

PERSONNEL, ADMINISTRATION & HIGHER EDUCATION COMMITTEE

AGENDA

AUGUST 30, 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) **Requests/Items to be Discussed by the Human Resources Director (Jackie Figueroa, Director):**
 - A) Review of report on tracking of vacancies filled.
 - B) Matt Schuette, *representing Marshall & Sterling*, to discuss benefit renewal for 2024 - 2025 plan year.
 - 3) **Request/Item to be Discussed by the Clerk of the Board (Amanda Allen, Clerk):**

Request to amend the 2024 Warren County Budget in the amount of \$35,000 to adjust the departmental budget for Office of Community Services ARPA funding which was carried over from the 2023 County Budget to 2024.
 - 4) **Request/Item to be Discussed by the Director of Information Technology (Mike Colvin, Director):**

Request to authorize a new contract with Microsoft Corporation for Microsoft Licensing.
 - 5) **Referrals from the Human Services Committee (Chaired by Supervisor Driscoll):**

Department of Social Services (Christina Mastrianni, Commissioner) -
 - A) Request to reclassify the position of Resource Clerk #1, *Grade 4, Base Annual Salary \$38,447*, to Senior Clerk #TBD, *Grade 4, Base Annual Salary \$38,447*, effective September 23, 2024.
 - B) Request to reclassify the position of Resource Clerk #3, *Grade 4, Base Annual Salary \$38,447*, to Senior Clerk #TBD, *Grade 4, Base Annual Salary \$38,447*, effective September 23, 2024.
 - 6) **Requests/Items to be Discussed by the County Attorney (Larry Elmen, County Attorney):**

Action Agenda/New Business Items:
 1. Request: To amend 2024 Warren County Budget to assign insurance proceeds obtained per Resolution 204 of 2024 to increase Budget Code A.918.00, *Assigned, Sexual Abuse Lawsuits*, in the amount of \$900,000.
Reason: To provide self-funded reserve for sex abuse claims against County alleging conduct during 2023 or later years due to County decision to forego excess insurance coverage on claims arising after December 31, 2022.
 2. Request: Approving County Policy for Reporting Accidents, Incidents, Claims and Litigation
Reason: To designate the County Attorney's Office as the responsible department for tracking, reporting and managing all incidents, claims and litigations matters which may create legal liability for the County, not including worker's compensation claims.
 3. Request: To amend agreement with Roemer Wallens Gold Mineaux, LLP to continue defense of County regarding Federal lawsuit Kathleen Innes, vs. County of Warren, Correctional Medical Care, LLC, CBH Medical, Inc. from \$40,000 to \$60,000.
Reason: There is no insurance coverage for this Americans with Disabilities Act lawsuit against the County of Warren as the matter was not reported to the insurance carrier during 2018-2019 when the County became aware of the claim. The funding is required to complete discovery, to include depositions, and to prepare and file summary judgment motions seeking dismissal of the claims against Warren County, if deemed appropriate when discovery is completed.
 4. Request: To transfer funds from Budget Code A.1990 469, *Contingent Account - Other Payments/Contributions*, to Budget Code A.1420 440, *County Attorney, Legal/Transcript Fees*, in the amount of \$20,000.00.
Reason: To cover cost to amend agreement with Roemer Wallens Gold Mineaux, LLP

Discussion Items:

1. Litigation Update: Request for a motion to enter into an executive session, per Public Officers Law § 105(1)(d), to engage in discussions of potential, pending and current litigation and to provide attorney-client communications per Public Officers Law § 108(3), concerning one or more of the matters listed below which shall be identified at the time of the meeting:
 - A. **Lawsuits without Insurance Coverage:**
 - 1) Michael Easterbrooks v. Schenectady County, et al, Albany County Index No. 907013-2021, filed August 10, 2021.

CONTINUED

- 2) Joshua Rouse v. Berkshire Farms Center for Youth, et al, Warren County Index No. EF2021-69346, filed August 10, 2021.
- 3) Kathleen Innes v. Warren County and Correctional Medical Care, NDNY 1:22-cv-00641-BKS-TWD, filed June 15, 2022.
- 4) Estate of Ann Alice Hennessey v. County of Warren & Christine Norton, as County Treasurer, NDNY 1:24-cv-314-AMN-CFH, filed March 6, 2024.
 - Alleging violations of federal constitutional rights under 5th Amendment, 8th Amendment, and 14th Amendment, as well as section 1983 claims for deprivation of civil rights, and State law claim for unjust enrichment.
 - March 22, 2024: Insurance Coverage Denied through Travelers-claims made.
 - New York Tax Foreclosure Surplus Litigation: Multi-District Litigation (MDL) No. 3117: Plaintiffs motion to join all 37 counties subject to individual lawsuits. Responses filed 5/7/2024. Decision pending.
 - May 31, 2024: Motion to Dismiss against remaining plaintiff, Estate of Ann Alice Hennessey, filed with Federal District Court.
 - July 19, 2024: Plaintiff filed opposition papers to County's Motion to Dismiss.
 - July 25, 2024: County filed reply brief in response to plaintiff's opposition papers.

Lawsuits covered by Insurance:

- 1) Tyson Poulos v. County of Warren, Warren County Sheriff's Office, Warren County District Attorney's Office [as well as 6 employees of Sheriff's Office and 1 employee of District Attorney's Office], NDNY 1:21-cv-96-MAD-CFH, filed January 27, 2021. Date of Loss alleged January 20, 2014 through August 8, 2014.
- 2) Patricia Zahaba v. County of Warren and Town of Queensbury, Warren County Index No. EF2022-70243, filed June 13, 2022. Date of Loss alleged: June 11, 2021. Notice of Claim served September 8, 2021.
- 3) John Werner v. Bernice Conlon & Warren County, Warren County Index No. EF2022-70247, filed June 15, 2022. Date of Loss alleged: August 15, 2021. Notice of Claim served November 8, 2021.
- 4) Michael Davis v. Cole Palmer, Nicole Palmer, Town of Queensbury & County of Warren, Warren County Index No. EF2023-71114, filed July 15, 2022. Date of Loss alleged: May 14, 2022. Notice of Claim served July 15, 2022.
- 5) Jasmine Earnest v. Town of Queensbury, County of Warren, Stiling Electric, Inc. & Joanne Levack, Warren County Index No. EF2022-2111, filed September 29, 2022. Date of Loss alleged: April 12, 2022. Notice of Claim served May 9, 2022.
- 6) Timothy McIntyre & Brenna Michalak v. County of Warren, Warren County Index No. EF2023-72092, filed December 11, 2023. Date of Loss alleged: September 18, 2022. Notice of Claim, served December 19, 2022.
- 7) Jennifer Dees & Ethan Smith v. Michael Zurlo, County of Saratoga, County of Warren, et al. (including 47 individual defendants and three additional entities), NDNY 1:24-cv-00001-MAD-DJS, filed January 2, 2024. Date of Loss alleged: June 8, 2020 through January 2, 2024. Dismissed without prejudice: May 21, 2024. June 4, 2024: Notice of Appeal filed.
- 8) Nicholas Oudekerk v. Sergeant Brandon Thomas & Corrections Officer Nicholas Crum, NDNY 9:24-cv-00109-AMN-TWD, filed March 13, 2024.

Notice of Claims & Administrative Complaints:

- 1) Notice of Claim served February 22, 2024: Christian Gottschalt & Kimberlee Gottschalt. Date of Loss alleged: November 29, 2023.
- 2) Notice of Claim served March 7, 2024: Ethan Smith and Jennifer Dees. Date of Loss alleged: November 8, 2023 through March 1, 2024.
- 3) Notice of Claim served March 27, 2024: Irene Esposito. Date of Loss alleged January 13, 2024.
- 4) Notice of Claim served May 15, 2024: Tarrah Rockwell. Date of Loss alleged: September 26, 2023. Claimant filed motion to serve late notice of claim and Court Order, dated May 14, 2024, granted permission to file late notice of claim.
- 5) Administrative Complaint: Department of Human Rights against County of Warren and Warren County DSS, dated May 2, 2024. Date of Loss alleged: November 27, 2023 through March 7, 2024.
- 6) Notice of Claim served July 15, 2024. Jennifer Dees & Ethan Smith. Date of Loss alleged: June 2024. Warren County District Attorney's Office regarding assignment as special prosecutor for Saratoga County in the matter of People v. Veronica Smith.
- 7) Notice of Claim served August 8, 2024. Joseph Tangrady v. City of Glens Falls & County of Warren. Personal injuries allegedly sustained from falling tree branch. Claim reported to Travelers and claim denied/closed on August 21, 2024.

CONTINUED

V. Pending Items:

No Items this Month.

VI. Privilege of the Floor/Public Comment

VII. Motion to adjourn

2024 - NOTICE OF INTENT TO FILL TRACKING

ITEM 2A

Approval Date	Department	Position	Incumbent	Reason for Vacancy *	Incumbent Salary	Salary Approved	Date Filled	Hire	Salary Hired	Approved vs. Hired	Incumbent vs. Hired
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	\$ -
9/28/2023	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	3/25/2024	Binder	\$49,043.00	\$ 1,376.00	\$ (7,186.00)
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)	Werne	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	3/25/2024	McGrath	\$43,187.00	\$ -	\$ (2,903.00)
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	2/12/2024	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	2/26/2024	Biele	\$60,636.00	\$ 10,336.00	\$ -
12/28/2023	DPW	MEO (M) # 24 (2209)	Russell	RS	\$ 52,890.00	\$ 46,090.00	5/20/2024	Secor	\$46,090.00	\$ -	\$ (6,800.00)
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	5/13/2024	Woods	\$43,187.00	\$ -	\$ (9,871.00)
1/3/2024	Health Services	RPN/PHN (2548)	Allocco	RS	\$ 67,376.00	\$ 60,912.00	4/8/2024	Jerdon	\$73,324.00	\$ 12,412.00	\$ 5,948.00
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	Royal	\$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	2/26/2024	Herrington	\$54,061.00	\$ -	\$ (643.00)
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	3/18/2024	Luzzi	\$51,320.00	\$ 6,591.00	\$ (3,487.00)
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	4/15/2024	Merrill	\$43,187.00	\$ -	\$ (6,358.00)
2/13/2024	Social Services	Resource Clerk # 3 (1636)	Warner	PR	\$ 39,661.00	\$ 38,447.00	6/17/2024	Mattison	\$38,447.00	\$ -	\$ (1,214.00)
2/14/2024	Social Services	SWE # 38 (2082)	Licari	O	\$ 51,320.00	\$ 44,729.00	3/4/2024	Warner	\$44,729.00	\$ -	\$ (6,591.00)
2/15/2024	Social Services	Principal Account Clerk # 3 (2709)	Phinney	O	\$ 58,644.00	\$ 47,667.00	3/25/2024	Stoller	\$54,710.00	\$ 7,043.00	\$ (3,934.00)
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	5/20/2024	Pratt	\$43,187.00	\$ -	\$ -
2/22/2024	Social Services	SS Investigator # 2 (1758)	Biele	PR	\$ 58,390.00	\$ 48,324.00	3/25/2024	Lehrer	\$55,468.00	\$ 7,144.00	\$ (2,922.00)
2/23/2024	DPW	MEO (M) # 3 (1253)	Smith	RS	\$ 52,890.00	\$ 46,090.00	3/25/2024	Norton	\$46,090.00	\$ -	\$ (6,800.00)
2/23/2024	DPW	MEO (L) # 13 (1263)	Krick	PR	\$ 43,187.00	\$ 43,187.00	3/4/2024	Norton	\$43,187.00	\$ -	\$ -
2/23/2024	Planning	Office Specialist (1963)	Tucker	RT	\$ 53,558.00	\$ 43,187.00	3/18/2024	Castler	\$43,187.00	\$ -	\$ (10,371.00)
2/29/2024	Self Insurance	Deputy Ins Administrator (2228)	Burnham	PR	\$ 71,422.00	\$ 62,423.00	3/4/2024	Smith	\$64,115.00	\$ 1,692.00	\$ (7,307.00)
3/4/2024	Countryside	Institutional Aide Per Diem	N/A	O	N/A	\$ 47,031.00	vacant				

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

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
3/8/2024	Social Services	SWE # 14 (1631)	Luzzi	O	\$ 51,320.00	\$ 44,729.00	5/6/2024	Wick	\$45,372.00	\$ 643.00	\$ (5,948.00)
3/13/2024	Tourism	Communication Specialist (2560)	O'Brien	PR	\$ 51,931.00	\$ 48,893.00	5/20/2024	Frenette	\$48,983.00	\$ 90.00	\$ (2,948.00)
3/14/2024	DPW	MEO (L) # 6 (1259)	Barrett	RS	\$ 43,187.00	\$ 43,187.00	3/25/2024	Janos	\$43,187.00	\$ -	\$ -
3/20/2024	Social Services	Medicaid Clerk # 3 (2071)	Smith	PR	\$ 46,051.00	\$ 39,766.00	3/25/2024	Dong	\$39,766.00	\$ -	\$ (6,285.00)
3/20/2024	Social Services	SWE # 17 (1722)	Lehrer	PR	\$ 51,320.00	\$ 44,729.00	4/29/2024	Miller	\$47,448.00	\$ 2,719.00	\$ (3,872.00)
3/20/2024	Social Services	Intake Clerk # 4 (1736)	Dong	PR	\$ 38,447.00	\$ 38,447.00	6/17/2024	Pratt	\$38,447.00	\$ -	\$ -
3/20/2024	Social Services	SWE # 28 (1733)	Langford	RS	\$ 44,729.00	\$ 44,729.00	4/29/2024	Johnson	\$47,448.00	\$ 2,719.00	\$ 2,719.00
3/25/2024	DPW	HEO # 9 (1247)	Hayes	RS	\$ 58,144.00	\$ 47,667.00	3/25/2024	Necatera	\$48,311.00	\$ 644.00	\$ (9,833.00)
3/25/2024	DPW	HEO # 2 (1237)	Carpenter	RS	\$ 54,710.00	\$ 47,667.00	3/25/2024	Blydenburgh	\$49,043.00	\$ 1,376.00	\$ (5,667.00)
3/25/2024	DPW	HEO # 11 (1230)	Moffitt	RS	\$ 54,710.00	\$ 47,667.00	3/25/2024	Binder	\$49,043.00	\$ 1,376.00	\$ (5,667.00)
3/27/2024	Planning	Junior Planner (2483)	Beck	O	\$ 42,333.00	\$ 48,983.00	6/3/2024	Smith	\$48,983.00	\$ -	\$ 6,650.00
3/28/2024	Countryside	Senior Aide # 1 (2394)	Graves	O	\$ 54,058.00	\$ 43,187.00	3/27/2024	Dawkins	\$43,187.00	\$ -	\$ (10,871.00)
4/19/2024	Probation	Probation Assistant- Temp (2801)	N/A	O	N/A	\$ 43,187.00	4/22/2024	Bayle	\$43,187.00	\$ -	\$ -
4/19/2024	DPW	MEO (M) # 1 (1245)	Binder	RS	\$ 47,438.00	\$ 46,090.00	4/8/2024	Stockman	\$46,090.00	\$ -	\$ (1,348.00)
4/11/2024	Social Services	SWE # 31 (1713)	Johnson	O	\$ 47,448.00	\$ 44,729.00	6/10/2024	Dong	\$45,372.00	\$ 643.00	\$ (2,076.00)
4/23/2024	County Clerk	MV Supervisor (1110)	Corcoran	RT	\$ 65,330.00	\$ 52,674.00	vacant			\$ -	\$ -
4/24/2024	Planning	GIS Specialist PT (2800)	N/A	O	N/A	\$31.6827/HR	5/1/2024	Dixon	31.6827/HR	\$ -	\$ -
4/24/2024	Social Services	Caseworker # 13 (1679)	Flower	RS	\$ 55,547.00	\$ 54,061.00	5/20/2024	Gonroff	\$54,704.00	\$ 643.00	\$ (843.00)
4/24/2024	Social Services	Intake Clerk # 12 (2806)	N/A	O	N/A	\$ 38,447.00	6/10/2024	Gallup	\$38,447.00	\$ -	\$ -
4/24/2024	Social Services	Intake Clerk # 8 (2660)	Wick	PR	\$ 39,089.00	\$ 38,447.00	6/3/2024	Dezalia	\$38,447.00	\$ -	\$ (642.00)
4/24/2024	Social Services	Director of SS- Public Asst (2808)	N/A	O	N/A	\$ 83,846.00	4/29/2024	Murray	\$83,846.00	\$ -	\$ -
4/24/2024	Social Services	Director of SS- Child Serv (2807)	N/A	O	N/A	\$ 91,062.00	4/22/2024	Breen	\$91,062.00	\$ -	\$ -
4/29/2024	Social Services	Case Supervisor B # 1 (1641)	Murray	PR	\$ 73,682.00	\$ 60,912.00	7/22/2024	Pratt	\$69,983.00	\$ 9,071.00	\$ (3,699.00)
5/1/2024	Countryside	Institutional Aide # 12 (1870)	Dawkins	PR	\$ 36,995.00	\$ 36,995.00	5/8/2024	Briggs	\$36,995.00	\$ -	\$ -
5/8/2024	DPW	Assistant Naturalist-Temp (2247)	Smith	RS	17.4721/HR		5/30/2024	Florio	17.4721/HR	\$ -	\$ -
5/10/2024	DPW	MEO (M) #4 (1254)	Moulton	RS	\$ 46,734.00	\$ 46,090.00	6/3/2024	Carpenter	\$46,090.00	\$ -	\$ (644.00)
5/13/2024	County Clerk	MV Registration Clerk (1117)	Gonroff	RS	\$ 45,372.00	\$ 44,729.00	8/13/2024	Sacco	\$44,729.00	\$ -	\$ (643.00)
5/13/2024	Mental Health	Program Analyst (1623)	Wright	RS	\$ 74,263.00	\$ 69,393.00	vacant			\$ -	\$ -
5/15/2024	DPW	Engineer II (2612)	Monroe	RS	\$ 75,880.00	\$ 83,640.00	5/20/2024	Holmes	\$83,640.00	\$ -	\$ 7,760.00
5/22/2024	Countryside	Institutional Aide # 2 PT (1894)	Yetto	RS	\$ 29,596.00	\$ 36,995.00	6/4/2024	Romano	\$29,596.00	\$ (7,399.00)	\$ -
5/23/2024	Treasurer	Principal Account Clerk # 2 (1085)	Labruzzo	RT	\$ 47,667.00	\$ 59,644.00	7/3/2024	Mundell	\$58,644.00	\$ (1,000.00)	\$ 10,977.00
5/29/2024	Office for the Aging	Meal Site Cook # 11 (1952)	Ostrander	RS	\$ 26,031.00	\$ 22,714.00	7/29/2024	Simola	\$22,714.00	\$ -	\$ (3,317.00)
5/29/2024	Probation	Probation Supervisor (1302)	Secor	RS	\$ 83,912.00	\$ 73,194.00	6/3/2024	Lane	\$81,664.00	\$ 8,470.00	\$ (2,248.00)
5/29/2024	Public Defender	3rd Assistant Public Defender (1076)	Kelly-Barnes	RS	\$ 73,116.00	\$ 74,865.00	5/29/2024	Aman	\$74,865.00	\$ -	\$ 1,749.00
6/4/2024	Workforce Development	Job Coach - Temp (2719)	Tucker	O	\$ 41,213.00	\$ 41,213.00	6/26/2024	Tucker	\$41,213.00	\$ -	\$ -
6/3/2024	Planning	Assistant County Planner (2521)	Gaddy	O	\$ 74,328.00	\$ 78,357.00	vacant			\$ -	\$ -
5/30/2024	Building Codes	Code Enforcement Officer # 3 (1971)	Gillingham	RT	\$ 68,007.00	\$ 56,356.00	vacant			\$ -	\$ -
5/30/2024	Building Codes	Code Enforcement Officer # 6 (2163)	Farr	RS	\$ 58,780.00	\$ 56,356.00	8/19/2024	Oswald	\$56,356.00	\$ -	\$ (2,424.00)
6/4/2024	Social Services	Resource Clerk # 1 (1635)	Pratt	O	\$ 38,447.00	\$ 38,447.00	6/20/2024	Putney	\$38,447.00	\$ -	\$ -
6/4/2024	Health Services	Infant Feeding Advocate Part Time (2081)	Collums	RS	\$ 18,498.00	\$ 18,498.00	vacant			\$ -	\$ -
6/3/2024	DPW	Fiscal Manager (1206)	Henkel	RT	\$ 79,567.00	\$ 65,807.00	6/3/2024	Barlow	\$69,139.00	\$ 3,332.00	\$ (10,428.00)
6/6/2024	Public Defender	1st Assistant Public Defender (1073)	Pilatzeke	O	\$ 118,996.00	\$ 96,376.00	6/3/2024	Komon	\$118,995.00	\$ 22,619.00	\$ (1.00)
6/6/2024	Public Defender	Legal Clerk (2664)	Farone	RS	\$ 39,766.00	\$ 39,766.00	6/13/2024	Bolton	\$39,766.00	\$ -	\$ -
6/10/2024	Social Services	Secretary 1 (2270)	Gallup	O	\$ 38,447.00	\$ 38,447.00	8/19/2024	Beattie	\$38,447.00	\$ -	\$ -
6/10/2024	Social Services	Intake Clerk # 9 (2661)	Mattison	O	\$ 38,447.00	\$ 38,447.00	6/17/2024	Hamelin	\$39,089.00	\$ 642.00	\$ 642.00
6/10/2024	Social Services	Caseworker # 23 (1672)	Petteys	RS	\$ 54,704.00	\$ 54,061.00	7/8/2024	Campbell	\$54,061.00	\$ -	\$ (643.00)
6/10/2024	Social Services	SWE # 41 (2129)	Hamelin	O	\$ 45,372.00	\$ 44,729.00	vacant			\$ -	\$ -
6/10/2024	Social Services	SWE # 19 (1721)	Conde	O	\$ 54,307.00	\$ 44,729.00	vacant			\$ -	\$ -

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
6/11/2024	Treasurer	Principal Account Clerk # 4 (2566)	Toll	RS	\$ 54,710.00	\$ 47,667.00	7/29/2024	Smith	\$47,667.00	\$ -	\$ (7,043.00)
6/11/2024	Treasurer	Administrative Secretary (2762)	Redmond	RS	\$ 53,378.00	\$ 53,378.00	7/22/2024	Bennett	\$53,378.00	\$ -	\$ -
6/18/2024	Tourism	Communications Assistant (2417)	Ellis	PR	\$ 46,734.00	\$ 46,090.00	6/24/2024	Slattery	\$46,090.00	\$ -	\$ (644.00)
5/28/2024	Planning	Principal Planner 2 (2811)	N/A	N	N/A	\$ 81,644.00	5/28/2024	Nelson	\$81,644.00	\$ -	\$ -
6/25/2024	DPW	Cleaner # 11 (2264)	Egan	RS	\$ 36,342.00	\$ 36,342.00	7/1/2024	Adamczyk	\$36,342.00	\$ -	\$ -
6/25/2024	DPW	Cleaner # 10 (1163)	Miller	RS	\$ 38,613.00	\$ 36,342.00	7/1/2024	Smith	\$36,342.00	\$ -	\$ (2,271.00)
6/28/2024	Social Services	Caseworker # 40 (2665)	Kubricky	RS	\$ 55,547.00	\$ 54,061.00	7/22/2024	Knox	\$54,061.00	\$ -	\$ (1,486.00)
6/28/2024	Social Services	Sr Caseworker # 7 (2268)	Pratt	PR	\$ 66,055.00	\$ 57,507.00	vacant			\$ -	\$ -
7/3/2024	DPW	Sr Building Maint Mechanic # 2 (1161)	Leemans	RT	\$ 69,814.00	\$ 57,507.00	7/8/2024	Sargent	\$69,314.00	\$ 11,807.00	\$ (500.00)
7/3/2024	DPW	Sr Building Maint Mechanic # 3 (1157)	Miller	RT	\$ 69,814.00	\$ 57,507.00	7/8/2024	Spring	\$57,507.00	\$ -	\$ (12,307.00)
7/3/2024	Probation	Senior Probation Officer # 3 (1300)	Mason	PR	\$ 72,682.00	\$ 60,912.00	7/24/2024	Irwin	\$69,983.00	\$ 9,071.00	\$ (2,699.00)
7/10/2024	DPW	MEO (L) # 13 (1263)	Norton	O	\$ 43,187.00	\$ 43,187.00	7/15/2024	McNeill	\$43,187.00	\$ -	\$ -
7/12/2024	Treasurer	Senior Account Clerk # 4 (1086)	Mundell	PR	\$ 53,558.00	\$ 43,187.00	vacant			\$ -	\$ -
7/12/2024	County Clerk	Pistol Permit Clerk (2812)	N/A	O	N/A	\$ 44,729.00	vacant			\$ -	\$ -
7/15/2024	Health Services	RPN (2025)	Mattes	RT	\$ 76,055.00	\$ 69,983.00	7/22/2024	Sokol	\$69,983.00	\$ -	\$ (6,072.00)
7/15/2024	Social Services	Caseworker # 14 (1655)	Thrasher	RS	\$ 54,704.00	\$ 54,061.00	8/12/2024	Hatin	\$54,061.00	\$ -	\$ (643.00)
7/15/2024	Office for the Aging	Meal Site Manager # 9 (1949)	Brennan	RT	\$ 35,087.00	\$ 27,256.00	vacant			\$ -	\$ -
7/18/2024	Workforce Development	Career Development Specialist (2729)	Graney	RS	\$ 51,999.00	\$ 51,356.00	vacant			\$ -	\$ -
7/22/2024	County Attorney	Property & Casualty Risk Manager (2815)	N/A	N	N/A	\$ 34,696.00	7/24/2024	Rivers	\$34,696.00	\$ -	\$ -
7/22/2024	Public Defender	Assistant Public Defender # 8 (2460)	Moore	RS	\$ 96,936.00	\$ 81,920.00	7/22/2024	Cartmell	\$81,920.00	\$ -	\$ (15,016.00)
7/22/2024	Public Defender	Assistant Public Defender # 9 (2608)	Hladik	PR	\$ 81,921.00	\$ 81,920.00	7/22/2024	Aman	\$81,920.00	\$ -	\$ (1.00)
7/22/2024	Public Defender	Assistant Public Defender # 13 (2813)	N/A	N	N/A	\$ 89,318.00	7/22/2024	Hladik	\$89,318.00	\$ -	\$ -
7/23/2024	Health Services	Public Health Program Manager (2553)	N/A	N	N/A	\$ 62,310.00	8/12/2024	Shah	\$71,535.00	\$ 9,225.00	\$ -
8/2/2024	Human Resources	Civil Service Assistant (2568)	N/A	N	N/A	\$ 38,023.00	8/5/2024	Jones	\$38,023.00	\$ -	\$ -
7/29/2024	Social Services	Caseworker # 2 (1646)	Regner	RS	\$ 55,547.00	\$ 54,061.00	vacant			\$ -	\$ -
7/30/2024	Health Services	WIC Nutrition Aide # 2 (1581)	Clute	RT	\$ 50,814.00	\$ 41,213.00	vacant			\$ -	\$ -
7/30/2024	Health Services	WIC Assistant # 2 (2272)	Harrington	PR	\$ 48,671.00	\$ 39,766.00	vacant			\$ -	\$ -
8/13/2024	Social Services	Assistant Social Service Attorney # 2 (2370)	Genchi	RS	\$ 84,135.00	\$ 81,920.00	vacant			\$ -	\$ -
8/12/2024	DPW	Building Maintenance Worker # 12 (1191)	Sutliff	RT	\$ 49,545.00	\$ 43,187.00	8/12/2024	Trask	\$43,187.00	\$ -	\$ (6,358.00)
8/12/2024	DPW	MEO (L) # 28 (2320)	Mahler	O	\$ 43,187.00	\$ 43,187.00	8/12/2024	Ortiz	\$43,187.00	\$ -	\$ -
8/12/2024	DPW	Senior Account Clerk (1207)	Kocsis	O	\$ 49,545.00	\$ 49,545.00	6/3/2024	Kocsis	\$49,545.00	\$ -	\$ -
8/19/2024	DPW	MEO (L) # 27 (2256)	Allen	RS	\$ 43,187.00	\$ 43,187.00	vacant			\$ -	\$ -
8/19/2024	DPW	MEO (L) # 26 (1225)	Garelli	RS	\$ 43,187.00	\$ 43,187.00	vacant			\$ -	\$ -
8/19/2024	Social Services	SWE # 44 (2531)	St.John	PR	\$ 54,307.00	\$ 44,729.00	vacant			\$ -	\$ -
8/19/2024	Social Services	Principal Social Welfare Examiner (1627)	Hill	PR	\$ 65,330.00	\$ 52,674.00	8/26/2024	McKinney	\$63,330.00	\$ 10,656.00	\$ (2,000.00)
8/19/2024	Social Services	Senior Social Welfare Examiner # 7 (1628)	Mckinney	PR	\$ 58,390.00	\$ 48,324.00	8/26/2024	St.John	\$58,390.00	\$ 10,066.00	\$ -
8/20/2024	Social Services	Community Services Worker LTPT (2718)	N/A	O	N/A	\$ 44,729.00	vacant			\$ -	\$ -
8/22/2024	Treasurer	Accounting Technician # 3 (2818)	N/A	N	N/A	\$ 58,652.00	8/19/2024	VanAlen	\$70,118.00	\$ 11,466.00	\$ -
Totals:										\$135,630.00	\$ (249,177.00)

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

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: CLERK OF THE BOARD

DATE: AUGUST 30, 2024

(a) Purpose of Amendment:

To adjust budget for Office of Community Services ARPA funding which was not carried over from the 2023 Budget to 2024

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

**A.1010.4999 470 - Legislative Board, American Rescue Plan Act (ARPA),
Contract - \$35,000.00**

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

**A.1010.4999 4090 - Legislative Board, American Rescue Plan Act (ARPA),
Coronavirus Local Fiscal Recovery Fund (CLFRF) - \$35,000.00**

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Information Technology

DATE: August 30, 2024

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Microsoft Licensing, O365 G3 GCC**
- (c) Name of Contractor: **Microsoft Corporation**
- (d) Address of Contractor: **Dept. 551, Volume Licensing, 6880 Sierra Center Parkway, Reno, Nevada 89511**
- 8888** (e) Contractor's Contact Person and Telephone Number: **Kimara Lindsay, 888-764-**
- (f) Has or will the Contract be provided, if so, please attach: **yes**
- (g) Commencement Date of Contract: **Upon execution**
- (h) Termination Date of Contract: **3 years after execution then month to month**
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Annually based on number of users. \$242.88/user/year**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A1680.220.1 and Various departments .422 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



Program Signature Form

MBA/MBSA number		
Agreement number	9060253	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	CTM X20-10635 (NYSOGS-001)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	2718008.003_PSF
Sub250 Form	W29(NEW)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Warren County
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	
Tax ID	

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Volume Licensing

Custom Enterprise Enrollment

Enterprise Enrollment number
(Microsoft to complete)

Previous Enrollment number
(Reseller to complete)

State and Local

Framework ID
(if applicable)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment is governed by the Microsoft Business Terms (MBT), the Microsoft Enterprise Agreement and the terms and conditions therein. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the MBT.

If there is a capitalized term in this Enrollment that is not defined elsewhere in the associated Microsoft Business Terms Agreement (MBT) and there is a definition of the capitalized term at the following link, the definition at the link will apply: <http://www.microsoft.com/licensing/contracts>. In the event there is language in the definition at the link which conflicts with OGS Contract No. PM69723, the language of OGS Contract No. PS67984 will control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the MBT. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements. Membership in the Community is ultimately at Microsoft’s discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" will have the same meaning as "US Government Entity" as defined in the Contract PM69723; federal, state, municipal entity or tribal government located in the United States.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must utilize the awarded Reseller of the Microsoft Aggregate Agreement to place orders pursuant to the Microsoft Aggregate Agreement. Enrolled Affiliate will acquire its Licenses by submitting Orders to the awarded Reseller who will transmit the order to Microsoft. The price and payment terms for all Orders will be as set forth in the current Aggregate Agreement and this Enrollment, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional

Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
 - (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

- i. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the MBT.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by the awarded Reseller of the Microsoft Aggregate Agreement, as set forth in the Aggregate Agreement pricing. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, as long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party

may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination" section of the Enterprise Program Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination.** Any early termination of this Enrollment will be subject to the "Termination" Section of the Enterprise Program Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Warren County

Contact name* First Michael **Last** Colvin

Contact email address* ColvinM@WarrenCountyNY.gov

Street address* 1340 State Route 9

City* Lake George
State* NY
Postal code* 12845-3434
 (Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* US
Phone* 518-761-6407
Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
 (Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873
Country* US
Contact name* Kimara Lindsay
Phone* 888-764-8888
Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Kimara Lindsay

Printed name* Kimara Lindsay

Printed title* Contract Specialist

Date* 8/22/2024

* indicates required fields

Changing a Reseller. This section is intentionally omitted and is included in Section 1.4 of the associated MBT.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

4. **Data Categorization for Lot 3 Cloud.**

The requirement for Data Categorization is described in the Manufacturers Umbrella Contract at Section 2.1.3 Lot 3 Cloud. Pursuant to Section 63B of Appendix B Limitation of Liability for Lot 3 - Cloud, Microsoft's maximum aggregate liability is determined in part by the categorization of the Customer Data to be stored in the Microsoft Cloud: Low Risk, Moderate Risk or High Risk. Select the Data Categorization of Customer Data. This selection will apply for the term of this Enrollment.

Low Risk Data:

Moderate Risk Data:

High Risk Data:

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

2718008.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	25	25	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G3 GCC	25

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	25	25	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level

2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.



Enterprise
Sub 250 Program
Amendment ID W29

Enrollment Number

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

RESOLUTION REQUEST FORM NO. 14***Request to Reclassify Position*****DEPARTMENT NAME: SOCIAL SERVICES****DATE: 08.20.24**

- (a) Title of Reclassified Position: **Senior Clerk #TBD**
- (b) Annual Salary of Reclassified Position (and Grade if Applicable):* **\$38,447 (2023) Gr 4**
*(This should be the Base Salary for the position if it is being filled by a **new** employee, **or** the salary, **including longevities**, for any **existing** employee who is filling the position.
- (c) Title and Employee Number of Position to be Deleted:
Resource Clerk#1 (13933)
- (d) Annual Salary of Position to be Deleted (and Grade if Applicable):* **\$38,447 (2023) Gr 4**
*(This should be the Base Salary for the position if it is being filled by a **new** employee, **or** the salary, **including longevities**, for any **existing** employee who is filling the position.
- (e) Effective Date:* **9/23/24**
*Please do not backdate unless the purpose is to correct an error.
- (f) Where are the Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:
A 6010 110
- (g) Has Personnel Officer Reviewed and Approved of the New Position Title?:*
*This is necessary **BEFORE** bringing the request to committees.

No impact to budget, no change in grade, title only

RESOLUTION REQUEST FORM NO. 14***Request to Reclassify Position*****DEPARTMENT NAME: SOCIAL SERVICES****DATE: 08.20.24**

- (a) Title of Reclassified Position: **Senior Clerk #TBD**
- (b) Annual Salary of Reclassified Position (and Grade if Applicable):* **\$38,447 (2023) Gr 4**
*(This should be the Base Salary for the position if it is being filled by a **new** employee, **or** the salary, **including longevities**, for any **existing** employee who is filling the position.
- (c) Title and Employee Number of Position to be Deleted:
Resource Clerk #3 (13893)
- (d) Annual Salary of Position to be Deleted (and Grade if Applicable):* **\$38,447 (2023) Gr 4**
*(This should be the Base Salary for the position if it is being filled by a **new** employee, **or** the salary, **including longevities**, for any **existing** employee who is filling the position.
- (e) Effective Date:* **9/23/24**
*Please do not backdate unless the purpose is to correct an error.
- (f) Where are the Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:

A 6010 110
- (g) Has Personnel Officer Reviewed and Approved of the New Position Title?:*
*This is necessary **BEFORE** bringing the request to committees.

No impact to budget, no change in grade, title only

SENIOR CLERK

DISTINGUISHING FEATURES OF THE CLASS: The work involves a variety of moderately-difficult clerical tasks that may require a general understanding of specific laws, rules, policies and procedures. Specific duties vary with the needs of the department. Work may be performed under general supervision as part of a clerical unit or in support of higher-level clerical or professional staff. Supervision may be exercised over the work of lower-level clerical staff. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Maintains complex filing systems to ensure accuracy and efficient retrieval of records;
 Makes entries on a variety of control and record cards;
 Checks for clerical accuracy and completeness of papers, forms and records;
 Researches and assembles information in the preparation of reports and in the handling of the work of the office;
 Uses computer applications or other automated systems to perform in work assignments;
 Provides information to the public either personally or by telephone concerning the work of the office;
 Handles routine correspondence;
 Handles incoming and outgoing mail;
 May oversee lower-level clerical workers, assist with ensuring unit continuity and coordinate unit coverage;
 Processes checks, codes and files requisitions, claims, vouchers, bills and receipts;
 Issues and records applications, licenses and/or permits;
 Maintains and logs payroll information and data;
 Collects fees and accounts for monies received;
 Checks, receives, stores, and issues office supplies;
 Prepares and maintains a variety of records and reports.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of modern office practices and procedures, equipment, terminology and business English;
 Good knowledge of the principles and practices of computerized records maintenance;
 Good knowledge of modern methods used in recordkeeping;
 Ability to organize and maintain accurate records and files;
 Ability to use computer applications such as spreadsheets, word processing, calendar, e-mail and database software;
 Ability to understand and interpret oral instructions and/or written directions;
 Ability to establish and maintain effective working relationships with others;
 Ability to perform close, detail work involving considerable visual effort and concentration;
 Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

- A) Graduation from high school or possession of a high school equivalency diploma; and
- B) Two (2) years of clerical experience.

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: County Attorney

DATE: 8/30/24

- (a) Purpose of Request: **Increase A.918.00, Assigned, Sexual Abuse Lawsuits in the amount of \$900,000**
- (b) Details: **Insurance proceeds for claims resolved by United States District Court for the Northern District of New York, Docket Nos. 1:22-cv-00328 and 1:22-cv-00431**
- (c) Previous Resolution Number: **204 of 2024**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **Source of Funding A.6010 2680 Social Services, Insurance Recoveries**

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

* as listed in budget and LOGOS

SCHEDULE "A"

County Policy for Reporting Accidents, Incidents, Claims and Litigation

I. Policy Statement

The County Attorney is responsible for managing all incidents, claims and litigation matters which may create legal liability for the County, except for worker compensation claims administered by the Self Insurance Department. This policy provides County departments, officers and employees with areas of responsibility and specific procedures for reporting accidents and incidents, claims handling, and litigation management in order to efficiently and cost-effectively manage and resolve incidents, claims and litigation against the County.

II. Definitions

Accident: An unexpected and/or unintentional incident resulting in injury to persons, or damage to property, vehicles, machinery, or equipment.

Incident: Any event or occurrence caused by either man-made damage such as vandalism, theft, accident, or negligence, or caused by natural forces, such as fire, flood, earthquake, or weather events, or any other activity which may result in damage or injury and a claim of legal liability against the County.

Injury: Physical damage to a person including, but not limited to: lacerations, bruises or other trauma to the human body.

Property and Casualty Incidents: An incident which causes property loss or injury to a person, excluding workers' compensation claims.

III. Reporting Procedures for Accidents, Incidents, Claims and Litigation

A. Identifying and Reporting Incidents in County Operations

1. County Incident Report Form
 - a. The **County Incident Report**, enclosed as **Attachment "A"** shall be the only document used by County officers and employees to report incidents involving property loss or injury to a person, which is not a worker's compensation claim.
2. Reporting Incidents Involving the County's Real Property, Buildings and Structures:
 - a. Department Heads, or their designees, shall ensure that department employees report incidents involving a potential property loss to County-owned or leased real property, buildings and structures.

- b. Employees shall complete the **County Incident Report** on the same day that property damage occurs and shall submit the completed Report to their Department Head, or designee, for review and approval.
 - c. Department Heads shall file completed **County Incident Reports** with the County Attorney's Office for the attention of the Property and Casualty Risk Manager (hereafter, "Risk Manager") immediately following the property loss and not later than close of business on the date of the property loss. All incidents involving significant property damage shall be communicated to the County Attorney's Office and Risk Manager by phone or email as soon as is practicable.
3. Accidents Involving County Vehicles, Machinery and Equipment:
- a. Any County employee having County driving privileges shall report to the Warren County Sheriff's Office, or the local 911 operator, any accident involving a County vehicle, machinery and/or equipment, immediately after the accident and prior to departing the accident location, as mandated by the County's Vehicle Use Policy.
 - b. County employees shall remain at the accident location until the completion of any on-scene investigation conducted by responding law enforcement officers.
 - c. Employees shall provide the insurance information for the County vehicle involved and the employee's driver's license to law enforcement officers, upon request.
 - d. The County's Sheriff's Office shall investigate all County accidents not reported through the local 911 operator and shall provide all completed accident reports to the County Attorney's Office for the attention of the Risk Manager.
 - e. County employees shall complete the **County Incident Report** on the same day that the accident occurs and submit the completed **County Incident Report** to their Department Head for review and approval.
 - f. The **County Incident Report** supplements and does not replace any report of the accident to the County Sheriff's Office or other local law enforcement in the jurisdiction where the incident occurred.
 - g. Department Heads shall file completed **County Incident Reports** with the County Attorney's Office for the attention of the Risk Manager by close of business on the first business day immediately after the automobile accident.
4. Incidents Involving an Alleged Injury to Persons:
- a. County employees shall report any potential injury to another person, without delay, to their Department Head, or designee.
 - b. For all incidents other than automobile accidents, Department Heads shall notify without delay the County Attorney's Office by telephone of every incident which may cause a potential injury to a person.
 - c. County employees involved in a potential injury to another person shall complete the **County Incident Report** on the same day that the potential injury occurs and submit the completed **County Incident Report** to their Department Head, or designee, for review and approval.

- d. Department Heads shall file completed **County Incident Reports** with the County Attorney's Office for the attention of the Risk Manager by close of business on the first business day immediately after the automobile accident.

B. Reporting Incidents to the County Attorney's Office:

1. Every **County Incident Report** for property damage shall be filed with the County Attorney's Office no later than the close of business on the first business day after the reported incident occurred.
2. The Risk Manager shall review and conduct a preliminary investigation, as appropriate, for each **County Incident Report** to assess the risks related to the incident.
3. The Risk Manager shall notify and update the County Attorney on each filed **County Incident Report** and work with the Department Head and department's employees to identify and manage risks which may arise from the reported incident.
4. In consultation with the County Attorney, the Risk Manager shall:
 - a. Report incidents and accidents to the County's insurance company, as appropriate;
 - b. Track and manage reported incidents and accidents for the County until resolved; and
 - c. Serve as the County's liaison with the County's insurance company for any claims or litigation which result from reported incidents.
5. Incidents identified as a risk to the County shall be reported to the County's insurance company for a coverage determination per the terms and conditions of the County's insurance program.
6. Recurring risk issues which arise in County operations shall be identified by the County Attorney for remediation.

C. Receiving and Processing Claims Against the County:

1. All claims received by a County officer, employee or agent of the County alleging damage to property or personal injury, except worker's compensation claims, shall be forwarded to the County Attorney's Office, without delay, for the attention of the Risk Manager for review, investigation and identification of the risk presented.
2. All County officers and employees shall assist the County Attorney's Office, to include the Risk Manager, with the collection of relevant and material County records, documents, photographs, statements, emails, and other evidence concerning a claim. Department Heads and their staff shall provide the requested records as soon as is feasible and practicable, but not later than two (2) business days after a request is received.

3. The Risk Manager shall consult with the County Attorney concerning all claims made against the County and report claims in a timely manner to the County's insurance company for a coverage determination.
4. The County Attorney's Office shall maintain confidential records for each claim received and shall be responsible for disclosing to the County's insurance company all County records required for a proper determination of liability, to include proximate cause, and damages on each claim.
5. Confidential claims records shall be retained for the time periods required by Warren County's record retention policy and per New York State Local Government Schedule LGS-1 and marked for destruction in accordance with the County's record retention policy.
6. The Risk Manager shall manage communications between a claimant and the County and shall coordinate communications between a claimant and the County's insurance company, to include attorneys assigned to a claim by the County's insurance company, as deemed appropriate for any given claim.

D. County Litigation and Service of Process:

1. The County Attorney is responsible for the prosecution and defense of all civil actions brought by or against the County, the board of supervisors, and any officer whose compensation is paid from county funds for any official act, per County Law Section 501.
2. In addition to the County Attorney, the following County officers are authorized by section 311 of the Civil Practice Law and Rules to accept service of process on behalf of the County of Warren: Chair of the Board of Supervisors; Clerk of the Board of Supervisors; County Clerk; and County Treasurer (hereafter, "Authorized Agents for Service of Process"). No other County officer or employee may accept service of process on behalf of the County of Warren.
3. A County officer or employee who is named as a defendant in a civil lawsuit, in their official capacity, shall accept service of process and shall immediately deliver all legal papers received to the County Attorney's Office, for the attention of the Risk Manager, after writing on the back of the summons their name, title, and the date, time and place where the legal papers were served upon them.
4. Every written notice of claim, summons, complaint, notice of petition, petition, order to show cause, or other legal notice of process lodged against the County of Warren or a County officer or employee acting in their official capacity shall be delivered to the County Attorney's Office, without delay, and in no case later than the close of business on the first business day after service.
5. A County officer or employee who receives service of process and is not an Authorized Agent for Service of Process shall forward without delay all legal papers received to the County Attorney's Office, after writing their name, title, and the date, time and place of service on the back side of the summons no later than the close of business on the first business day after service.

6. After consultation with the County Attorney, the Risk Manager shall submit each written notice of claim, summons, complaint, notice of petition, petition, or other notice of legal process to the County's insurance company for a determination of coverage.
7. Under the supervision of the County Attorney, the Risk Manager shall track and manage each notice of claim and lawsuit to assign litigation milestones and develop appropriate legal strategies specific for each notice of claim and lawsuit.
8. The County Attorney shall advise the Board of Supervisors, through the committee structure, or as a whole, concerning notices of claim and lawsuits pending against the County, its officers and employees, as required by the New York State Rules of Professional Conduct, as amended, to include legal opinions concerning material changes in liability or damages, defense costs, appropriate County reserves, and available indemnification and contribution.

DRAFT



County Incident Report

Date of Occurrence:	Time of Occurrence:	Date/Time Reported:	Person Reported To:
Employee's Name/Job Title/Department:			
Employee's Supervisor/Phone Number:			
Specific Location of Incident:			
Condition of Area Where Incident Occurred:			
Weather Conditions:			
Character of Case: <input type="radio"/> ACCIDENT <input type="radio"/> COUNTY PROPERTY DAMAGE <input type="radio"/> OTHER PROPERTY DAMAGE <input type="radio"/> THEFT <input type="radio"/> INJURY TO OTHERS (mark all that apply to incident)			
Brief Description of Incident:			
County Property Damage:			
Other Property Damage:			
Vehicle Make/Model:	Vehicle Year/Plate Number:	Vehicle VIN:	Vehicle Operator Name:
Witnesses' Names/Addresses/Telephone Numbers:			
Employee Statement: (Briefly describe the nature of the accident and the circumstances that resulted in damage to Private or County owned property or injury to persons on County Property.)			
Supervisor's Statement:			
Sheriff's Report Filed By:		Date Notified:	Case No.:
Supervisor's Signature/Date:			

Date Received by County Attorney's Office:

PLEASE RETURN ORIGINAL TO THE COUNTY ATTORNEY'S OFFICE

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: County Attorney

DATE: 8/30/24

- (a) Purpose of Contract Change: **Increase the not to exceed amount from \$40,000 to \$60,000**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **753 of 2022 and 98 of 2024**
- (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: **July 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 **\$60,000**
 - 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**

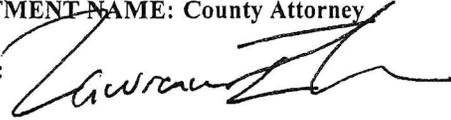
**Sample: A.1010 470 Legislative Board – Contract Sxx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx**

*as listed in budget and LOGOS

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: 8/30/24

<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 440	County Attorney, Legal/Transcript Fees	\$20,000.00

Please state reason for transfer request: To fund the contract increase for Roemer Wallens Gold Mineaux, LLP

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