

**WARREN COUNTY BOARD OF SUPERVISORS**

**COMMITTEE: CRIMINAL JUSTICE, PUBLIC SAFETY & EMERGENCY SERVICES**

**DATE: JANUARY 21, 2025**

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**COMMITTEE MEMBERS PRESENT:**

SUPERVISORS: GERACI  
CONOVER  
MADAY  
STRAINER  
GILLIGAN  
DRISCOLL  
PATCHETT

**OTHERS PRESENT:**

REPRESENTING THE DISTRICT ATTORNEY DEPARTMENT  
JASON CARUSONE, DISTRICT ATTORNEY  
PAULETTE McDONALD, ASSISTANT TO THE DISTRICT ATTORNEY  
ROBERT IUSI, DIRECTOR, PROBATION  
ERIN BROTHERS, DATA OFFICER, ILS, PUBLIC DEFENDER'S OFFICE  
TERRY COMEAU, UNDERSHERIFF  
ANN MARIE MASON, DIRECTOR, OFFICE OF EMERGENCY SERVICES  
KEVIN B. GERAGHTY, CHAIRMAN OF THE BOARD  
JOHN TAFLAN, COUNTY ADMINISTRATOR  
LARRY ELMEN, COUNTY ATTORNEY  
AMANDA ALLEN, CLERK OF THE BOARD  
FRANK THOMAS, BUDGET OFFICER  
SUPERVISORS MERLINO  
TURNER  
WILD  
TAMMIE DeLORENZO, ASSISTANT TO THE COUNTY ADMINISTER  
CHRISTINE NORTON, COUNTY TREASURER  
DEANNA PARK, DIRECTOR, OFFICE FOR THE AGING  
DELANEY WILSON, TOWN OF QUEENSBURY RESIDENT  
LUKE MOSSEAU, *THE POST STAR*  
MOLLY GANOTES-GLEASON, LEGISLATIVE OFFICE SPECIALIST

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*Please note, the following contains a summarization of the January 21, 2025 meeting of the Criminal Justice, Public Safety & Emergency Services Committee; the meeting in its entirety can be viewed on the Warren County website using the following links:*

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

*Warren County's YouTube Channel - <https://www.youtube.com/watch?v=wB1IjQXRj8g>*

Mr. Geraci called the meeting of the Criminal Justice, Public Safety & Emergency Services Committee to order at 9:00 a.m.

Copies of the District Attorney; Probation; Public Defender; Sheriff and Office of Emergency Services agendas were distributed; copies of the agendas are on file with the meeting minutes.

Motion was made by Mr. Strainer, seconded by Ms. Gilligan and carried by a majority vote of those present, with Mr. Patchett abstaining, to approve the minutes of the previous Committee meeting, subject to correction by the Clerk of the Board.

The meeting commenced with review of the Action Agenda/New Business section of the District Attorney agenda which included a request to submit an application to the New York State Office of Victim Services for 2025 VOCA (*Victim of a Crime Act*) Victim Assistance Grant Program funding in an amount to be determined for the term beginning October 1, 2025 and terminating September 30, 2028, with an optional two-year renewal, and authorizing the Chairman of the Board to execute the resulting grant agreement for same.

Motion was made by Mr. Conover, seconded by Mr. Maday and carried unanimously to approve the request as presented and the necessary resolution was authorized for the February 21<sup>st</sup> Board Meeting. *A copy of the resolution request form*

*is on file with the minutes.*

Privilege of the floor and public comment were called for;

Christine Norton, *County Treasurer*, spoke regarding the local match for the District Attorney's request.

There being no further District Attorney business to discuss, review of the Probation agenda commenced with the Action/Agenda New Business Items which included the following requests:

1. To amend the Table of Organization and Salary Schedule to create new position of Probation Officer Trainee, *Grade 16, Base Annual Salary \$55,602*, and unfund but retain in the Table of Organization the position of Probation Officer, effective February 24, 2025.

Motion was made by Mr. Conover, seconded by Mr. Driscoll and carried unanimously to approve the request as presented and refer same to the Personnel, Administration & Higher Education Committee. *A copy of the resolution request form is on file with the minutes.*

2. To submit an application to Operation Underground Railroad, Inc. for grant funding in an amount not to exceed \$15,000 for the purchase of digital forensics software from DATAPILOT, Inc., for a term beginning as soon as possible and terminating December 31, 2025.

Larry Elmen, *County Attorney*, suggested amending the request to include authorization to accept of the funds, as well as any additional future awards that may become available under this grant and the Chairman of the Board of Supervisors to execute any resulting grant agreement.

Motion was made by Mr. Maday, seconded by Ms. Gilligan and carried unanimously to approve the request, inclusive of the language suggested by Mr. Elmen and the necessary resolution was authorized for the February 21<sup>st</sup> Board Meeting. *A copy of the resolution request form is on file with the minutes.*

There being no further Probation business to discuss, review of the Public Defender agenda review commenced with the Action/Agenda New Business Items which included the following requests:

1. To extend two grant awards received from the New York State Division of Criminal Justice Services, in the amount of \$380,600 to help offset the costs of Public Defense services and expenses in Warren County, to commence retroactive to April 1, 2023 and terminate March 31, 2025.
2. To amend the 2025 Warren County Budget in the amount of \$139,737.29, to reflect funding from the Division of Criminal Justice Services, for Aid to Defense for Discovery Reform.
3. To amend the 2025 Warren County Budget in the amount of \$139,737.29, to reflect funding from the Division of Criminal Justice Services, for Aid to Defense - Supplemental.

Committee was advised a portion of the grant funds would be used to pay stipends to attorneys within the Public Defender's Office who had not received salary increases in 2025. Mr. Elmen advised stipends could not be paid as there were no provisions in place allowing additional payment for services already performed.

A discussion ensued following which a motion was made by, Mr. Conover, seconded by Mr. Strainer and carried unanimously to table requests 1-3 until the next Committee meeting when future information on the matter could be provided.

4. For a new contract with LegalServer, in the amount of \$48,900, to upgrade/replace current CaseManagement Platform to increase efficiency in opening/closing documents, eDiscovery review, E-File management and ILS (*Indigent Legal Services*) reporting, to commence March 3, 2025 and terminate December 31, 2026.

Motion was made by Mr. Driscoll, seconded by Ms. Gilligan and carried unanimously to approve the request as presented and the necessary resolution was authorized for the February 21<sup>st</sup> Board Meeting. *A copy of the resolution request form*

*is on file with the minutes.*

Next, the agenda review proceeded with an overview of the following Discussion Item:

- a. Fourth Family Defense (Child Welfare) Quality Improvement and Caseload reduction Grant.

Committee was introduced to Delaney Wilson, a Senior at Queensbury High School, who was participating in the Criminal Justice Pathway Program with the Public Defender's Office which provided college credit.

There being no further Public Defender business to discuss, review of the Sheriff agenda commenced with the following requests:

1. To amend the contract with the New York State Department of Corrections & Community Supervision previously authorized by R136 of 2021 to increase the not to exceed amount by \$70,000 to a total not to exceed amount of \$196,114 for the entirety of the five year contract, to account for annual increases in food expenses for the Correctional Facility.

Motion was made by Mr. Maday, seconded by Mr. Strainer and carried unanimously to approve the request as presented and the necessary resolution was authorized for the February 21<sup>st</sup> Board Meeting. *A copy of the resolution request form is on file with the minutes.*

2. To amend the Table of Organization and Salary Schedule to create the new position of Building Maintenance Mechanic P/T, *Grade 15, Base Annual Salary \$28.86/hr*, effective February 24, 2025.

Motion was made by Mr. Maday, seconded by Ms. Gilligan and carried unanimously to approve the request as presented and refer same to the Personnel, Administration & Higher Education Committee. *A copy of the resolution request form is on file with the minutes.*

Discussion Items section of the agenda was reviewed with the following items being addressed:

1. Sheriff's Office vehicle fleet. Mr. Taflan provided oversight on his research regarding purchasing vs. leasing County vehicles, which, he advised leasing might not be the best option. He indicated he would return with a final recommendation when his analysis was complete.

There being no further Sheriff business to discuss, review of the Office of Emergency Services agenda commenced with the Action Agenda/New Business Items which included the following requests:

1. Request to amend the 2025 Warren County Budget in the amount of \$639.87 to carry over unused FY20 State Homeland Security Program grant funding.
2. Request to amend the 2025 Warren County Budget in the amount of \$2,924.13 to carry over unused FY22 State Homeland Security Program grant funding.
3. Request to amend the 2025 Warren County Budget in the amount of \$49,260.97 to carry over unused FY23 State Homeland Security Program grant funding.
4. Request to amend the 2025 Warren County Budget in the amount of \$101,590.72 to carry over unused FY22 Division of Homeland Security and Emergency Services Domestic Terrorism Prevention State Homeland Security Program grant funding.
5. Request to amend the 2025 Warren County Budget in the amount of \$11,477.25 to carry over unused FY21 Hazmat Grant Program funding.
6. Request to amend the 2025 Warren County Budget in the amount of \$125,362.55 to carry over unused FY22 Hazmat Grant Program funding.

Mr. Strainer exited the meeting at 9:54 a.m.

Motion was made by Mr. Conover, seconded by Ms. Gilligan and carried by a majority vote of those present (*Mr. Strainer absent*) to approve the requests as presented and refer same to the Finance & Budget Committee. *Copies of the resolution*

*request forms are on file with the minutes.*

7. To approve a memorandum of understanding between DHSES (*New York State Division of Homeland Security*) and Emergency Services and Warren County to accept possession of New York State DHSES owned flood mitigation equipment.

Mr. Strainer returned to the meeting at 9:56 a.m.

Motion was made by Mr. Maday, seconded by Mr. Driscoll and carried unanimously to approve the request as presented and the necessary resolution was authorized for the February 21<sup>st</sup> Board Meeting. *A copy of the resolution request form is on file with the minutes.*

Privilege of the floor and public comment were called for, but there was no one wishing to speak.

As there was no further business to come before the Criminal Justice, Public Safety & Emergency Services Committee, on motion made by Mr. Strainer, seconded by Mr. Conover, and carried unanimously, Mr. Geraci adjourned the meeting adjourned at 9:57 a.m.

Respectfully submitted,  
Molly Ganotes-Gleason, Legislative Office Specialist

CRIMINAL JUSTICE, PUBLIC SAFETY AND EMERGENCY SERVICES COMMITTEE MEETING  
DISTRICT ATTORNEY AGENDA  
January 21, 2025

COMMITTEE MEMBERS: Supervisors - GERACI, Conover, Maday, Strainer, Gilligan, Driscoll and Patchett  
- Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board.

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the Floor and public comment
- IV. Action Agenda/New Business Items:
  1. Request: to apply for 2025 Victim of Crime Act (VOCA) Victim Assistance Grant Program and receive any granted funding to support our existing crime victim program  
Rationale: Resolution request to apply for the Victim of Crime Act (VOCA) Victim Assistance Grant Program in an amount to be determined and to receive the funds awarded to support our existing crime victim program.
- V. Discussion Items:
- VI. Referrals/Pending Items: None.
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

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Attachments:

## **RESOLUTION REQUEST FORM NO. 5**

### ***Request to Apply for a Grant Application and Grant Agreement***

**DEPARTMENT NAME: District Attorney- Victim Assistance Program**

**DATE: 1-06-2025**

- (a) Purpose of Grant:  
**to fund the Victim Assistance Program beginning 10-01-2025 until 9-30-2028 with a 2 year optional renewal**
- (b) Name of Grantor:  
**New York State Office of Victim Services**
- (c) Address of Contractor: **80 South Swan Street, 2nd Floor  
Albany , NY 12210-8002**
- (d) Grantor's Contact Person and Telephone Number:  
**Kathleen Joslin 518-457-2828**
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach? **Attached**
- (f) Effective Date of Grant: **10-01-2025**
- (g) Termination Date of Grant: **9-30-2028 with an optional 2 year renewal**
- (h) Total Dollar Amount Involved (not to exceed): **TBD**
- (i) Deadline to Submit Grant Application and/or Grant Agreement:  
**3-19-2025**
- (j) Is a Budget amendment required? **NO** If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? **NO** If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (i) Is a Local Share Required? **YES** If Yes, Where are the Funds? List Budget Code, Object Code, Full Title\* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount:

**MATCH FUNDS- In kind from interns and space- 5% from county for Director**

**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

## Affinito, Manon

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**From:** NYS Office of Victim Services <ovsoutreach@ovs.ny.gov>  
**Sent:** Monday, January 6, 2025 10:31 AM  
**To:** Affinito, Manon  
**Subject:** Broadcast Email: 2025 VOCA Victim Assistance Grant Program

**Warning: Unusual sender** <ovsoutreach@ovs.ny.gov>  
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.



# Office of Victim Services

The following is a **Broadcast Email** to all OVS Listserv subscribers:

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Dear Colleague:

The **New York State Office of Victim Services (OVS)** is announcing a funding opportunity available to community-based organizations and public agencies that provide direct assistance to victims of crime in New York State.

The **2025 Victims of Crime Act (VOCA) Victim Assistance Grant Program - Request for Applications (RFA)** outlines how to apply for funding to support services that meet the immediate and long-term needs of victims of crime.

Direct assistance may include crisis counseling, telephone and onsite information and referrals, criminal justice support and advocacy, shelter, therapy, and more. Funds may also be used to develop new programs that address emerging needs, gaps in services, and training of victim service advocates.

Additional information about the 2025 VOCA Victim Assistance Grant Program RFA is available online at [ovs.ny.gov/2025-voca-rfa](https://ovs.ny.gov/2025-voca-rfa) and you can click the button below to download the RFA.



### **2025 VOCA Victim Assistance Grant Program - RFA**

Applications must be submitted in the Statewide Financial System by 5:00pm EST on **March 19, 2025**. Contracts resulting from this procurement will begin on October 1, 2025 and will be in effect for three years (subject to funding availability).

On behalf of OVS, thank you for your continued commitment to providing trauma-informed and culturally competent services to victims of crime in communities across New York State.

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Previous OVS Broadcast Emails are available online at: [ovs.ny.gov/vap](https://ovs.ny.gov/vap). You can also subscribe to future email correspondences from OVS by clicking the *Subscribe Now!* button below.

**Subscribe Now!**



New York State Office of Victim Services | 80 S. Swan Street 2nd Floor | Albany, NY 12210  
US

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**Office of  
Victim Services**

**REQUEST FOR APPLICATIONS  
for  
VICTIMS OF CRIME ACT (VOCA)  
VICTIM ASSISTANCE GRANT PROGRAM**

**Kathy Hochul, Governor  
Bea Hanson, PhD, Director**

**RFA Release Date: January 6, 2025**

**Application Due Date: March 19, 2025 at 5:00pm EST**

**\*\*\* LATE APPLICATIONS WILL NOT BE ACCEPTED\*\*\***

**Primary Designated Contact:**

Kathleen Joslin

Phone: 518-457-2828

Email: [kathleen.joslin@ovs.ny.gov](mailto:kathleen.joslin@ovs.ny.gov)

**Alternate Contact:**

Victoria Melillo

Phone: 518-485-0967

Email: [victoria.melillo@ovs.ny.gov](mailto:victoria.melillo@ovs.ny.gov)

Criminal Justice, Public Safety & Emergency Services Committee  
Office of Emergency Services

January 21, 2025

COMMITTEE MEMBERS: GERACI, Conover, Maday, Strainer, Gilligan, Driscoll, Patchett

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
  1. Request: Resolution request to amend the 2025 budget to accommodate the FY20 State Homeland Security Program grant (A.3645.4112) in the amount of 639.87. *Attachment #1*  
Rationale: Resolution is needed to carry over grant funds from 2024.
  2. Request: Resolution request to amend the 2025 budget to accommodate the FY22 State Homeland Security Program grant (A.3645.4118) in the amount of 2,924.13. *Attachment #2*  
Rationale: Resolution is needed to carry over grant funds from 2024.
  3. Request: Resolution request to amend the 2025 budget to accommodate the FY23 State Homeland Security Program grant (A.3645.4122) in the amount of \$49,260.97. *Attachment #3*  
Rationale: Resolution is needed to carry over grant funds from 2024.
  4. Request: Resolution request to amend the 2025 budget to accommodate the FY22 Domestic Terrorism Prevention Program Grant (A.3645.4120) in the amount of \$101,590.72. *Attachment #4*  
Rationale: Resolution is needed to carry over grant funds from 2024.
  5. Request: Resolution request to amend the 2025 budget to accommodate the FY21 HazMat Grant Program (A.3645.4124) in the amount of \$11,477.25. *Attachment #5*  
Rationale: Resolution is needed to carry over grant funds from 2024.
  6. Request: Resolution request to amend the 2025 budget to accommodate the FY22 HazMat Grant Program (A.3645.4125) in the amount of \$125,362.55. *Attachment #6*  
Rationale: Resolution is needed to carry over grant funds from 2024.
  7. Request: Resolution request to approve a Memorandum of Understanding (MOU) between the NYS Division of Homeland Security and Emergency Services (NYS DHSES) and Warren County; and to accept possession of NYS DHSES owned flood mitigation equipment in accordance with the terms set forth in the MOU. *Attachment #7*  
Rationale: Resolution is needed to approve the MOU and to accept the transfer of possession of equipment on the attached schedule from NYS DHSES to Warren County. NYS DHSES will retain ownership of the listed equipment. The MOU will be in effect upon execution of both parties.
- V. Discussion Items
- VI. Referrals/Pending Items
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

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Attachments:

1. Resolution Request Form #7 and supporting documentation
2. Resolution Request Form #7 and supporting documentation
3. Resolution Request Form #7 and supporting documentation
4. Resolution Request Form #7 and supporting documentation
5. Resolution Request Form #7 and supporting documentation
6. Resolution Request Form #7 and supporting documentation
7. Resolution Request Form #7 and supporting documentation

# **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: Office of Emergency Services**

**DATE: January 21, 2025**

(a) **Purpose of Amendment: Increase both sides of the budget to carry over grant funds from 2024.**

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

**A.3645.4112 260 – FY20 State Homeland Security Program – Other Equipment      \$639.87**

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

**A.3645.4112 4380 – FY20 State Homeland Security Program-  
State Homeland Security Program      \$639.87**

Fiscal Year: 2024

Organization Set: A.4022 - General, Emer

Save Search

Search

Summarization Level: None

Account Type: Expense

Include Unposted Transactions:

Reclassification Journal Type:

**A.3645.4112 - General, Homeland Security, FY20 State Homeland Sec Program Fiscal Year: 2024**

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
		<b>\$14,156.42</b>	<b>\$13,516.55</b>	<b>\$0.00</b>	<b>\$639.87</b>	<b>95%</b>	
220	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
250	Technical Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
260	Other Equipment	\$0.00	\$12,755.84	\$0.00	\$12,115.97	\$639.87	\$639.87
410	Supplies	\$0.00	\$1,400.58	\$0.00	\$1,400.58	\$0.00	\$0.00
422	Repair/Maint-Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
444	Travel/Education/Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
470	Contract	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

- 4104 - FY18 State Homeland Sec
- 4105 - FY18 State Homeland Sec
- 4106 - FY18 LEMPG
- 4107 - FY18 Haz Mat Emerg Pre
- 4108 - FY19 State Homeland Sec
- 4109 - FY19 LEMPG
- 4110 - FY19 Haz Mat Emerg Pre
- 4111 - FY20 EMPG-S (COVID-19)
- 4112 - FY20 State Homeland Sec
- No results
- 4113 - FY20 LEMPG
- 4114 - FY20 Haz Mat Emerg Pre
- 4115 - FY21 State Homeland Sec
- 4116 - FY21 LEMPG
- 4117 - FY21 Haz Mat Emerg Pre
- 4118 - FY22 State Homeland Sec
- 4119 - FY22 LEMPG
- 4120 - FY22 DHSSES Domestic Tr
- No results
- 4121 - FY22 Haz Mat Emerg Pre
- 4122 - FY23 State Homeland Sec
- 4123 - FY23 LEMPG
- 4124 - FY21 Hazmat Grant Progi
- 4125 - FY22 Hazmat Grant Progi
- 4126 - FY23 Haz Mat Emerg Pre
- 4127 - FY24 State Homeland Sec
- 4128 - FY24 LEMPG
- 4129 - FY23 DHSSES Domestic Tr
- 4022 - Emergency Medical Service
- 9781 - Subscription-Based IT Airran
- H254 - Fire Training Center Project
- U419 - Unaud Mitigation Grant Dror

# ***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: Office of Emergency Services**

**DATE: January 21, 2025**

(a) **Purpose of Amendment: Increase both sides of the budget to accommodate grant award.**

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

<b>A.3645.4118 260 – FY22 State Homeland Security Program – Other Equipment</b>	<b>\$1,500.00</b>
<b>A.3645.4118 410 – FY22 State Homeland Security Program – Supplies</b>	<b>\$ 327.13</b>
<b>A.3645.4118 470 – FY22 State Homeland Security Program – Contract</b>	<b>\$1,097.00</b>

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

<b>A.3645.4118 4380 – FY22 State Homeland Security Program- State Homeland Security Program</b>	<b>\$2,924.13</b>
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Organization Inquiry

Fiscal Year: 2024  
 Organization Set: A.3645.4129 - General  
 Save Search     
 Search

Reclassification Journal Type

Summarization Level: None  
 Account Type: Expense  
 Include Unposted Transactions:

**A.3645.4118 - General, Homeland Security, FY22 State Homeland Sec Program Fiscal Year: 2024**

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
260	Other Equipment	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	36%
410	Supplies	\$0.00	\$2,000.00	\$0.00	\$1,672.87	\$327.13	
444	Travel/Education/Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
470	Contract	\$0.00	\$1,097.00	\$0.00	\$0.00	\$1,097.00	
			<b>\$4,597.00</b>	<b>\$0.00</b>	<b>\$1,672.87</b>	<b>\$2,924.13</b>	

- 4104 - FY17 Haz Mat Emerg Pre
- 4105 - FY18 State Homeland Sec
- 4106 - FY18 LEMPG
- 4107 - FY18 Haz Mat Emerg Pre
- 4108 - FY19 State Homeland Sec
- 4109 - FY19 LEMPG
- 4110 - FY19 Haz Mat Emerg Pre
- 4111 - FY20 EMPG-S (COVID-19)
- 4112 - FY20 State Homeland Sec
- 4113 - FY20 LEMPG
- 4114 - FY20 Haz Mat Emerg Pre
- 4115 - FY21 State Homeland Sec
- 4116 - FY21 LEMPG
- 4117 - FY21 Haz Mat Emerg Pre
- 4118 - FY22 State Homeland Sec
- 4119 - FY22 LEMPG
- 4120 - FY22 DHSES Domestic T
- No results
- 4121 - FY22 Haz Mat Emerg Pre
- 4122 - FY23 State Homeland Sec
- 4123 - FY23 LEMPG
- 4124 - FY21 Hazmat Grant Prog
- 4125 - FY22 Hazmat Grant Prog
- 4126 - FY23 Haz Mat Emerg Pre
- 4127 - FY24 State Homeland Sec
- 4128 - FY24 LEMPG
- 4129 - FY23 DHSES Domestic T
- 4022 - Emergency Medical Service
- 9781 - Subscription-Based IT Arrar
- H254 - Fire Training Center Project
- H413 - Hazard Mitigation Grant Progr

# **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: Office of Emergency Services**

**DATE: January 21, 2025**

(a) **Purpose of Amendment: Increase both sides of the budget to carry over grant funds from 2024.**

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

<b>A.3645.4122 220 – FY23 State Homeland Security Program – Office Equipment</b>	<b>\$ 1,157.22</b>
<b>A.3645.4122 250 – FY23 State Homeland Security Program – Technical Equipment</b>	<b>\$ 1,013.50</b>
<b>A.3645.4122 260 – FY23 State Homeland Security Program – Other Equipment</b>	<b>\$33,900.00</b>
<b>A.3645.4122 410 – FY23 State Homeland Security Program – Supplies</b>	<b>\$ 3,030.25</b>
<b>A.3645.4122 428 – FY23 State Homeland Security Program – Data Processing</b>	<b>\$ 8,385.00</b>
<b>A.3645.4122 470 – FY23 State Homeland Security Program – Contract</b>	<b>\$ 1,775.00</b>

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

<b>A.3645.4122 4380 – FY23 State Homeland Security Program- State Homeland Security Program</b>	<b>\$49,260.97</b>
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Organization Inquiry

Summarization Level: None | Account Type: Expense | Reconciliation Journal Type:   
 Include Unposted Transactions:

Fiscal Year: 2024 | Organization Set: A.3645.412 | Save Search:  | Search:  | Reset:

**A.3645.4122 - General, Homeland Security, FY23 State Homeland Sec Program Fiscal Year: 2024**

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used	Percent Used	Actual
220	Office Equipment	\$11,500.00	\$11,500.00	\$0.00	\$10,342.78	\$1,157.22	90%		
250	Technical Equipment	\$3,000.00	\$3,000.00	\$124.95	\$1,861.55	\$1,013.50	66%		
260	Other Equipment	\$33,900.00	\$33,900.00	\$0.00	\$0.00	\$33,900.00	0%		
410	Supplies	\$5,000.00	\$5,000.00	\$0.00	\$1,969.75	\$3,030.25	39%		
428	Data Processing & Internet Fees	\$8,385.00	\$8,385.00	\$0.00	\$0.00	\$8,385.00	0%		
444	Travel/Education/Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		
470	Contract	\$6,500.00	\$6,500.00	\$0.00	\$4,725.00	\$1,775.00	73%		
<b>Total</b>		<b>\$68,285.00</b>	<b>\$68,285.00</b>	<b>\$124.95</b>	<b>\$18,899.08</b>	<b>\$49,260.97</b>	<b>28%</b>		

*PO rollover*

# **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: Office of Emergency Services**

**DATE: January 21, 2025**

(a) **Purpose of Amendment: Increase both sides of the budget to carry over grant funds from 2024.**

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

**A.3645.4120 470 – FY22 DHSES Domestic Terrorism Prevention \$101,590.72**

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

**A.3645.4120 3380 – FY22 DHSES Domestic Terrorism Prevention \$101,590.72  
State Homeland Security Program**

Organization Inquiry

Fiscal Year: 2024  
 Organization Set: A.3645.4129 - General

Save Search    
 Search    
 Reset

Summarization Level: None  
 Account Type: Expense  
 Include Unposted Transactions:

Reclassification Journal Type

A.3645.4120 - General, Homeland Security, FY22 DHSES Domestic Terror Prev Fiscal Year: 2024

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
427	Memberships & Dues	\$0.00	\$645.00	\$0.00	\$645.00	\$0.00	100%
444	Travel/Education/Conference	\$0.00	\$600.00	\$0.00	\$600.00	\$0.00	100%
470	Contract	\$0.00	\$171,168.00	\$37,393.88	\$32,183.40	\$101,590.72	41%
<b>Total</b>		<b>\$0.00</b>	<b>\$172,413.00</b>	<b>\$37,393.88</b>	<b>\$33,428.40</b>	<b>\$101,590.72</b>	<b>41%</b>

- 4104 - FY17 Haz Mat Emerg Pre
- 4105 - FY18 State Homeland Sec
- 4106 - FY18 LEMPG
- 4107 - FY18 Haz Mat Emerg Pre
- 4108 - FY19 State Homeland Sec
- 4109 - FY19 LEMPG
- 4110 - FY19 Haz Mat Emerg Pre
- 4111 - FY20 EMPG-S (COVID-19)
- 4112 - FY20 State Homeland Sec
- 4113 - FY20 LEMPG
- 4114 - FY20 Haz Mat Emerg Pre
- 4115 - FY21 State Homeland Sec
- 4116 - FY21 LEMPG
- 4117 - FY21 Haz Mat Emerg Pre
- 4118 - FY22 State Homeland Sec
- No results
- 4119 - FY22 LEMPG
- 4120 - FY22 DHSES Domestic T
- No results
- 4121 - FY22 Haz Mat Emerg Pre
- 4122 - FY23 State Homeland Sec
- 4123 - FY23 LEMPG
- 4124 - FY21 Hazmat Grant Proc
- 4125 - FY22 Hazmat Grant Proc
- 4126 - FY23 Haz Mat Emerg Pre
- 4127 - FY24 State Homeland Sec
- 4128 - FY24 LEMPG
- 4129 - FY23 DHSES Domestic T
- 4022 - Emergency Medical Service
- 9781 - Subscription-Based IT Airrai
- H254 - Fire Training Center Project
- U419 - Hazard Mitigation Grant Doct

# **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: Office of Emergency Services**

**DATE: January 21, 2025**

(a) **Purpose of Amendment: Increase both sides of the budget to carry over grant funds from 2024.**

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

<b>A.3645.4124 260 – FY21 Hazmat Grant Program – Other Equipment</b>	<b>\$ 5.64</b>
<b>A.3645.4124 410 – FY21 Hazmat Grant Program – Supplies</b>	<b>\$11,471.61</b>

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

<b>A.3645.4124 4382 – FY21 Hazmat Grant Program - Hazmat Grant Program</b>	<b>\$11,477.25</b>
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Fiscal Year 2024  
 G/L Account A.3645.4124.410 - Supplies  
 Save Search

Summary Budget Analysis Five Year Trend Budget History Detail  
 Annual Totals YTD Reclass Journal Type  
 Classification Contractual Expense

Fiscal Year 2024  
 Amended Budget \$22,800.00  
 Encumbrances \$11,328.76  
 Expenses \$0.00  
 YTD Balance \$11,471.24  
 Percent Used 50%

Month	Budget	Amendments	Encumbrances	Expenses	Current YTD Balance	Percent Used
January	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
February	\$0.00	\$22,800.00	\$0.00	\$0.00	\$22,800.00	0%
March	\$0.00	\$0.00	\$0.00	\$0.00	\$22,800.00	0%
April	\$0.00	\$0.00	\$0.00	\$0.00	\$22,800.00	0%
May	\$0.00	\$0.00	\$0.00	\$0.00	\$22,800.00	0%
June	\$0.00	\$0.00	\$0.00	\$0.00	\$22,800.00	0%
July	\$0.00	\$0.00	\$0.00	\$0.00	\$22,800.00	0%
August	\$0.00	\$0.00	\$0.00	\$0.00	\$22,800.00	0%
September	\$0.00	\$0.00	\$0.00	\$0.00	\$22,800.00	0%
October	\$0.00	\$0.00	\$0.00	\$0.00	\$22,800.00	0%
November	\$0.00	\$0.00	\$0.00	\$0.00	\$22,800.00	0%
December	\$0.00	\$0.00	\$11,328.76	\$0.00	\$11,471.24	50%
Total	\$0.00	\$22,800.00	\$11,328.76	\$0.00	\$11,471.24	50%
Unposted Transactions	\$0.00	\$0.00	(\$11,328.39)	\$11,328.39	\$11,471.24	50%
Grand Total	\$0.00	\$22,800.00	\$0.37	\$11,328.39	\$11,471.24	50%

- 41017 - FY15 Haz Mat Emerg Preparedness
- 41018 - FY16 State Homeland Sec Program
- 41019 - FY16 LEMPG
- 4100 - FY16 Hazmat Grant Program
- 4101 - FY16 Haz Mat Emerg Preparedness
- 4102 - FY17 State Homeland Sec Program
- 4103 - FY17 LEMPG
- 4104 - FY17 Haz Mat Emerg Preparedness
- 4105 - FY18 State Homeland Security Prog
- 4106 - FY18 LEMPG
- 4107 - FY18 Haz Mat Emerg Preparedness
- 4108 - FY19 State Homeland Sec Program
- 4109 - FY19 LEMPG
- 4110 - FY19 Haz Mat Emerg Preparedness
- 4111 - FY20 EMPG-S (COVID-19)
- 4112 - FY20 State Homeland Sec Program
- 4113 - FY20 LEMPG
- 4114 - FY20 Haz Mat Emerg Preparedness
- 4115 - FY21 State Homeland Sec Program
- 4116 - FY21 LEMPG
- 4117 - FY21 Haz Mat Emerg Preparedness
- 4118 - FY22 State Homeland Sec Program
- 4119 - FY22 LEMPG
- 4120 - FY22 DHSES Domestic Terror Prev
- 4121 - FY22 Haz Mat Emerg Preparedness
- 4122 - FY23 State Homeland Sec Program
- 4123 - FY23 LEMPG
- 4124 - FY21 Hazmat Grant Program
- \$ 260 Other Equipment
- \$ 410 Supplies

*0.37*

# **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: Office of Emergency Services**

**DATE: January 21, 2025**

(a) **Purpose of Amendment: Increase both sides of the budget to carry over grant funds from 2024.**

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

<b>A.3645.4125 230 – FY22 Hazmat Grant Program – Automotive Equipment</b>	<b>\$25,000.00</b>
<b>A.3645.4125 250 – FY22 Hazmat Grant Program – Technical Equipment</b>	<b>\$ 7,757.84</b>
<b>A.3645.4125 260 – FY22 Hazmat Grant Program – Other Equipment</b>	<b>\$33,800.00</b>
<b>A.3645.4125 410 – FY22 Hazmat Grant Program – Supplies</b>	<b>\$15,000.00</b>
<b>A.3645.4125 422 – FY22 Hazmat Grant Program – Repair/Maint Equipment</b>	<b>\$20,000.00</b>
<b>A.3645.4125 428 – FY22 Hazmat Grant Program – Data Processing/Internet</b>	<b>\$ 6,904.71</b>
<b>A.3645.4125 444 – FY22 Hazmat Grant Program – Travel/Education</b>	<b>\$15,000.00</b>
<b>A.3645.4125 470 – FY22 Hazmat Grant Program – Contract</b>	<b>\$ 1,900.00</b>

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

<b>A.3645.4125 4382 – FY22 Hazmat Grant Program - Hazmat Grant Program</b>	<b>\$125,362.55</b>
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Organization Inquiry

Save Search  Reset  
 Fiscal Year: 2024  
 Organization Set: A.3645.4125 - Gen  
 Reclassification Journal Type:

**A.3645.4125 - General, Homeland Security, FY22 Hazmat Grant Program Fiscal Year: 2024**

Account Number	Description	Adopted Budget	Amended Budget	Encumbrances	Expenses	Remaining Balance	% Used
230	Automotive Equipment	\$0.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	0%
250	Technical Equipment	\$0.00	\$21,000.00	\$13,242.16	\$0.00	\$7,757.84	63%
260	Other Equipment	\$0.00	\$33,800.00	\$0.00	\$0.00	\$33,800.00	0%
410	Supplies	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0%
422	Repair/Maint-Equipment	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0%
428	Data Processing & Internet Fees	\$0.00	\$10,000.00	\$0.00	\$2,663.34	\$7,336.66	26.63%
444	Travel/Education/Conference	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0%
470	Contract	\$0.00	\$40,000.00	\$32,660.00	\$5,440.00	\$1,900.00	95%
			<b>\$179,800.00</b>	<b>\$45,902.16</b>	<b>\$8,103.34</b>	<b>\$125,794.50</b>	<b>30%</b>

*Handwritten:* \$7,336.66  
 \$125,302.50

Organization Inquiry

G/L Account Inquiry - A.3645.4125 428 - Data Processing & Internet Fees

Fiscal Year 2024

G/L Account

A.3645.4125 428 - Data Processing & Internet Fees

Save Search

Reset

Summary Budget Analysis Five Year Trend Budget History Detail

Annual Totals YTD Reclass Journal Type

Classification Contractual Expense

Fiscal Year 2024

Month	Amended Budget	Encumbrances	Expenses	YTD Balance	Percent Used
January	\$10,000.00	\$0.00	\$0.00	\$0.00	0%
February	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
March	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
April	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
May	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
June	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
July	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
August	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
September	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
October	\$0.00	\$0.00	\$1,797.93	\$8,202.07	18%
November	\$0.00	\$0.00	\$433.46	\$7,768.61	22%
December	\$0.00	\$0.00	\$431.95	\$7,336.66	27%
Total	\$10,000.00	\$0.00	\$2,663.34	\$7,336.66	27%
Unposted Transactions	\$0.00	\$0.00	\$431.95	\$6,904.71	31%
Grand Total	\$10,000.00	\$0.00	\$3,095.29	\$6,904.71	31%

- 4102 - FY17 State Homeland Sec Program
- 4103 - FY17 LEMPG
- 4104 - FY17 Haz Mat Emerg Preparednes
- 4105 - FY18 State Homeland Security Proc
- 4106 - FY18 LEMPG
- 4107 - FY18 Haz Mat Emerg Preparednes
- 4108 - FY19 State Homeland Sec Program
- 4109 - FY19 LEMPG
- 4110 - FY19 Haz Mat Emerg Preparednes
- 4111 - FY20 EMPG-S (COVID-19)
- 4112 - FY20 State Homeland Sec Program
- 4113 - FY20 LEMPG
- 4114 - FY20 Haz Mat Emerg Preparednes
- 4115 - FY21 State Homeland Sec Program
- 4116 - FY21 LEMPG
- 4117 - FY21 Haz Mat Emerg Preparednes
- 4118 - FY22 State Homeland Sec Program
- 4119 - FY22 LEMPG
- 4120 - FY22 DHSES Domestic Terror Prev
- 4121 - FY22 Haz Mat Emerg Preparednes
- 4122 - FY23 State Homeland Sec Program
- 4123 - FY23 LEMPG
- 4124 - FY21 Hazmat Grant Program
- 4125 - FY22 Hazmat Grant Program
- \$ 230 Automotive Equipment
- \$ 250 Technical Equipment
- \$ 260 Other Equipment
- \$ 410 Supplies
- \$ 422 Repair/Maint-Equipment
- \$ 428 Data Processing & Internet Fees

# **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: Office of Emergency Services**

**DATE: January 21, 2025**

(a) Purpose of Request:

**To approve a Memorandum of Understanding between NYS Division of Homeland Security and Emergency Services (NYS DHSES) and Warren County and to accept possession of NYS DHSES owned equipment.**

(b) Details:

**NYS DHSES will purchase and retain ownership of flood mitigation equipment with possession transferred to Warren County. The equipment will be maintained by Warren County and used to enhance the County's preparedness and response capabilities.**

(c) Previous Resolution Number:

**N/A**

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

**No funding required**

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

\* as listed in budget and LOGOS

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**NEW YORK STATE**  
**DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**  
**And**  
**WARREN COUNTY**

This Memorandum of Understanding (MOU) is between the New York State Division of Homeland Security and Emergency Services (DHSES) and Warren County. The aforementioned entities are collectively referred to as the “Parties.”

**WHEREAS**, DHSES has been appropriated funds in the FY24 budget to purchase flood mitigation equipment to support counties in emergency flood events, enhancing preparedness and response capabilities.

**WHEREAS**, Warren County seeks to enhance its flood mitigation efforts through the use of state-provided equipment, helping protect vulnerable areas and mitigate disaster impacts.

**WHEREAS**, The purpose of this MOU is to establish the terms and conditions under which DHSES will transfer possession (but not ownership) of flood mitigation equipment to Warren County, while retaining oversight to ensure compliance and operational readiness.

**NOW THEREFORE**, in furtherance of the above objectives, the Parties mutually agree to the following terms:

1. DHSES will transfer possession of flood mitigation equipment to Warren County, with DHSES retaining ownership.
2. The equipment will be shipped directly to Warren County. DHSES will provide a recording spreadsheet to Warren County. Upon receipt of the equipment, Warren County will confirm and provide DHSES with a detailed inventory, including serial numbers, within 30 days. If this confirmation is not received within the timeframe, DHSES will contact Warren County to conduct an on-site inventory of equipment received. Once completed, the inventory will be attached to and made a part of this MOU.
3. This equipment is provided as a one-time allocation. DHSES will not replace equipment that becomes inoperable or reaches the end of its useful life. Warren County will notify DHSES if it no longer needs the equipment, it is no longer usable, or if it wishes to withdraw from this program.

4. DHSES will apply State branding stickers to the equipment after it has been inventoried to ensure easy identification and to distinguish it from county-owned equipment. Equipment use is not dependent on branding.
5. Upon request, DHSES will provide equipment use training. Warren County is responsible for ensuring its employees are trained and equipped to operate and maintain the equipment safely and effectively.
6. Warren County agrees to provide routine maintenance of this equipment as part of the county's existing maintenance schedule. This maintenance should follow the manufacturer's guidelines or standard practices for similar county-owned equipment. If equipment needs maintenance beyond the regular routine capabilities, Warren County may contact DHSES for additional guidance.
7. DHSES reserves the right to conduct routine inspections to assess equipment usage, condition, and maintenance compliance. Equipment should be kept in operational condition. DHSES may reclaim or reallocate equipment if it is not maintained or used appropriately.
8. In an emergency, DHSES may redeploy the equipment to neighboring counties if it is the most accessible option. Warren County may also deploy the equipment to neighboring counties in urgent or emergency situations, with notification to DHSES.
9. Use of the equipment does not require a New York Responds (NYR) request. Warren County should use the equipment along with its own resources as a first line of defense in flood related emergencies before requesting additional resources from the State.
10. The equipment provided in this MOU is intended for use in preparation for or response to an emergency, or upon approval by DHSES, and not for private, commercial, or personal use.

General Terms:

1. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
2. This MOU is not transferable except with written consent of the Parties.
3. This MOU takes effect at the time the last Party signs.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date indicated below.

**NYS Division of Homeland Security and Emergency Services**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Warren County**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name, Title

**WARREN COUNTY ALLOCATION**

<b>Type</b>	<b>Equipment</b>	<b>Quantity</b>	<b>Accepted Quantity</b>
Pumps	3" Pump	4	
Pumps	4" Pump	4	
Pump Accessories	3" intake hose (10 Ft)	8	
Pump Accessories	3" discharge hose (50ft)	12	
Pump Accessories	3" strainer	4	
Pump Accessories	3" coupler	4	
Pump Accessories	4" intake hose (10ft)	8	
Pump Accessories	4" discharge hose (50ft)	12	
Pump Accessories	4" strainer	4	
Pump Accessories	4" coupler	4	
Pump Accessories	Wheel Kit for 4" Pump	4	
Sandbagger	Sandbag Filler	1	
Sandbag Accessories	Empty Sandbags LG 18 in x 27 in	10,000	
Sandbag Accessories	Sandbag Trailer	1	
Potable Water tanker	550-Gal Water Tanker	1	
Chain Saw	16 inch Chain Saw	4	
Generators	9.2 KW Gas	3	
Light Towers	6 KW Light Towers	2	
VMS	3 Line Message VMS	2	

<b>Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	

CRIMINAL JUSTICE, PUBLIC SAFETY & EMERGENCY

SERVICES COMMITTEE MEETING

PROBATION AGENDA

January 21, 2025

Committee Members: Supervisors Geraci, Conover, Maday, Strainer, Gilligan, Driscoll and Patchett

**I. Committee meeting called to order by Chair**

**II. Approval of minutes of prior Committee Meeting**

**III. Privilege of the floor and public comment**

**IV. Action Agenda/New Business Items:**

1. **Request:** In anticipation of promoting a Probation Officer to Senior Probation Officer and having a vacant Probation Officer position, we desire to create a Probation Officer Trainee position in A.3140-Probation, remove funding from current Probation Officer position but keep title in code unfunded and use existing funding for POT position.

**Rationale:** Probation Officer Trainee position is needed to accommodate new hires. Title has previously existed in our department, however, has not been utilized in over six years.

2. **Request:** To apply for funding with Operation Underground Railroad, Inc. in an amount not to exceed \$15,000 for the term commencing asap-12/31/25 in order to use said funding to purchase digital forensics software from DATAPILOT, Inc.

**Rationale:** Funding opportunity that will allow department to purchase digital forensics software from DATAPILOT, Inc. to pull evidence from digital services (cellphones).

**V. Discussion Items:**

**VI. Referrals/Pending Items: None**

**VII. Privilege of the floor and public comment**

**VIII. Motion to Adjourn**

Attachments: 1. Resolution Request No. 5  
2. Resolution Request No. 11

# RESOLUTION REQUEST FORM NO. 11

## Request to Create New Position

DEPARTMENT NAME: Probation

DATE: January 21, 2025

- (a) Title of Requested Position: **Probation Officer Trainee**
- (b) Annual Base Salary (and Grade if Applicable): \$57,270 Grade 16
- (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): **In anticipation of promoting a Probation Officer to Senior Probation Officer and having a vacant Probation Officer position, we desire to create a Probation Officer Trainee position in A. 3140-Probation, remove funding from current Probation Officer position, keep title in code unfunded and use funding for Probation Officer Trainee position.**
- (e) Where are Funds in the Budget for this Position?  
List Budget Code, Object Code, Full Title and Amount: **A.3140 Probation-Salaries-Regular- \$57,270**
- (f) Is a Budget Transfer needed?    YES    NO  X  
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)*  
1/18/25
- (h) Has County Administrator Reviewed and Approved Creation of New Position?     YES    NO  
*(This is necessary **BEFORE** bringing the request to committee)*  
TD 1/18/25
- (i) Is this a mandated position?    YES    NO  X  
If yes, please explain:
- (j) Is there expected revenue from this position?    YES    NO  X  
If , please explain and complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue:

## PROBATION OFFICER 1 TRAINEE

**DISTINGUISHING FEATURES OF THE CLASS:** This is a one-year traineeship used to appoint individuals to an entry-level Probation Officer 1, Probation Officer (Other Language), or Probation Officer (Community Liaison) position in a probation department responsible for the care of adults and juveniles subject to probation supervision or intake services which require them to meet certain standards of conduct. A Probation Officer 1 Trainee is responsible for participating in a continuous in-service training program regarding the investigative, supervision, counseling and coaching duties and responsibilities of a Probation Officer 1 and, under close and on-going supervision, performs such duties and exercises such responsibilities in a limited nature. When a Probation Officer 1 Trainee participates in a traineeship for a Probation Officer 1 (Other language) or a Probation Officer 1 (Community Liaison) position, he/she is required to satisfy the additional requirements for these positions and be capable to learn the specialized work they perform. Probation Officer 1 Trainee work is performed under the direct supervision of a probation professional. Upon successful completion of the one-year traineeship the incumbent is appointed to the position of Probation Officer 1 or specified parenthetical without further examination. A Probation Officer 1 Trainee is a Peace Officer pursuant to Criminal Procedure Law Section 2.10 and may be authorized to carry a firearm in the performance of his/her duties. The incumbent will perform all related duties as required.

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

- Participates in an in-service training program regarding the investigation, supervision, counseling and coaching duties and responsibilities of a Probation Officer I and develops goals and objectives to ensure the successful completion of the training program;
- Under the direct supervision of a probation professional, gathers, verifies, reviews and analyzes social, medical, mental health, substance abuse, sex offender, legal and other documentation and by interviewing defendants/respondents, victims, law enforcement personnel and other case related individuals to conduct pre-plea/pre-sentence/pre-disposition investigations;
- Under the direct supervision of a probation professional, prepares reports regarding persons awaiting disposition of the courts;
- Under the direct supervision of a probation professional, conducts risk and need assessments and evaluates results for pre-trial, investigation, and supervision purposes;
- Under the direct supervision of a probation professional, promotes risk reduction by providing direction and support to help the probationer change factors that promote and maintain criminal/delinquent behavior;
- Coaches probationers to select new patterns of thinking, feeling and behaving and develop new attitudes and skills which help sustain a constructive and law-abiding relationship with the broader community and reduce the likelihood of becoming re-involved in criminal or delinquent behavior;
- Under the direct supervision of a probation professional, prepares progress reports on probationers and periodically reviews case histories to determine the degree of adjustment;
- Under the direct supervision of a probation professional, prepares a final case report once a case is closed;
- Under the direct supervision of a probation professional, prepares violation reports;
- Under the direct supervision of a probation professional, prepares case/supervision plans and explains conditions of sentence/disposition to probationers;
- Under the direct supervision of a probation professional, monitors probationer's compliance with conditions of probation;
- Under the direct supervision of a probation professional, performs drug/alcohol screenings, and collects DNA samples from probationers;
- May develop and maintain professional relationships with other social and law enforcement agencies and cooperates with them in matters of mutual interest such as assisting probationers with life adjustments;
- May arrange for medical, mental health, substance abuse treatment or other services according to individual probationer's needs or court orders;
- May testify in court or at violation hearings;
- May use a firearm in performing duties and exercising authority pursuant to departmental policy.

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

Working knowledge of interviewing and investigative techniques and practices related to probation work;  
Working knowledge of laws pertaining to probation work and the functions and procedures of family and criminal courts;  
Working knowledge of methods of differential supervision of probationers including the application of cognitive behavioral interventions and motivational techniques;  
Working knowledge of effective assessment, case planning and management;  
Working knowledge of special offender populations such as domestic violence offenders, sex offender, 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 the provisions of the Health Insurance Portability and Accountability Act (HIPAA) regulations and policies relating to confidentiality of case record information;  
Working knowledge of tools used to monitor compliance with condition of probation, such as drug and alcohol screenings, DNA collection and electronic monitoring devices;  
Working knowledge of the powers of a Peace Officer;  
Working knowledge of the geography of the jurisdiction employed in;  
Working knowledge of factors related to crime and delinquency;  
Working knowledge of the rules of evidence, arrest laws and custody procedures;  
Working knowledge of social sciences, including sociology, psychology and demography;  
Working knowledge of community resources;  
Working knowledge of employment, training and treatment options available to probationers;  
Working knowledge of firearm safety; Skill in the use of firearms where authorized;  
Ability to administer accurate and thorough assessments;  
Ability to understand and follow oral and written instructions;  
Ability to analyze and organize data and prepare records and reports;  
Ability to conduct effective case planning;  
Ability to refer a probationer to the right types of services within the probation department and the broader community;  
Ability to promote and monitor change and take appropriate action to sustain growth or help the probationer initiate appropriate behavioral patterns;  
Ability to establish and maintain effective working relationships with others;  
Ability to counsel probationers regarding social, emotional and vocational problems;  
Ability to understand and interpret complex written technical information including statutes, regulations and operational procedures;  
Ability to communicate effectively both orally and in writing;  
Ability to administer drug, alcohol testing and collect DNA samples as needed;  
Ability to understand and empathize with the needs and concerns of others;  
Ability to maintain composure and make rational judgements under stressful conditions;  
Ability to safely and effectively use a firearm if so authorized.

**OPEN COMPETITIVE MINIMUM QUALIFICATIONS:** Bachelor's degree or higher with at least thirty (30) credit hours in the social or behavioral sciences.

**SPECIAL REQUIREMENT:** Where required, possession of a current driver's license or the ability to otherwise meet the transportation requirements of the position.

**NOTE:** *Social Science* includes areas of study concerned with humans living in relation to other humans in a social environment and such as anthropology, criminal justice, economics, geography, history, political science, psychology and sociology.

*Behavioral science* is a subset of social science characterized by observation of the behavior of living organisms and focused on human social behavior such as psychology, sociology, anthropology, counseling, criminal justice, gerontology, human behavior, social work/social welfare and vocational rehabilitation.

**NOTE:** Individuals whose duties and responsibilities include the use of a firearm must also complete training pursuant to Criminal Procedure Law Section 2.30(3).

**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 Executive Law Section 257(1).

## ***RESOLUTION REQUEST FORM NO. 5***

### ***Request to Apply for a Grant Application and Grant Agreement***

**DEPARTMENT NAME: Probation**

**DATE: January 21, 2025**

- (a) Purpose of Grant: **To apply for funding with Operation Underground Railroad, Inc. in order to use said funding to purchase digital forensics software from DATAPILOT, Inc.**
- (b) Name of Grantor: **Operation Underground Railroad, Inc.**
- (c) Address of Contractor: **PO Box 57338, Salt Lake City, Utah 84157**
- (d) Grantor's Contact Person and Telephone Number: **Nicole Peart Jurcak, 970-946-5894**
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach? **Will be provided.**
- (f) Effective Date of Grant: **ASAP**
- (g) Termination Date of Grant: **12/31/25**
- (h) Total Dollar Amount Involved (not to exceed): **\$15,000**
- (i) Deadline to Submit Grant Application and/or Grant Agreement: **ASAP**
- (j) Is a Budget amendment required? **Yes, will submit if approved.** If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? **No** If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (i) Is a Local Share Required? **Possibly** If Yes, Where are the Funds? List Budget Code, Object Code, Full Title\* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount: **A.3140 470 Probation- Contract amount unkown but less than \$3,000**

**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

CRIMINAL JUSTICE, PUBLIC SAFETY & EMERGENCY SERVICES  
COMMITTEE MEETING  
PUBLIC DEFENDER AGENDA  
January 21, 2025

COMMITTEE MEMBERS: Supervisors GERACI, Conover, Maday, Strainer, Gilligan, Driscoll and Patchett - *Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board*

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
  1. Request: Grant Award Notice  
Rationale: To recognize two (2) Grant Award Notices from the New York State Division of Criminal Justice Services to be used on eligible expenses incurred by 03/31/2025 each totaling \$190,300 for a total of \$380,600.
  2. Request: Request to Amend County Budget  
Rationale: To add funding from New York State Division of Criminal Justice Services Grant Award Notice for the Program "Aid to Defense for Discovery Reform" for \$139,737.29 (73.43% of total award amount of \$190,300).
  3. Request: Request to Amend County Budget  
Rationale: To add funding from New York State Division of Criminal Justice Services Grant Award Notice for the Program "Aid to Defense – Supplemental" for \$139,737.29 (73.43% of total award amount of \$190,300).
  4. Request: Request for New Contract  
Rationale: To enter into a New Contract with LegalServer to update/replace current Case Management Platform to increase efficiency in the Public Defender's Office.
- V. Discussion Items:
  - a. Fourth Family Defense (Child Welfare) Quality Improvement and Caseload Reduction Grant
- VI. Referrals/Pending Items:
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

---

Attachments:

1. Resolution Request Form No. 06 – Amend or Extend Existing Grant – NYS DCJS Grant Award Notice
2. Resolution Request Form No. 07 – Amend County Budget – NYS DCJS Aid to Defense for Discovery Reform
3. Resolution Request Form No. 07 – Amend County Budget – NYS DCJS Aid to Defense – Supplemental
4. Resolution Request Form No. 03 – New Contract – LegalServer

# ***RESOLUTION REQUEST FORM NO. 6***

## ***Request to Amend or Extend Existing Grant***

**DEPARTMENT NAME: Warren County Public Defender's Office**

**DATE: 01/21/2025**

- (a) Purpose of Grant Amendment:  
**To help offset the cost of public defense services and expenses in Warren County.**
  
- (b) Resolution No. which Authorized Original Application and Grant:  
**n/a**
- (c) Name of Grantor:  
**New York State Division of Criminal Justice Services**
- (d) Address of Grantor: **80 South Swan Street  
Albany, NY 12210**
  
- (e) Grantor's Contact Person and Telephone Number:  
**Katelyn Mallick @ (518) 457-3776 or Rob Frost @ (518) 485-2979**
- (f) Has or Will the Grant Amendment or Grant Extension be provided, if so, Please Attach? **Grant Award Attached**
  
- (g) Effective Date of Amendment or Extension: **04/01/2023**
  
- (h) Termination Date of Amendment or Extension: **03/31/2025**
  
- (i) Total Dollar Amount Involved (not to exceed): **See attached**
  
- (j) Is a Budget amendment required? **Yes** If yes, please complete and submit Form No. 7.
  
- (k) Are the funds to go into a Capital Project or Capital Reserve Project?  
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
  
- (l) Is a Local Share Required? **No** If Yes, Where are the Funds? List Budget Code, Object Code, Full Title\* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount:

**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



# Division of Criminal Justice Services

**KATHY HOCHUL**  
Governor

**ROSSANA ROSADO**  
Commissioner

**CILLIAN FLAVIN**  
Deputy Commissioner

## Grant Award Notice

Grantee/Contractor: Warren County	Date: June 14, 2024
Program Name: Aid to Defense for Discovery Reform	Award Amount \$190,300 <sup>1</sup>
Signatory Name and Title: Chairman, Board of Supervisors Kevin Geraghty	Term Dates: 4/1/23 to 3/31/25
Email: Kevin.Geraghty@TownOfWarrensburg.net	

**This award can be used for any eligible expenses incurred before 3/31/25.**

The Division of Criminal Justice Services (DCJS) is pleased to provide this award letter to your county for the State's aid to defense for discovery reform program from State Fiscal Year (SFY) 2023-2024 to support public defense services and expenses related to discovery reform implementation, including but not limited to digital evidence transmission technology, administrative support, computers, hardware and operating software, data connectivity, development of training materials, staff training, additional personnel or increased compensation to reflect additional responsibilities related to discovery, overtime costs, and litigation readiness.

Please note that you will not receive a DCJS grant contract for this funding; rather, money will be automatically disbursed to your county in one payment to streamline processing and facilitate timely distribution of funds. The county shall subsequently and promptly make this funding available to public defense service provider(s) that provide representation in criminal cases within 90 days of receipt. Funds shall be proportionally distributed by the county among public defense service provider(s) based upon the share of criminal cases assigned to them, or another reasonable and justifiable methodology that is based upon the needs and capabilities of the provider(s).

Consistent with the appropriation, this funding must be used to help offset the cost of public defense services related to discovery reform that your county incurred on or after the start of SFY 2023-24 (April 1, 2023). The above reference to the SFY 2023-2024 date of April 1, 2023 is included for State budgeting purposes only and is not intended to interfere with local budgetary planning, which typically operates on a different fiscal calendar.

<sup>[1]</sup> The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.



# Division of Criminal Justice Services

**KATHY HOCHUL**  
Governor

**ROSSANA ROSADO**  
Commissioner

**CILLIAN FLAVIN**  
Deputy Commissioner

## Grant Award Notice

Grantee/Contractor: Warren County	Date: June 14, 2024
Program Name: Aid to Defense - Supplemental	Award Amount: \$190,300 <sup>1</sup>
Signatory Name and Title: Chairman, Board of Supervisors Kevin Geraghty	Term Dates: 4/1/23 to 3/31/25
Email: Kevin.Geraghty@TownOfWarrensburg.net	

**This award can be used for any eligible expenses incurred before 3/31/25.**

The Division of Criminal Justice Services (DCJS) is pleased to provide this award letter to your county for the State's supplemental aid to defense from State Fiscal Year (SFY) 2023-2024 to support public defense services and expenses incurred by government and not-for-profit entities.

Please note that you will not receive a DCJS grant contract for this funding; rather, money will be automatically disbursed to your county in one payment to streamline processing and facilitate timely distribution of funds. The county shall subsequently and promptly make this funding available to public defense service provider(s) that provide representation in criminal cases within 90 days of receipt. Funds shall be proportionally distributed by the county among public defense service provider(s) based upon the share of criminal cases assigned to them, or another reasonable and justifiable methodology that is based upon the needs and capabilities of the provider(s).

Consistent with the appropriation, this funding must be used to help offset the cost of public defense services and expenses that your county incurred on or after the start of SFY 2023-24 (April 1, 2023). The above reference to the SFY 2023-2024 date of April 1, 2023 is included for State budgeting purposes only and is not intended to interfere with local budgetary planning, which typically operates on a different fiscal calendar.

<sup>[1]</sup> The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

## New York State Division of Criminal Justice Services

### Grant Award Notice

Program Name:

Aid to Defense for Discovery Reform

Award Amount:

\$190,300

Public Defender (73.43%) = \$139,737.29

Assigned Counsel Program (26.57%) = \$50,562.71

### Grant Award Notice

Program Name:

Aid to Defense - Supplemental

Award Amount:

\$190,300

Public Defender (73.43%) = \$139,737.29

Assigned Counsel Program (26.57%) = \$50,562.71

# **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: Warren County Public Defender's Office**

**DATE: 01/21/2025**

(a) Purpose of Amendment:

**To add funding from:**

**Division of Criminal Justice Services**

**Grant Award Notice - Aid to Defense for Discovery Reform  
to Public Defender Budget**

**(Total award = \$190,300/ Public Defender (73.43%) = \$139,737.29)**

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

**A.1171.4213 220 - PD DCJS Discovery Reform - Ofc Equip.= \$49,107.76**

**A.1171.4213 260 - PD DCJS Discovery Reform - Other Equip. = \$27,215.53**

**A.1171.4213 426 - PD DCJS Discovery Reform - Subscriptions = \$ 7,200.00**

**A.1171.4213 444 - PD DCJS Discovery Reform - Education = \$ 7,314.00**

**A.1171.4213 470 - PD DCJS Discovery Reform - Contract = \$48,900.00**

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

**A.1171.4213 3047 - PD DCJS Discovery Reform = \$139,737.29**

# **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: Warren County Public Defender's Office**

**DATE: 01/21/2025**

(a) Purpose of Amendment:

**To add funding from:**

**Division of Criminal Justice Services**

**Grant Award Notice - Aid to Defense - Supplemental  
to Public Defender Budget**

**(Total award = \$190,300/ Public Defender (73.43%) = \$139,737.29)**

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

**A.1171.4212 110 - PD DCJS - Supplemental - Salaries - FT = \$108,000.00**

**A.1171.4212 130 - PD DCJS - Supplemental - Salaries - PT = \$ 4,000.00**

**A.1171.4212 830 - PD DCJS - Supplemental - Social Security = \$ 6,944.00**

**A.1171.4212 831 - PD DCJS - Supplemental - Medicare = \$ 1,624.00**

**A.1171.4212 437 - PD DCJS - Supplemental - Consulting Fees = \$ 19,169.29**

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

**A.1171.4212 3045 - PD DCJS - Supplemental = \$139,737.29**

# **RESOLUTION REQUEST FORM NO. 3**

## **Request for New Contract**

**DEPARTMENT NAME:** Warren County Public Defender's Office

**DATE:** 01/21/2025

- (a) Is this a Result of a Bid or Request for Proposal?
- (b) Purpose of Contract:  
**To upgrade/replace current Case Management Platform to increase efficiency in opening/closing documents, eDiscovery review, E-File management, and ILS reporting**
- (c) Name of Contractor:  
**LegalServer**
- (d) Address of Contractor: **PO Box 221154  
Chicago, IL 60622**
- (e) Contractor's Contact Person and Telephone Number:  
**Aaron Krause @ (773) 782-1021**
- (f) Has or will the Contract be provided, if so, please attach:  
**attached**
- (g) Commencement Date of Contract:  
**03/03/2025**
- (h) Termination Date of Contract:  
**12/31/2026**
- (i) Payment Provisions: i) lump sum amount **\$48,900**  
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 execution of Agreement**
- (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.1171.4213 470**

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

\*as listed in budget and LOGOS

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE  
SHERIFF AGENDA  
JANUARY 21, 2025

COMMITTEE MEMBERS: Supervisors Geraci, Strainer, Maday, Conover, Gilligan, Driscoll, Patchett, and Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
  1. Request: Amend the County's agreement with New York State Department of Corrections and Community Supervision to account for annual increases in Correctional Facility food expenses. Rationale: Correctional Facility food expenses have increased annually. The existing agreement is for a five year term that expires on May 31, 2026. The \$126,114 not to exceed amount of the agreement has been exceeded and the amendment is necessary to allow for payments for the remainder of the term. Additional funding is not requested.
  2. Request: Create a new part-time Building Maintenance Mechanic position. Rationale: A full-time Building Maintenance Mechanic is out of work for an extended period following an injury. The part-time position is necessary to provide for snow removal, building maintenance, and other Sheriff's Office facility services.
- IV. Discussion Items:
  1. Sheriff's Office vehicle fleet
- V. Referrals/Pending Items:
- VI. Privilege of the floor and public comment (please allow for 15 second delay on live stream meetings)
- VII. Motion to adjourn

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Attachments: 

1. Resolution Request Form No. 4 - Request to Amend Existing Contract (NYS DOCCS)
2. Resolution Request Form No. 11 - Request to Create New Position (Mechanic P/T)

**RESOLUTION REQUEST FORM NO. 4**

***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME:** Sheriff

**DATE:** January 21, 2025

- (a) **Purpose of Contract Change:** An amendment to the New York State Department of Corrections & Community Supervision agreement is necessary to account for annual increases in Correctional Facility food expenses
- (b) **Resolution Number, or Numbers if Amended, which Authorized the Original Contract:** No. 136 of 2021
- (c) **Name of Contractor:** NYS Department of Corrections & Community Supervision
- (d) **Address of Contractor:** Evans Dr., Building #50, P.O. Box 4110, Rome NY 13442
- (e) **Contractor's Contact Person and Telephone Number:** Christine Olney  
Nutritional Svcs. Director  
(315) 339-6880
- (f) **Commencement Date of Extension:** 06/01/2021
- (g) **Termination Date of Extension:** 05/31/2026
- (h) **Payment Provisions:** i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$196,114 (5 Year Term)  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Monthly  
  
\* Agreement Increase - \$70,000 (\$14,000 per year)
- (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.3150 445 General Sheriff's Correction Division - Foods

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

\* as listed in budget and LOGOS

STATE OF NEW YORK MULTI-YEAR AGREEMENT

<p><u>STATE AGENCY:</u> New York State Department of Corrections and Community Supervision Office of Nutritional Services PO Box 4110 Bldg 50, Evans Dr. Rome, NY 13442-4110</p>	<p><u>BUSINESS CODE:</u> DOC01  <u>NYS COMPTROLLER'S NUMBER (Contract Number):</u> X161572  <u>DEPARTMENT CODE:</u> 3250226</p>
<p><u>CONTRACTOR:</u> County of Warren 1340 State Route 9 Lake George, NY 12845</p>	<p><u>TYPE OF PROGRAM:</u> Sale of Food – Revenue Contract</p>
<p><u>CHARITIES REGISTRATION NUMBER (Not-for-Profit Organizations):</u> N/A  <u>MUNICIPALITY NUMBER (If Applicable):</u></p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM: 6/1/21 TO: 5/31/26  <u>RENEWALS:</u> N/A</p>
<p><u>NYS VENDOR ID NUMBER:</u> 1000002438</p>	<p><u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$126,114</p>

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

- X   APPENDIX A Standard Clauses for New York State Contracts
- X   OTHER Food Cost Sheet - Updated Quarterly

## COST COMPUTATION

CONTRACTOR:	Warren County
CONTRACT NUMBER:	X161572
TOTAL CONTRACT AMOUNT:	\$126,114
Estimated Population Served	102
Fiscal Year 19/20 Estimated Total Revenue Sales Under Contract X161382	\$23,759
Number of Contract Years	5
Estimated Revenue Sales	
Year 1	\$24,234
Year 2	\$24,719
Year 3	\$25,213
Year 4	\$25,717
Year 5	\$26,231
ESTIMATED 5-YEAR TOTAL:	\$126,114

CURRENT FOOD COST SHEET ATTACHED (UPDATED QUARTERLY)

**CONTRACT FOR SALE OF FOOD PRODUCTS BETWEEN NYS-DOCCS-NS  
AND WARREN COUNTY**

Warren County in Lake George, New York (hereinafter referred to as County), wishes to enter into an agreement to procure food products from the New York State Department of Corrections and Community Supervision Office of Nutritional Services located in Rome, New York (hereinafter referred to as DOCCS-NS).

WITNESSETH:

WHEREAS, DOCCS operates DOCCS-NS on the grounds of Mohawk Correctional Facility, and;

WHEREAS, food products produced by DOCCS-NS are delivered to all the facilities operated by DOCCS for the purpose of feeding the inmate population, and;

WHEREAS, County is desirous of purchasing food products from the DOCCS-NS;

WHEREAS, DOCCS-NS is capable of producing additional food products for use by the County without detriment to its ability to service all DOCCS locations.


NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

At the request of County consistent with the mission of DOCCS-NS:

1. DOCCS-NS will provide food products as requested by County. These food products will be standard production items processed consistent with DOCCS menu items. DOCCS-NS will work closely to coordinate ordering and delivery schedules.
2. DOCCS-NS transportation staff can deliver food products to County on a weekly basis. Deliveries will be made by refrigerated trucks at a day and time convenient to DOCCS-NS. Deliveries will be scheduled in conjunction with DOCCS facility deliveries in close proximity of the County.
3. Food products will be packed in plastic baskets, stacked on pallets or dollies. All empty baskets or dollies are to be returned to DOCCS-NS via DOCCS-NS truck. County agrees to reimburse at replacement cost any lost or damaged baskets or dollies. The current price of a basket is \$28.31 each and a dolly is \$124.00 each. Prices are subject to change.
4. At time of delivery, DOCCS-NS will provide an itemized listing of products delivered. County personnel should verify that correct products and count are received and notate any discrepancies on delivery ticket. Ticket shall be signed by County personnel and DOCCS-NS driver. The DOCCS-NS driver will retain one copy as proof of delivery.
5. The month following product delivery, DOCCS-NS will provide an invoice to County for payment of products received. Payment for products received should be made on a monthly basis by check or Electronic Fund Transfer, payable to NYSDOCCS Office of Nutritional Services.
6. A product/price list will be provided by DOCCS-NS quarterly, which will increase/decrease directly consistent with cost to DOCCS-NS.

7. It is understood between the parties hereto that this contract shall not become effective until Approved by the Attorney General and the Comptroller of New York State and will remain in effect for five (5) years.
8. Appendix A, Standard Clauses For New York State Contracts, January 2014, is attached hereto as Exhibit A and is hereby made a part of this contract as if set forth fully herein.
9. If either party to this contract wishes to terminate the agreement, the requesting party may do so by giving the other party notice in writing no less than ninety (90) calendar days prior to the desired termination date. Such notice shall be directed to the representative of the party that signed the agreement.

FOR THE NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION:

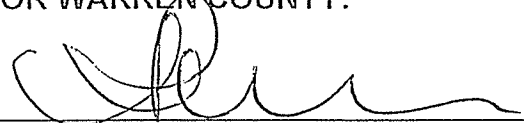
  
Christine Olney, Director, Nutritional Services

3-2-21  
Date

\_\_\_\_\_  
Melissa McLaughlin, Director, Budget & Finance

\_\_\_\_\_  
Date

FOR WARREN COUNTY:

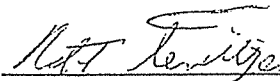


4/20/21  
Date

Chair of the Board  
Title

Acknowledgement:

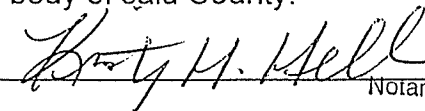
Approved as to Form:

  
Warren County Attorney

STATE OF NEW YORK )  
COUNTY OF WARREN )

On the 22 day of April, 2021, before me personally appeared Rachel E. Seeber,  
to me known, who being by me duly sworn, did depose and say that he/she resides at

Queensbury, NY, that he/she is the Chair of the  
County of Warren, described herein which executed the foregoing instrument  
and certification; and that he/she signed his/her name thereto by order of the Legislature/ruling  
municipal body of said County.

(Notary)  KRISTY M. MILLER  
Notary Public, State of New York  
No. 01M16070662  
Qualified in Saratoga County  
Commission Expires March 4, 2022

NYS Attorney General Office

Office of the State Comptroller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is

available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed

for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict

exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and

provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

a contract and appears on the Prohibited Entities list after contract award.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded

NYS DOCCS NUTRITIONAL SERVICES COST SHEET 10/1/20-12/31/20

ITEM	DESCRIPTION	PACK SIZE	SELL PRICE	COST PER PORTION
<b>SALADS PORTION CONTROL</b>				
1952	COLE SLAW 6oz cup	126/BASKET	\$ 37.91	\$ 0.30
1948	MACARONI 6oz cup Kosher (OU)	126/BASKET	\$ 25.38	\$ 0.20
1970	POTATO 6oz cup Kosher (OU)	126/BASKET	\$ 42.91	\$ 0.34
1998	TUNA 4oz cup	168/BASKET	\$ 83.30	\$ 0.50
<b>SALADS, BULK 7-QT BAG</b>				
1966	COLE SLAW 37- 6oz portions	7-QT BAG	\$ 12.16	\$ 0.33
1919	MACARONI 37- 6oz portions	7-QT BAG	\$ 6.53	\$ 0.18
1900	POTATO 37- 6oz portions	7-QT BAG	\$ 10.78	\$ 0.29
1930	TUNA 56 - 4oz portions	7-QT BAG	\$ 24.82	\$ 0.44
<b>KOSHER JUICE &amp; COLD CUTS, WATER (OU) PORTION CONTROL</b>				
1962	JUICE APPLE 4oz cup	140/BASKET	\$ 12.70	\$ 0.09
1922	JUICE GRAPE 4oz cup	140/BASKET	\$ 22.28	\$ 0.16
1145	WATER 4oz cup	140/BASKET	\$ 7.60	\$ 0.05
1885	KOSHER CC CHEESE 4oz indiv pkg (frozen)	30/4OZ SLICES	\$ 47.53	\$ 1.58
<b>COLD CUTS</b>				
6215	COLD CUT TURKEY BOLOGNA Low Salt	100/1OZ SLICES	\$ 9.10	\$ 0.18
1509*	COLD CUT TURKEY HAM	100/1OZ SLICES	\$ 17.32	\$ 0.35
4981	COLD CUT TURKEY SALAMI	100/1OZ SLICES	\$ 9.84	\$ 0.20
1526**	COLD CUT TURKEY BREAST	64/2OZ SLICES	\$ 20.53	\$ 0.64
1493***	TURKEY HAM STEAKS	32/4OZ STEAKS	\$ 22.09	\$ 0.69
	*portion cost based on two 1-oz slices			
	**portion cost based on two 2-oz slices			
	***portion cost based on one 4-oz slice			
<b>SOUPS</b>				
1084	CHICKEN VEGETABLE SOUP	2-GALLON BAG	\$ 6.68	\$ 0.21
1116	MINESTRONE SOUP	2-GALLON BAG	\$ 5.62	\$ 0.18
1521	TOMATO SOUP	2-GALLON BAG	\$ 5.02	\$ 0.16
1602	VEGETABLE SOUP	2-GALLON BAG	\$ 5.80	\$ 0.18
1162	NAVY BEAN SOUP	2-GALLON BAG	\$ 4.21	\$ 0.13
1606	TURKEY VEGETABLE SOUP	2-GALLON BAG	\$ 6.21	\$ 0.19
<b>ENTREES</b>				
1600	BBQ BEEF CUBES	2-GALLON BAG	\$ 22.30	\$ 0.35
1474	BBQ CHICKEN CUBES	2-GALLON BAG	\$ 15.56	\$ 0.24
1069	BEEF & GRAVY	2-GALLON BAG	\$ 19.33	\$ 0.60
1498	BEEF CACCIATORE	2-GALLON BAG	\$ 20.10	\$ 0.63

ITEM	DESCRIPTION	PACK SIZE	SELL PRICE	COST PER PORTION
	ENTREES CONTINUED			
1430	BEEF CHOW MEIN	2-GALLON BAG	\$ 19.72	\$ 0.62
1246	BEEF PEPPER STEAK	2-GALLON BAG	\$ 18.80	\$ 0.59
1061	BEEF STEW	2-GALLON BAG	\$ 19.70	\$ 0.62
1315	CHICKEN & GRAVY	2-GALLON BAG	\$ 8.91	\$ 0.28
1096	CHILI CON CARNE	2-GALLON BAG	\$ 14.12	\$ 0.44
1236	CURRIED CHICKEN	2-GALLON BAG	\$ 12.56	\$ 0.39
1334	DICED BEEF (frozen)	RAW 10#BAG	\$ 36.70	\$ 0.92
1506	DICED TURKEY (frozen)	RAW 10#BAG	\$ 29.60	\$ 0.74
1573	GOULASH SAUCE	2-GALLON BAG	\$ 12.52	\$ 0.39
1664	MACARONI & CHEESE	2-GALLON BAG	\$ 6.16	\$ 0.19
1631	MEATBALL STEW	2-GALLON BAG	\$ 13.78	\$ 0.43
5993	MEATLESS BBQ SAUCE	1-GALLON BAG	\$ 4.72	\$ 0.15
5028	MEATLESS CHILI	1-GALLON BAG	\$ 4.77	\$ 0.30
1238	MEATLESS PEPPER STEAK	1-GALLON BAG	\$ 4.78	\$ 0.30
1358	MEATLESS SLOPPY JOE	1-GALLON BAG	\$ 4.65	\$ 0.15
1709	MEATLESS SPAGHETTI SAUCE	1-GALLON BAG	\$ 3.58	\$ 0.11
1156	MEATLESS SPANISH SAUCE	2-GALLON BAG	\$ 11.25	\$ 0.35
6287	MEATLESS SWEET & SOUR	1-GALLON BAG	\$ 5.07	\$ 0.16
1091	RICE DIABLO	2-GALLON BAG	\$ 10.89	\$ 0.34
1657	SLOPPY JOE	2-GALLON BAG	\$ 22.14	\$ 0.35
1216	SPAGHETTI SAUCE W/MEAT	2-GALLON BAG	\$ 12.66	\$ 0.40
1514	SPANISH RICE SAUCE	2-GALLON BAG	\$ 13.62	\$ 0.43
1301	SPICY CHICKEN FIESTA	2-GALLON BAG	\$ 15.05	\$ 0.47
1626	SWEET & SOUR CHICKEN	2-GALLON BAG	\$ 14.53	\$ 0.45
1072	SWEET & SOUR PORK	2-GALLON BAG	\$ 13.85	\$ 0.43
1458	BLACK BEAN SAUCE	2-GALLON BAG	\$ 6.53	\$ 0.20
1485	TOMATO SAUCE	2-GALLON BAG	\$ 6.93	\$ 0.22
1353	TUSCAN BEAN SAUCE	2-GALLON BAG	\$ 7.25	\$ 0.23
1130	TURKEY ALA KING	2-GALLON BAG	\$ 15.20	\$ 0.47
1444	TURKEY CHOW MEIN	2-GALLON BAG	\$ 16.93	\$ 0.53
1476	TURKEY STEW	2-GALLON BAG	\$ 16.69	\$ 0.52
1538	TURKEY TETRAZZINI	2-GALLON BAG	\$ 16.13	\$ 0.50
1409	VEGETABLE PRIMAVERA SAUCE	2-GALLON BAG	\$ 10.32	\$ 0.32
1692	YAKISOBA	2-GALLON BAG	\$ 18.50	\$ 0.38
	SIDE DISHES, SAUCES, & GRAVIES			
1224	BARBEQUE SAUCE	2-GALLON BAG	\$ 11.05	\$ 0.35
1385	BAKED BEANS	2-GALLON BAG	\$ 7.10	\$ 0.22

ITEM	DESCRIPTION	PACK SIZE	SELL		COST PER	
			PRICE		PORTION	
	<b>SIDE DISHES CONTINUED</b>					
1550	CABBAGE SEASONED	2-GALLON BAG	\$	11.47	\$	0.22
1695	CHEESE POTATO	2-GALLON BAG	\$	10.36	\$	0.20
1325	CREOLE BEAN	2-GALLON BAG	\$	7.84	\$	0.15
1163	SALSA SAUCE	2-GALLON BAG	\$	7.27	\$	0.06
1681	STEWED TOMATOES	2-GALLON BAG	\$	6.16	\$	0.12
1495	ZUCCHINI & TOMATOES	2-GALLON BAG	\$	9.19	\$	0.18
	<b>DESSERTS</b>					
1370	APPLE FILLING	2-GALLON BAG	\$	11.04	\$	0.17
1233	FRUIT SAUCE (EASTER HOLIDAY ONLY)	2-GALLON BAG	\$	8.29	\$	0.13
	<b>KOSHER MEAL TRAYS</b>					
1874	BLACK BEAN/RICE & CORN	CS/15 TRAYS	\$	20.02	\$	1.33
1817	CHILI WITH MEAT	CS/15 TRAYS	\$	25.45	\$	1.70
1818	CREOLE BEAN/RICE & CARROTS	CS/15 TRAYS	\$	18.15	\$	1.21
1833	SLOPPY JOE WITH MEAT	CS/15 TRAYS	\$	31.29	\$	2.09
1853	SOUTHERN BBQ/POTATO & GREEN BEAN	CS/15 TRAYS	\$	27.39	\$	1.83
1828	SPAGHETTI WITH MEAT	CS/15 TRAYS	\$	24.96	\$	1.66
1823	SWEET & SOUR/RICE & PEAS/CARROTS	CS/15 TRAYS	\$	20.81	\$	1.39
1803	TUSCAN BEAN / PASTA & PEAS	CS/15 TRAYS	\$	22.48	\$	1.50

# Warren County Board of Supervisors

## RESOLUTION NO. 136 OF 2021

RESOLUTION INTRODUCED BY SUPERVISORS DIAMOND, MAGOWAN, BRAYMER, FRASIER AND SHEPLER

### AUTHORIZING AGREEMENT WITH NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION TO PROCURE FOOD PRODUCTS FOR THE WARREN COUNTY CORRECTIONAL FACILITY

RESOLVED, that Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with the New York State Department of Corrections and Community Supervision, Evans Drive, Building #50, P.O. Box 4110, Rome, New York 13442, to procure food products for the Warren County Correctional Facility, for an amount not to exceed One Hundred Twenty-Six Thousand One Hundred Fourteen Dollars (\$126,114), for a term commencing June 1, 2021 and terminating May 31, 2026, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.3150 445 Sheriff's Correction Division, Foods.

***RESOLUTION REQUEST FORM NO. 11***

***Request to Create New Position***

**DEPARTMENT NAME:** Sheriff

**DATE:** January 21, 2025

- (a) **Title of Requested Position:** Building Maintenance Mechanic P/T
- (b) **Annual Base Salary (and Grade of Applicable):** \$28.86/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.3110 130 General Sheriff's Law Enforcement - 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

## **BUILDING MAINTENANCE MECHANIC**

**DISTINGUISHING FEATURES OF THE CLASS:** This work involves the repair and maintenance of buildings, grounds and equipment. The work performed is of a general mechanical nature and may include masonry, carpentry, painting, plumbing, heating or electrical maintenance and repair. The work may also involve the operation and routine maintenance of motor vehicles or other machinery and equipment. Although employees of this class, because of individual training or experience, generally devote a greater part of their time to a particular specialized field, they are required to work in various mechanical fields as the occasion demands. Employees work under general supervision allowing for the exercise of independent judgment in carrying out the details of the work. Direct supervision may be exercised over the work of laborers or other subordinate employees. Does related work as required.

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

Installs and repairs electrical wiring and equipment;

May clean, maintain and make repairs to boilers, pumps, heaters, piping, valves, traps, compressor motors and generators;

Builds and/or installs cabinets, shelves, doors, paneling, flooring, windows and locks;

Installs and repairs plumbing fixtures such as sinks, toilets and showers;

Operates and/or performs minor repairs to motor vehicles, and other motorized equipment;

Repairs windows, doors, floors, walls, furniture, roofs, projectors, screens and sprinklers;

Performs masonry duties such as mixing plaster and concrete, laying brick or blocks, preparing forms and pouring concretes;

Prepares surfaces and paints exteriors and interiors of buildings and structures;

Performs general grounds maintenance activities;

May supervise the work of laborers or other subordinates.

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

Thorough knowledge of the practices, processes, materials and tools of the principal trade in which the experience has been gained;

Good knowledge of modern buildings and grounds maintenance and repair practices;

Good knowledge of the operation and maintenance of heating and ventilating equipment;

Ability to plan and supervise the work of others;

Ability to understand and carry out oral and written directions;

Mechanical aptitude, manual dexterity;

Physical condition commensurate with the demands of the position.

### **MINIMUM QUALIFICATIONS:**

A) Four (4) years of experience in general building maintenance, heavy construction or building trades work;  
or

B) One (1) year of experience as a journeyman in one of the recognized skilled trades; or

C) An equivalent combination of training and experience as defined by the limits of (A) and (B) above.