with the terms and conditions of any applicable merchant agreements and all applicable card network rules, policies, laws and regulations, at all times while using Clio Payments. An Administrator may cancel the use of Clio Payments at any time by visiting here.

## 15. Miscellaneous

15.1 Technical support and training are available to Authorized Users with active subscriptions, and is available by telephone, email or electronic support ticket, as defined at [support.clio.com/home](https://support.clio.com/home) and in Exhibit A.

15.2 Subscriber acknowledges and agrees that Themis may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

15.3 The Services may allow you to access or use or integrate with third party providers of products and services ("Third Party Services"). Such Third Party Services are not "Services" under this Agreement and are not subject to any terms related to Services, including related warranties, indemnities, service commitments or other obligations. The availability of any Third Party Services through the Services does not imply Themis's endorsement of or affiliation with the provider. Access to and use of any Third Party Services are subject to the separate terms and conditions required by the providers of the Third Party Services. Themis does not control the Third Party Services and will have no liability to Subscriber in connection with any Third Party Service. Themis has no obligation to monitor or maintain any Third Party Service and may replace, disable or restrict access to any Third Party Service or cancel related integrations at any time, without notice. The calculation of downtime pursuant to Exhibit A does not include the unavailability of any integration to a Third Party Service. BY USING OR ENABLING ANY THIRD PARTY SERVICE, SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT ANY LIABILITY AND REMEDIES RELATED TO A THIRD PARTY SERVICE IS WHOLLY GOVERNED BY THE APPLICABLE THIRD PARTY AGREEMENT AND THEMIS DISCLAIMS ALL LIABILITY RELATED TO SUCH THIRD PARTY SERVICE.

15.4 Subscriber acknowledges the risk that information and the Content stored and transmitted electronically through the Service may be intercepted by third parties. Subscriber agrees to accept that risk and will not hold Themis liable for any loss, damage, or injury resulting from the interception of information. The Content is stored securely and encrypted. Only Themis, with strict business reasons, may access and transfer the Content and only to provide Subscriber with the Service. Themis will make reasonable efforts to provide notice to Subscriber prior to such access and transfer. Themis' actions will comply with its obligations under Sections 4 and 5 of this Agreement.

15.5 The failure of either party to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

2/26/24, 11:40 AM

Terms of Service | Clio

15.6 This Agreement constitutes the entire agreement between Authorized Users and Themis and governs Authorized Users use of the Service, superseding any prior agreements between Authorized Users and Themis (including, but not limited to, any prior versions of this agreement).

15.7 Themis reserves the right to amend this Agreement. In the event of material changes to the Agreement, Themis will notify Subscribers, by email, or by other reasonable means of these changes prior to their enactment. Continued use of the Service by the Subscriber after reasonable notice will be considered acceptance of any new terms.

15.8 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect.

15.9 Governing Law and Venue. This Agreement and your relationship with Themis shall be governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the province of British Columbia, Canada and shall be considered to have been made and accepted in British Columbia, Canada, without regard to its conflict of law provisions. All disputes under this Agreement will be resolved by the courts of British Columbia in Vancouver, and Subscribers consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and legal fees.

---

**Have questions? Call 1-888-858-2546 or email [sales@clio.com](mailto:sales@clio.com).**

Our sales team is available Monday to Friday from 8 a.m. to 8 p.m. EST.



#### Products

Clio Complete  
Clio Manage  
Clio Grow  
Clio for Clients  
Clio Draft  
Integrations

#### Features

Client Intake  
Billing & Collections  
Case Management  
Document Management  
Task Management  
What's New  
See All Features

#### Resources & Events

All Upcoming Events  
Customer Stories  
Clio Cloud Conference  
Legal Trends Report  
Compare Clio  
Blog  
Start a Law Firm

#### Community

Customer Community

#### Support

Help Center

2/26/24, 11:40 AM

Terms of Service | Clio

- Bar Associations
- Incubator Program
- Referrals
- Academic Access
- Certified Consultants

- Developer Hub
- Find a Consultant
- Clio Academy
- Sitemap
- Subscribe
- Contact Us

**TRANSFORMING THE LEGAL EXPERIENCE FOR ALL**

[About Us](#) • [Our Mission](#) • [Leadership](#) • [Careers](#) • [News & Press](#)



[Terms of Service](#) [Legal Service](#) [Privacy Policy](#) [Cookies](#) [GDPR](#) [Accessibility](#) [Region](#) ▼

© 2008 - 2024 Themis Solutions Inc. (Clio) | 300 - 4611 Canada Way, Burnaby, BC V5G 4X3

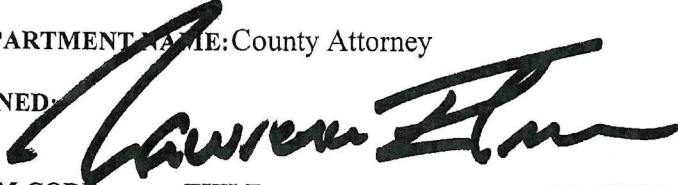
RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: County Attorney

SIGNED:



DATE: 2/29/24

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
------------------	--------------	----------------	--------------	---------------

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	A.1420 426	Subscriptions	\$5553.90

Please state reason for transfer request: One year subscription to legal practice management software from Themis Solutions Inc. (CLIO) from March 2024 through March 2025.

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

**RESOLUTION REQUEST FORM NO. 4*****Request for Extending, Rescinding or Amending Existing Contract***DEPARTMENT NAME: **County Attorney**DATE: **2/29/24**

- (a) Purpose of Contract Change: **Increase the not to exceed amount from \$20,000 to \$40,000**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **753 of 2022**
- (c) Name of Contractor: **Roemer Wallens Gold Mineaux, LLP**
- (d) Address of Contractor: **13 Columbia Circle, Albany, NY 12203**
- (e) Contractor's Contact Person and Telephone Number:
- (f) Commencement Date of Extension: **February 1, 2024**
- (g) Termination Date of Extension: **Upon conclusion of the Federal District Court lawsuit**
- (h) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed **\$40,000**  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A.1420 440, Law (County Attorney), Legal/Transcript 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

# Warren County Board of Supervisors

## RESOLUTION NO. 753 OF 2022

**RESOLUTION INTRODUCED BY SUPERVISORS THOMAS, CONOVER, BEATY, FRASIER, WILD, BRAYMER AND RUNYON**

**AUTHORIZING AGREEMENT WITH ROEMER WALLENS GOLD & MINEAUX, LLP TO PROVIDE LEGAL SERVICES IN DEFENDING WARREN COUNTY AGAINST EMPLOYMENT LAW LITIGATION CLAIMS FILED BY KATHLEEN INNIS FOR THE COUNTY ATTORNEY'S OFFICE**

WHEREAS, the County Attorney is requesting that the County enter into an agreement with Roemer Wallens Gold & Mineaux, LLP (“Roemer”), 13 Columbia Circle, Albany, New York 12203, to provide legal services in defending Warren County against Employment Law litigation claims filed by Kathleen Innis, for a term commencing December 16, 2022 and terminating upon conclusion of the Federal District Court lawsuit, excluding any and all appeals, for an amount not to exceed Twenty Thousand Dollars (\$20,000), Roemer will bill the County at the hourly rates of Two Hundred Seventy Dollars (\$270) for partners, Two Hundred Fifty Dollars (\$250) for associate attorneys and One Hundred Ten Dollars (\$110) for paralegals and law clerks, as well as costs and disbursements incurred in relation to the legal representation, now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors be, and hereby is authorized to execute an agreement with Roemer Wallens Gold & Mineaux, LLP, for the legal services described in the preambles of this resolution, 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.1420 440, Law (County Attorney), Legal/Transcript Fees.

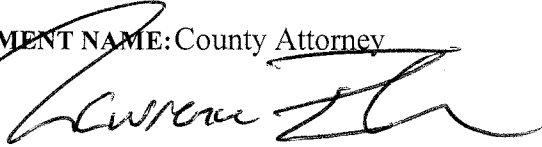
**RESOLUTION REQUEST FORM NO. 10**

**Request for Transfer of Funds**

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

DEPARTMENT NAME: County Attorney

SIGNED:



DATE: 2/29/24

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
------------------	--------------	----------------	--------------	---------------

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 426	Subscriptions	\$5553.90
		A.1420 440	Legal/Transcript Fees	\$20,000.00
	Other Payments/Contributions			

Please state reason for transfer request: \$5,553.90 for One year subscription to legal practice management software from Themis Solutions Inc. (CLIO) from March 2024 through March 2025.

\$20,000 to increase the agreement with Roemer Wallens Gold Mineaux, LLP

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

**COUNTY OF WARREN  
LOCAL LAW 2 of 2024**

Section 1: Title: This local law shall be entitled “A Local Law to Consolidate the Department of Human Resources and the Department of Civil Service Administration and its functions in the County of Warren into a Single Department of Human Resources and To Repeal Local Law #5 of 2015.”

Section 2: Purpose: The purpose of this local law is to:

- 1) Continue the election made by the County of Warren under Local Law No. 3 of 1971 that the provisions of the Civil Service Law be administered under and by the personnel officer as provided by paragraph (b) of subdivision one of section fifteen of the Civil Service Law, effective January 1, 1973; and
- 2) Consolidate the Departments of Human Resources and Civil Service Administration and set forth the powers and duties for the Director of Human Resources; and
- 3) Designate the Director of Human Resources as the County Personnel Officer; and
- 4) Discontinue the Department of Civil Service Administration with all personnel reassigned to the Department of Human Resources.

Section 3: Personnel Form of Civil Service Administration: Effective January 1, 1973 the office of Personnel Officer in and for the County of Warren was created and established. The term of office of the Personnel Officer is six years unless otherwise required by law. The County of Warren hereby continues to elect that the provisions of the Civil Service Law be administered in the County of Warren under and by a Personnel Officer who shall be the Director of Human Resources, as provided in paragraph (b) of subdivision one of section fifteen of the Civil Service Law. The Personnel Officer shall be appointed by the Warren County Board of Supervisors.

Section 4: Department of Civil Service Administration is Discontinued: The Department of Civil Service Administration as established by LL 5 of 2015 is hereby discontinued and all employees are reassigned to the Department of Human Resources.

Section 5: Department of Human Resources Consolidated with Department of Civil Service Administration: There shall be established a Department of Human Resources under the leadership of the Director of Human Resources, which shall include the duties and responsibilities over the County’s Human Resources functions and the designation, duties and responsibilities of the County Personnel Officer, as set forth under NYS Civil Service Law.

The Director of Human Resources shall be: (1) Appointed by the Board of Supervisors on the basis of qualifications and experience determined appropriate for the responsibilities of the office for a term of office equal to six years, or for the unexpired portion of the term for the vacating officer thereof, in accordance with the provisions of New York State Civil Service Law, and (2) Report to the Board of Supervisors.

Section 6: Powers and Duties of the Director of Human Resources: Except as may otherwise be provided for in this Local Law, the Director of Human Resources:

- a. Shall have all of the powers and perform all the duties of Personnel Officer as prescribed by paragraph (b) of subdivision one of section 15 the Civil Service Law and otherwise set forth in New York State and/or local Civil Service law, rules and regulations; and further, perform all such powers, duties and activities for the County of Warren and the all the municipalities, school districts, special districts, and/or other appointing authorities within its jurisdiction, and
- b. Shall have the responsibility for managing the core areas of human resource management, labor relations, and health benefits administration for the County of Warren and the authority to appoint, supervise, discipline and remove all employees of the Department of Human Resources, in accordance with applicable Civil Service Law and Rules, collective bargaining agreements, other County policies/procedures, federal and state laws, and subject to annual budget appropriations

SECTION 7: Impact of this Local Law on other Local Laws-Repeal of Local Law 5 of 2015. Insofar as the provisions of this Local Law supersede or are inconsistent with the provisions of any previously enacted Local Law, including Local Law No. 3 of 1971, as originally adopted, and as amended by Local Law 11 of 2006, Local Law No. 5 of 2012, and Local Law No. 1 of 2014, and Local Law No. 5 of 2015, this Local Law 2 of 2024 shall be controlling. Local Law No. 5 of 2015 is hereby repealed in its entirety. Nothing in this Local Law shall be deemed to modify or expand the appointed term of the Personnel Officer prior to the enactment of this Local Law.

SECTION 8. Severability. In the event that any provision of this Local Law shall be determined by a Court of Law to be illegal and/or unenforceable, this Local Law, to the extent the Courts have determined practical shall continue in full force and effect as if the said illegal or unenforceable provision were not contained a part thereof.

SECTION 9. Effective Date. This Local Law shall take effect immediately upon filing with the Secretary of State.

# Warren County Board of Supervisors

## RESOLUTION NO. OF 2024

### RESOLUTION INTRODUCED BY SUPERVISORS

**INTRODUCING PROPOSED LOCAL LAW NO. 3 OF 2024, ENTITLED "A LOCAL LAW AMENDING LOCAL LAW NO. 1 OF 2024, 'A LOCAL LAW FIXING THE SALARIES OF CERTAIN COUNTY OFFICERS AND EMPLOYEES OF WARREN COUNTY,' TO REMOVE AND REPLACE THE TITLE OF PERSONNEL OFFICER WITH THE TITLE OF DIRECTOR OF HUMAN RESOURCES," AND AUTHORIZING PUBLIC HEARING THEREON**

RESOLVED, that proposed Local Law No. 3 of 2024 entitled "A Local Law Amending Local Law No. 1 of 2024, 'A Local Law Fixing the Salaries of Certain County Officers and Employees of Warren County,' to Remove and Replace the Title of Personnel Officer with the Title of Director of Human Resources", attached hereto and made a part hereof, be, and the same hereby is, introduced before the Warren County Board of Supervisors, and in order to give interested members of the public the opportunity to be heard thereon, the Board of Supervisors shall hold a public hearing at the Supervisors' Rooms in the Warren County Municipal Center on the 19<sup>th</sup> day of April, 2024, at 10:00 p.m., on the matter of the adoption of said proposed Local Law No. 3 of 2024, and be it further

RESOLVED, that the Clerk of the Board of Supervisors be, and hereby is, authorized and directed to give notice of such public hearing in the manner provided by law.

*RESOLUTION NO. OF 2024*

PAGE 2 OF 2

**COUNTY OF WARREN  
PROPOSED LOCAL LAW NO. 3 OF 2024**

**A LOCAL LAW AMENDING LOCAL LAW NO. 1 OF 2024, 'A LOCAL LAW FIXING THE SALARIES OF CERTAIN COUNTY OFFICERS AND EMPLOYEES OF WARREN COUNTY', TO REMOVE AND REPLACE THE TITLE OF PERSONNEL OFFICER WITH THE TITLE OF DIRECTOR OF HUMAN RESOURCES**

**BE IT ENACTED**, by the Board of Supervisors of the County of Warren, New York, as follows:

SECTION 1. Effective April 22, 2024 the title of Personnel Officer shall be deleted and replaced with that of the Director of Human Resources, and the salary, including longevity increments, if any, of the following county officer and employee are hereby fixed and established as follows:

<u>TITLE</u>	<u>AMOUNT</u>
Director of Human Resources	\$113,290.00

SECTION 2. The salary established for the county officer and employee named in Section 1 hereof include longevity payments, if any, added to the base salary of the county officer or employee in accordance with a schedule providing such longevity increments based on the number of years of county service as may be adopted by the Board of Supervisors by resolution.

SECTION 3. Any and all prior schedules of compensation for the aforesaid county officer and employee are hereby superseded.

SECTION 4. All Local Laws heretofore adopted by Warren County affecting the aforementioned county officer's salaries are hereby amended accordingly, without any further amendment to any salaries for any other County officers and employees, and except as amended herein as to the county officer and employee named in Section 1, that Local Law 1 of 2024 shall remain and is in full force and effect.

SECTION 5. This Local Law is subject to referendum on petition as provided by subdivision 2(h) of Section 24 of the Municipal Home Rule Law. This Local Law shall become effective 45 days after its adoption and upon filing in the Office of the Secretary of State, except that this Local Law shall not be effective until approved by affirmative vote of qualified electors, if a petition requesting a referendum is filed as provided under the Municipal Home Rule Law.

**RESOLUTION REQUEST FORM NO. 11****Request to Create New Position**DEPARTMENT NAME: **Human Resources/Civil Service**DATE: **February 23,2024**

- (a) Title of Requested Position: **Civil Service Administrator - per diem**
- (b) Annual **Base** Salary (and Grade if Applicable): **\$55.8093/hour**
- (c) Effective Date for New Position\*: ~~April 15, 2024~~ **APRIL 22, 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):  
**Personnel Officer - \$101,573**
- (e) Where are Funds in the Budget for this Position?  
List Budget Code, Object Code, Full Title and Amount:  
**A.1430.110**
- (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:

**CIVIL SERVICE ADMINISTRATOR**

**DISTINGUISHING FEATURES OF THE CLASS:** This is a temporary position existing in the County Department of Human Resources and involves responsibility for overseeing Warren County's administration of Civil Service Law, Rules, and Regulations. The work is carried out in accordance with New York State Civil Service Law and Warren County Rules for the Classified Service. In addition, the incumbent acts in an advisory role to assist the Director of Human Resources in the transition, coordination, advancement and/or review of Civil Service administration related personnel programs, policies, practices and compliance requirements. The work is performed under the general direction of the Director of Human Resources with wide leeway for independent judgment in assigned areas of program administration. The incumbent may also perform related work.

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

Administers Warren County Civil Service Law and Rules for the County, City, Village, Towns, SUNY, School Districts and Special Districts which fall within the jurisdiction of the Director of Human Resources, as Personnel Officer;

Provides guidance to the Director, local officials/staff of the County and other appointing authorities, as well as the public, on Civil Service administration related policies, practices, procedures and program matters;

Advises appointing authorities on revisions/updates of position organization, creation, classification, reclassification, vacancy review etc.;

Researches and prepares Warren County Civil Service Rules updates through Rules Resolution preparation and processing.

**REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:**

Comprehensive knowledge of the administration of New York State Civil Service Law and Warren County Civil Service Rules for appointing authorities within Warren County Civil Service's jurisdiction.

**MINIMUM QUALIFICATIONS:** As established by the County Administrator and/or the Director of Human Resources.

WC: 2024

JC: Temporary

**WARREN COUNTY BOARD OF SUPERVISORS**

**COMMITTEE: PERSONNEL, ADMINISTRATION & HIGHER EDUCATION**

**DATE: FEBRUARY 29, 2024**

**COMMITTEE MEMBERS PRESENT:**

SUPERVISORS DRISCOLL  
MERLINO  
MADAY  
BEAN  
ETU  
THOMAS

**OTHERS PRESENT:**

AMANDA ALLEN, CLERK OF THE BOARD  
LARRY ELMEN, COUNTY ATTORNEY  
JACKIE FIGUEROA, COUNTY HUMAN RESOURCES DIRECTOR  
PATRICIA NENNINGER, PERSONNEL OFFICER  
KEVIN B. GERAGHTY, CHAIRMAN OF THE BOARD  
TAMMIE DELORENZO, ASSISTANT TO THE COUNTY ADMINISTRATOR  
SUPERVISORS BRUNO

**COMMITTEE MEMBER ABSENT:**

SUPERVISOR WILD

GERACI  
ROBERT IUSI, DIRECTOR OF PROBATION  
TIM MURPHY, COUNTY CORONER  
CHRISTINE NORTON, COUNTY TREASURER  
SARAH MCLENITHAN, DEPUTY CLERK OF THE BOARD

Please note, the following contains a summarization of the meeting of the February 29, 2024 Personnel, Administration & Higher Education Committee; the meeting in its entirety can be viewed using the following links:

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

Warren County's YouTube Channel - Part 1 - <https://www.youtube.com/watch?v=eWYo9REVg5A>

Part 2 - <https://www.youtube.com/watch?v=hAI4LXzZ2BA>

Part 3 - <https://www.youtube.com/watch?v=nkwKn5UYrVA>

In the absence of Committee Chair Wild, Mr. Driscoll, as Vice-Chair, called the meeting of the Personnel, Administration & Higher Education Committee to order at 10:00 a.m.

Copies of the meeting agenda were distributed; a copy of the agenda is on file with the meeting minutes.

Motion was made by Mr. Etu, seconded by Mr. Thomas and carried by a unanimous vote of those present (*Mr. Wild absent*) to approve the minutes of the previous Committee meeting, subject to correction by the Clerk of the Board.

Privilege of the Floor/Public Comment was called for, but there was no one wishing to speak.

Mr. Driscoll noted no one was present from SUNY Adirondack to provide an update on the college; the remainder of the agenda review proceeded as follows:

2) Report on tracking of vacancies filled - included for informational purposes.

3A) Request to appropriate \$1,000 from Budget Code A.895.00, *Computer Reserve Fund*, to Budget Code A.1040 220.1, *Clerk-Legislative Board, Office Equipment-Reserve*, to cover the cost of purchasing a new laptop.

Motion was made by Mr. Merlino, seconded by Mr. Etu and carried by a unanimous vote of those present (*Mr. Wild absent*) to approve the request as outlined above and refer same to the Finance & Budget Committee.

3B) Request to amend the 2024 Warren County Budget in the amount of \$155,556.68 to carry over 2023 ARPA funding.

Motion was made by Mr. Thomas, seconded by Mr. Bean and carried by a unanimous vote of those present (*Mr. Wild absent*) to approve the request as outlined above and refer same to the Finance & Budget Committee.

Amanda Allen, *Clerk of the Board*, apprised an item not included on the agenda pertained to Tim Murphy, *County Coroner*, addressing the Committee regarding costs related to autopsy services. Mr. Murphy indicated the Glens Falls Hospital would be charging \$275 a day if a funeral home did not pick up a body within 24 hours of the autopsy being performed, adding he believed the funeral homes should be responsible for covering this fee.

A discussion ensued during which it was noted an amended contract would be prepared and possibly presented from the floor at

the March 15<sup>th</sup> Board Meeting; however, due to the research required to determine the legality of charging the funeral homes for this expense, it may be carried over until the next Committee meeting.

- 4A) Request to amend the Table of Organization and Salary Schedule create the new position of Temporary Part-Time Probation Assistant, *Grade 7, Base Annual Salary \$43,187 (Full-Time)*, effective March 18, 2024.

Motion was made by Mr. Bean, seconded by Mr. Etu and carried by a unanimous vote of those present (*Mr. Wild absent*) to approve the request as outlined above and the necessary resolution was authorized for the March 15<sup>th</sup> Board Meeting.

- 4B) Request to amend the Table of Organization and Salary Schedule to create the new position of Re-Entry Specialist Part-Time, *Annual Salary \$25.00/hour*, effective March 18, 2024.

Motion was made by Mr. Etu, seconded by Mr. Bean and carried by a unanimous vote of those present (*Mr. Wild absent*) to approve the request as outlined above and the necessary resolution was authorized for the March 15<sup>th</sup> Board Meeting.

The agenda review skipped ahead to the following:

- 6A) Request to introduce Local Law No 2 of 2024 entitled "*A Local Law to Consolidate the Department of Human Resources and the Department of Civil Service Administration and its functions in the County of Warren into a Single Department of Human Resources and To Repeal Local Law #5 of 2015*", and authorizing a public hearing thereon.

Motion was made by Mr. Maday and seconded by Mr. Merlino to approve the request as presented. Following discussion Mr. Driscoll called the question and the motion was carried by a unanimous vote of those present (*Mr. Wild absent*) to approve the request as outlined above and the necessary resolution was authorized for the March 15<sup>th</sup> Board Meeting.

- 6B) Request to introduce proposed Local Law No. 3 of 2024 entitled *A Local Law Amending Local Law No. 1 of 2024, 'A Local Law Fixing the Salaries of Certain County Officers and Employees of Warren County,' To Remove and Replace the Title of Personnel Officer with the Title of Director of Human Resources,*" and authorize a public hearing thereon.

An executive session was requested pursuant to Section 105(1)(f) of the Public Officer's Law to discuss matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person

The necessary motion was made by Mr. Bean, seconded by Mr. Thomas and carried by a unanimous vote of those present (*Mr. Wild absent*) to enter into an executive session subject to Section 105(1)(f) of the Public Officer's Law for the purposes outlined above.

Executive session was held from 10:23 a.m. until 10:41 a.m.

Upon reconvening, Mr. Driscoll announced no action was taken during the executive session.

Returning to Item 6B regarding a request to introduce proposed Local Law No. 3 of 2024 entitled "*A Local Law Amending Local Law No. 1 of 2024, 'A Local Law Fixing the Salaries of Certain County Officers and Employees of Warren County,' to Remove and Replace the Title of Personnel Officer with the Title of Director of Human Resources,*" and authorize a public hearing thereon, motion was made by Mr. Etu and seconded by Mr. Merlino to approve the request as presented.

Mrs. Allen noted an amendment to the draft Local Law No. 3 of 2024 was required to increase the annual salary of the County Human Resources Director to \$119,726.

Motion was made by Mr. Thomas, seconded by Mr. Bean and carried by a unanimous vote of those present (*Mr. Wild absent*) to amend proposed Local Law No. 3 of 2024 to increase the salary of the County Human Resources Director as outlined above.

Returning to the original motion as amended, Mr. Driscoll called the question and the motion to introduce proposed Local Law No. 3 of 2024 as amended and authore a public hearing thereon was carried by a unanimous vote of those present (*Mr. Wild absent*) and the necessary resolution was authorized for the March 15<sup>th</sup> Board Meeting.

- 6C) Request to amend the Table of Organization and Salary Schedule to create the new position of Civil Service Administrator - per diem, *Annual Salary \$55.8093/hour*, and delete the position of Personnel Officer, *Annual Salary \$101,573*, effective

---

April 22, 2024.

Motion was made by Mr. Etu, seconded by Mr. Thomas and carried by a unanimous vote of those present (*Mr. Wild absent*) to approve the request as outlined above and the necessary resolution was authorized for the March 15<sup>th</sup> Board Meeting.

With regard to the Pending Item, it was noted this matter would be discussed at the next meeting.

The agenda review returned to Items 5A-D as follows:

- 5A) Request for a new contract with Themis Solutions Inc. (CLIO) to obtain license for legal practice management software for County Attorney's Office to manage office legal activities, track assignments/responsibilities/tasks/deadlines and increase efficiencies through document automation and best practices for the various areas of law practiced by the office.

Motion was made by Mr. Etu, seconded by Mr. Bean and carried by a unanimous vote of those present (*Mr. Wild absent*) to approve the request as outlined above and the necessary resolution was authorized for the March 15<sup>th</sup> Board Meeting.

- 5B) Request for a transfer of funds in the amount of \$5,553.90 from Budget Code A.1990 469, *Contingent Account - Other Payments/Contributions*, to Budget Code A.1420 426, *Subscriptions*, to cover the cost of a one year subscription for legal practice management software from Themis Solutions Inc. (CLIO).

Motion was made by Mr. Thomas, seconded by Mr. Etu and carried by a unanimous vote of those present (*Mr. Wild absent*) to approve the request as outlined above and the necessary resolution was authorized for the March 15<sup>th</sup> Board Meeting.

- 5C) Request to amend the existing contract with Roemer Wallens Gold Mineaux, LLP to increase the not to exceed amount from \$20,000 to \$40,000.

Motion was made by Mr. Maday and seconded by Mr. Etu to approve the request as presented.

Mrs. Allen noted the request was inadvertently included in the agenda incorrectly and should include a request for an additional transfer of funds in the amount of \$20,000 from Budget Code A.1990 469, *Contingent Account - Other Payments/Contributions*, to Budget Code A.1420 440, *Legal/Transcript Fees*, to cover the additional expense. Messrs. Maday and Etu agreed to amend their motions to indicate same.

A discussion ensued during which motion was made by Mr. Bean and seconded by Me. Etu to enter into an executive session to discuss Items 5C and 5D pursuant to Section 105(1)(d) of the Public Officer's Law for the purposes outlined in the agenda. It was noted Warren County v. Continental Insurance Co., which was a Federal Court, case would also be discussed. Larry Elmen, *County Attorney*, advised the County Treasurer would attend the executive session during the discussion on the lawsuits concerning occupancy tax. Mr. Driscoll called the question and the motion to enter into executive session pursuant to Section 105(1)(d) of the Public Officer's Law for the purposes outlined in Agenda Items 5C and 5D was carried by a unanimous vote of those present (*Mr. Wild absent*).

Executive session was held from 10:58 a.m. until 11:48 a.m.

Mr. Driscoll noted no action was taken during the executive session.

Returning to Item 5C, Mr. Driscoll called the question and the motion as amended was carried by a unanimous vote of those present (*Mr. Wild absent*) to approve the request amend the existing contract with Roemer Wallens Gold Mineaux, LLP to increase the not to exceed amount from \$20,000 to \$40,000 as amended to include a transfer of funds in the amount of \$20,000 from Budget Code A.1990 469, *Contingent Account - Other Payments/Contributions*, to Budget Code A.1420 440, *Legal/Transcript Fees*, to cover the additional expense. The necessary resolution for the contract amendment was authorized for the March 15<sup>th</sup> Board Meeting and the transfer of funds request was referred to the Finance & Budget Committee.

- 5D) Request for an executive session pursuant to Public Officers Law Section 105(1)(d), to discuss proposed, pending or current litigation, as follows: Actions to Recover Unpaid Occupancy Tax, Local Law 6 of 2018, Section 19(a); *Order to Show Cause by Tarrah Rockwell*; Warren County Index Number EF2024-72266, filed February 6, 2024; *Jasmine Earnest v. Town of Queensbury, County of Warren, Stilsing Electric, Inc., and Joanne Levack*, Warren County Index No. EF2022-2111;

---

*Jennifer Dees & Ethan Smith v. Michael Zurlo, et al*, NDNY Case No. 1:24-cv-00001; *John David Smith v. County of Warren*, Warren County Index No. EF2020-68480. Note this item handled during the executive session held earlier in the meeting.

Privilege of the Floor/Public Comment was called for, but there was no one wishing to speak.

There being no further business to come before the Personnel, Administration & Higher Education Committee, on motion made by Mr. Bean, seconded by Mr. Maday and carried by a unanimous vote of those present (*Mr. Wild absent*), Mr. Driscoll adjourned the meeting at 11:49 a.m.

Respectfully submitted,  
Sarah McLenithan, Deputy Clerk of the Board