

PERSONNEL & HIGHER EDUCATION COMMITTEE

AGENDA

JANUARY 30, 2026

Committee Members: *Runyon, Crocitto, Driscoll, Etu, Maday, Turner, Conover- Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C(4) of the Rules of the Board*

- I. Committee meeting called to order by Chair.
- II. Motion to approve minutes of prior Committee meetings.
- III. Privilege of the Floor/Public Comment
- IV. Action Agenda
 - 1) **SUNY Adirondack representatives to provide and update on the College.**
 - 2) **Requests/Items to be Discussed by the Human Resources Director (Jackie Figueroa, Director):**
Review of report on tracking of vacancies filled.
 - 3) **Referrals from the Criminal Justice, Public Safety & Emergency Services Committee (Chaired by Supervisor Maday): Sheriff (James LaFarr, Sheriff) -**
 - A) Request to amend the Table of Organization and Salary Schedule to create the new position of Patrol Sergeant #13, Annual Salary \$67,794, effective February 23, 2026.
 - B) Request to amend the Table of Organization and Salary Schedule to create the new position of Patrol Sergeant #11-C, Annual Salary \$67,794, effective February 23, 2026.
 - C) Request to amend the Table of Organization and Salary Schedule to create the new position of Security Guard (Part-Time), \$25.17/hr, effective February 23, 2026.
 - 4) **Referral from the Support Services Committee (Chaired by Supervisor Gilligan): County Treasurer (Christine Norton, Treasurer) -**
Request to amend the Table of Organization and Salary Schedule to create the new position of Principle Account Clerk #3, Grade 10, Base Annual Salary \$52,138, and delete the position of Accounting Technician #3, Grade 19, Base Annual Salary \$64,153, effective February 23, 2026.
 - 5) **Referral from the Risk and Safety Committee:**
Request to approve the updated Computer Usage Policy (*previously adopted by Resolution No. 144 of 2023*) as recommended by the Warren County Risk and Safety Committee, to address best practices in the industry and to adopt policy provisions recommended by the County's insurance broker and insurance carrier.
 - 6) **Requests/Items to be Discussed by the County Attorney (Larry Elmen, County Attorney):**
 - A) Request to introduce Proposed Local Law No. 4 of 2026, entitled "A Local Law Amending and Updating Local Law No. 2 of 2022, 'A Local Law Amending and Updating Local Law No. 6 of 2021, A Local Law Amending and Updating Local Law No. 5 of 2021, A Local Law Amending and Updating Local Law No. 6 of 2014, Warren County Ethics and Disclosure Law'".**Discussion Items:**
 - B) Insurance Reserve Payment Report as of December 31, 2025: Report enclosed.
 - C) Request for a motion to enter an executive session, per Public Officers Law § 105(1)(d), to engage in discussions of proposed, pending and current litigation and to provide attorney-client communications per Public Officers Law § 108(3), concerning one or more of the matters listed below which shall be identified at the time of the meeting:
 1. **Lawsuits Without Insurance Coverage:**
 - a) Joshua Rouse v. Berkshire Farms Center for Youth, et al, Warren County Index No. EF2021-69346, filed August 10, 2021. Discovery ongoing. Plaintiff's deposition completed August 26, 2025. County employee depositions and co-defendant depositions being scheduled through Winter 2026.
 - b) Kathleen Innes v. Warren County and Correctional Medical Care, NDNY 1:22-cv-00641-BKS-TWD, filed June 15, 2022. Discovery completed. Summary judgment motions fully submitted on May 15, 2025. Awaiting Court Decision and Order.
 - c) Estate of Ann Alice Hennessey v. County of Warren & Christine Norton, as County Treasurer, NDNY 1:24-cv-314-AMN-CFH, filed March 6, 2024.
 - Alleging violations of federal constitutional rights under 5th Amendment, 8th Amendment, and 14th Amendment, as well as section 1983 claims for deprivation of civil rights, and State law claim for unjust enrichment.
 - March 22, 2024: Insurance Coverage Denied through Travelers-claims made.

- New York Tax Foreclosure Surplus Litigation: Multi-District Litigation (MDL) No. 3117: Plaintiffs motion to join all 37 counties subject to individual lawsuits. Responses filed 5/7/2024. Decision pending.
 - May 31, 2024: Motion to Dismiss against remaining plaintiff, Estate of Ann Alice Hennessey, filed with Federal District Court.
 - July 19, 2024: Plaintiff filed opposition papers to County's Motion to Dismiss.
 - July 25, 2024: County filed reply brief in response to plaintiff's opposition papers.
 - October 8, 2024: Court conference in Federal District Court regarding pending motions to dismiss. All separately filed lawsuits consolidated into a single matter following court conference.
 - No new activity.
- d) Village of Hudson Falls v. Town of Queensbury, Town of Kingsbury, County of Washington & County of Warren, Index No. 2024-37927, filed December 10, 2024. Action to Quiet Title on Village/Town Boundary Line along Warren Street and Quarry Crossing between Dix Avenue and River Street. Hearing on Motion for Preliminary Injunction held March 20, 2025. October 20, 2025-Plaintiff's motion for temporary restraining order denied by Court.

2. Lawsuits Covered by Insurance:

- a) Patricia Zahaba v. County of Warren and Town of Queensbury, Warren County Index No. EF2022-70243, filed June 13, 2022. Date of Loss alleged: June 11, 2021. Notice of Claim served September 8, 2021. Depositions and discovery ongoing.
- b) John Werner v. Bernice Conlon & Warren County, Warren County Index No. EF2022-70247, filed June 15, 2022. Date of Loss alleged: August 15, 2021. Notice of Claim served November 8, 2021. Further depositions of County witnesses scheduled for July. Third Party Depositions and discovery ongoing.
- c) Timothy McIntyre & Brenna Michalak v. County of Warren, Warren County Index No. EF2023-72092, filed December 11, 2023. Date of Loss alleged: September 18, 2022. Notice of Claim, served December 19, 2022.
- d) Nicholas Oudekerk (Pro Se) v. Sergeant Brandon Thomas & Corrections Officer Nicholas Crum, NDNY 9:24-cv-00109-AMN-TWD, filed March 13, 2024.
- September 13, 2024: Motion to Dismiss filed.
 - October 10, 2024/October 24, 2024/December 4, 2024: Court provides Pro Se Plaintiff additional time and opportunity to file opposition papers to Motion to Dismiss.
 - December 19, 2024: Pro Se Plaintiff files opposition papers.
 - February 11, 2025: Awaiting Decision & Order.
 - June 9, 2025: Motion to Dismiss denied. Discovery to follow.
 - December 2, 2025: Deposition of Plaintiff scheduled at jail.
- e) James Condon v. Warren County Deputy Sheriffs Ortiz & Duggan, NDNY 1:24-cv-1172, filed September 25, 2024. Discovery started. Court Ordered Mediation Sessions: July 30, 2025. Depositions of named County employees completed. Plaintiff's deposition completed. Depositions for two sheriff deputies completed. Third-party depositions completed.
- f) Corey M. Russell (Pro Se) v. Bailey, NDNY 9:24-cv-1109, filed November 4, 2024. Date of Loss: June 4, 2024. Order dismissing various claims filed October 23, 2024. County Motion to Dismiss filed April 30, 2025. On November 21, 2025, U.S. Magistrate Judge filed recommendations and report recommending dismissal of plaintiff's lawsuit with objections by plaintiff due December 5, 2025. Lawsuit dismissed by Court on January 26, 2026.
- g) Daniel S. Murray v. County of Warren, NDNY 9:25-cv-00622, filed May 16, 2025. Date of Loss: March 2025. Lawsuit alleged medical indifference, per Eighth Amendment to US Constitution for failure to timely replace lost hearing aids, and violations of the Americans with Disabilities Act and Rehabilitation Act. Initial appearances pending. Claim was tendered to Primecare by contractual agreement for defense and indemnification. Plaintiff filed amended complaint naming WCSO employees as defendants. On November 21, 2025, a motion to dismiss the complaint was filed for the County.
- h) Kristi Truesdell v. Gregory Canale, et al, NDNY 1:24-cv-01309, filed October 25, 2024 and Second Circuit Court of Appeals Case No. 25-2031. The lawsuit was filed by this pro se plaintiff claiming an inability to pay the filing fees required and alleging that members of the Public Defender's Office violated her legal rights under 42 U.S.C. 1983 discriminating against her by failing to appoint counsel for her in a Family Court matter involving her parents. The District Court completed a sua sponte review of the complaint and dismissed all claims against the named County employees working for the Public Defender's Office. When Plaintiff filed a notice of appeal, the County was notified of the appeal, the matter was submitted to the County's insurance carrier, and legal counsel was assigned by Travelers. Plaintiff must perfect her appeal by filing the documents required by the Federal Court of Appeals. On January 22, 2026, appeal dismissed by Second Circuit Court of Appeals.
- i) Nicholas Oudekerk v. CO Green, NDNY 9:25-cv-01115, filed September 4, 2025, served October 10, 2025. The

lawsuit alleges a violation of an incarcerated person's civil rights under 42 USC § 1983 during a Glens Falls City Court proceeding after the presiding judge adjourned the matter and while being escorted, in restraints, to the holding room in the courtroom. Plaintiff alleges that his arm was pulled by the transporting corrections officer and that it hurt. The Federal District Court dismissed all other claims against Warren County, prior to the lawsuit being served upon the County. Discovery started.

- j) Peter Wilhelm v. Kubricky Construction v Town of Queensbury and County of Warren, Supreme Court-Saratoga County, Index No. EF2024-3821, served November 11, 2025. The lawsuit is a third-party complaint filed by Kubricky Construction Corp. against the County of Warren and Town of Queensbury seeking indemnification and contribution for injuries allegedly received by the plaintiff, Peter Wilhelm, on January 3, 2024 at or near 238 Bay Road, Town of Queensbury. The lawsuit was submitted for insurance coverage and legal counsel was assigned by the carrier.

3. Notice of Claims & Administrative Complaints:

- a) Administrative Complaint: Department of Human Rights for Richie Russo against County of Warren and Warren County DSS, dated May 2, 2024. Date of Loss alleged: November 27, 2023 through March 7, 2024. 2/3/2025: Final Investigation Report and Basis of Determination issued by NYS Division of Human Rights finding probable cause to support allegations of the complaint. Matter to proceed to administrative law judge for hearing.
- b) Notice of Claim served July 21, 2025. Estate of Dylan Calabrese claims the wrongful death of decedent was caused by the negligence of the County of Warren and Town of Queensbury on April 24, 2025 when decedent was operating a motorcycle on Quaker Road traveling eastbound. Decedent approached the intersection of Lafayette Street in the Town of Queensbury and proceeded into the intersection. The notice of claim alleges that decedent's motorcycle was struck by the vehicle operated by Roger Burdo who was traveling westbound on Quaker Road and executing a left hand turn onto Lafayette Street. Completed 50-h examination of Estate Administrator on November 14, 2025
- c) Notice of Claim, served July 21, 2025. Darcy L. Williams claims ongoing civil rights violations, ADA noncompliance, Family Court retaliation, disability discrimination, DSS misconduct and other unclassified causes of harm to her and her children related to conduct by the Department of Social Services, Warren County Sheriff's Office and Family Court of the State of New York-Warren County. Claimant's 50-h examination scheduled for January 26, 2026 was rescheduled.

V. Pending Items: None.

VI. Privilege of the Floor/Public Comment

VII. Motion to adjourn

2026 - NOTICE OF INTENT TO FILL TRACKING

Approval Date	Department	Position	Incumbent	Reason for Vacancy *	Incumbent Salary	Salary Approved	Date Filled	Hire	Salary Hired	Approved vs. Hired	Incumbent vs. Hired
7/1/2025	Social Services	SWE # 15 (1718)	Lehrer	O	\$ 40,921.00	\$ 47,384.00	9/29/2025				
7/1/2025	Social Services	Caseworker # 33 (2080)	Nevergreen	RS	\$ 57,270.00	\$ 57,270.00	9/2/2025	Gulick	\$47,384.00	\$ -	\$ 6,463.00
6/27/2025	DPW	MEO (M) # 3 (1253)	Norton	O	\$ 58,811.00	\$ 51,890.00	6/30/2025	Webb	\$57,270.00	\$ 6,240.00	\$ (81.00)
7/2/2025	Public Defender	Legal Clerk I (2664)	Bolton	RS	\$ 42,126.00	\$ 42,126.00	7/2/2025	Karp	\$42,126.00	\$ -	\$ -
7/8/2025	DPW	Highway Construction Supervisor # 2 (2391)	Converse	PR	\$ 57,832.00	\$ 60,920.00	7/9/2025	Blydenburgh	\$70,764.00	\$ 9,844.00	\$ 12,932.00
7/11/2025	Social Services	Secretary (2270)	Beattie	O	\$ 40,729.00	\$ 40,729.00	8/18/2025	Celeste	\$40,729.00	\$ -	\$ -
7/16/2025	Clerk of the Legislative Board	Legislative Office Specialist (2372)	Ganotes-Gleason	O	\$ 53,652.00	\$ 49,615.00	7/16/2025	Lovelle	\$53,652.00	\$ 4,037.00	\$ (1,380.00)
7/17/2025	Human Resources	Civil Service Assistant- Temp (2594)	Palmer	RS	\$ 53,599.00	\$ 52,219.00	7/22/2025	Green	\$52,219.00	\$ -	\$ -
7/21/2025	Social Services	Caseworker # 9 (1653)	Terry	RS	\$ 57,270.00	\$ 57,270.00	9/8/2025	Russell	\$57,270.00	\$ -	\$ -
7/21/2025	Social Services	Community Services Worker # 3 PT (2829)	Kesner	PR	\$ 23,692.00	\$ 47,384.00	11/13/2025	Stewart	\$23,692.00	\$ (23,692.00)	\$ -
7/22/2025	DPW	Building Maintenance Worker # 11 (1193)	Tyrell	RS	\$ 47,827.00	\$ 45,751.00	7/28/2025	Colpas	\$45,751.00	\$ -	\$ (2,076.00)
7/24/2025	Public Defender	Law Intern # 2 (2760)	Cartmell	PR	\$ 74,865.00	\$ 77,111.00	7/31/2025	Kurd	\$77,111.00	\$ -	\$ 2,246.00
8/4/2025	Treasurer	Deputy Treasurer (1090)	Lynch	RT	\$ 130,604.00	\$ 116,472.00	8/5/2025	Stark	\$116,472.00	\$ -	\$ (14,132.00)
8/5/2025	DPW	MEO (M) # 32 (2839)	N/A	O	N/A	\$ 51,890.00	8/11/2025	Brady	\$63,807.00	\$ -	\$ -
8/5/2025	DPW	Construction Specialist 1 (2626)	N/A	O	N/A	\$ 77,225.00	8/11/2025	Johnson	\$79,542.00	\$ 2,317.00	\$ -
8/14/2025	Social Services	Caseworker # 16 (1670)	Herrington	RS	\$ 57,951.00	\$ 57,270.00	9/22/2025	Koopmann	\$57,270.00	\$ -	\$ (681.00)
8/15/2025	Real Property	Director of Real Property (1102)	Delaney	RT	\$ 96,422.00	\$ 79,542.00	9/27/2025	MacEwan	\$91,244.00	\$ 11,702.00	\$ (5,178.00)
8/19/2025	Social Services	Caseworker # 26 (1705)	Rauf-Nomaw	RS	\$ 57,270.00	\$ 57,270.00	10/8/2025	Huggins	\$57,270.00	\$ -	\$ -
8/19/2025	Social Services	Principal Account Clerk (1688)	Mannone	PR	\$ 61,566.00	\$ 50,497.00	10/6/2025	Merrill	\$51,179.00	\$ 682.00	\$ (10,387.00)
8/22/2025	Countryside	Laundry Worker-PT (2611)	Dzierba	RS	\$ 38,499.00	\$ 38,499.00	vacant				
8/27/2025	DPW	Auto Mechanic # 7 (1278)	Blydenburgh	RS	\$ 55,085.00	\$ 54,405.00	9/11/2025	Kuzniak	\$54,405.00	\$ -	\$ (680.00)
9/2/2025	DPW	Cleaner # 6 (2143)	Duval	RS	\$ 38,499.00	\$ 38,499.00	9/8/2025	Boya	\$38,499.00	\$ -	\$ -
9/4/2025	Public Defender	13th Assistant Public Defender (2813)	Hladik	RS	\$ 99,318.00	\$ 99,318.00	8/28/2025	Greenhalgh	\$99,318.00	\$ -	\$ -
9/5/2025	Real Property	Deputy Director of Real Property (1103)	MacEwan	PR	\$ 71,603.00	\$ 64,296.00	11/3/2025	Latham	\$71,603.00	\$ 7,307.00	\$ -
9/10/2025	Social Services	SWE # 8 (1712)	Kelley	PR	\$ 54,366.00	\$ 47,384.00	9/29/2025	Brown	\$57,531.00	\$ 10,147.00	\$ 3,165.00
9/15/2025	Human Resources	Civil Service Assistant- Part time (2568)	Jones	RS	25,1052/hr	25,1052/hr	9/15/2025	Green	25,1052/hr	\$ -	\$ -
9/23/2025	Social Services	Caseworker # 29 (1656)	Moreno	RS	\$ 57,951.00	\$ 57,270.00	10/6/2025	Marks	\$57,270.00	\$ -	\$ (681.00)
9/25/2025	Social Services	Caseworker # 25 (1671)	Moore	RS	\$ 65,766.00	\$ 57,270.00	9/29/2025	Fisher	\$57,270.00	\$ -	\$ (8,496.00)
10/1/2025	Treasurer	Senior Account Clerk # 4 (1086)	Wood	RS	\$ 45,751.00	\$ 45,751.00	10/6/2025	Thompson	\$45,751.00	\$ -	\$ -
10/1/2025	DPW	HEO # 6 (1241)	Tyrell	RS	\$ 77,111.00	\$ 77,111.00	10/6/2025	Lantear	\$59,526.00	\$ 6,240.00	\$ (3,195.00)
10/1/2025	DPW	HEO # 2 (1237)	Blydenburgh	PR	\$ 77,111.00	\$ 47,384.00	12/15/2025	Rienzo	\$77,111.00	\$ -	\$ -
10/2/2025	Public Defender	Law Intern # 1 (2759)	Greenhalgh	PR	\$ 57,531.00	\$ 47,384.00	12/15/2025	Dezalia	\$48,065.00	\$ 681.00	\$ (9,466.00)
10/15/2025	Social Services	SWE # 3 (1714)	Brown	O	\$ 57,531.00	\$ 47,384.00	11/17/2025	Taylor	\$60,678.00	\$ 3,408.00	\$ (13,601.00)
10/16/2025	Probation	Probation Officer Trainee # 3 (2401)	Stevens	RS	\$ 74,279.00	\$ 57,270.00	11/17/2025	Mitchell	\$59,526.00	\$ 6,240.00	\$ 1,569.00
10/20/2025	County Clerk	Senior Legal Recording Clerk (1111)	Latham	PR	\$ 59,137.00	\$ 51,890.00	10/20/2025	Strong-Norman	\$54,185.00	\$ 2,295.00	\$ (4,955.00)
10/24/2025	Public Defender	9th Assistant Public Defender (2608)	Anan	RS	\$ 81,920.00	\$ 91,919.00	12/8/2025	Low	\$91,919.00	\$ -	\$ 9,995.00
10/25/2025	DPW	Auto Mechanic #9 (1272)	Brady	O	\$ 68,700.00	\$ 54,405.00	12/1/2025	Kuzniak	\$54,405.00	\$ -	\$ (14,295.00)
10/31/2025	Social Services	Caseworker # 5 (1673)	Taylor	RS	\$ 60,678.00	\$ 57,270.00	12/15/2025	Haley	\$57,270.00	\$ -	\$ (3,408.00)
10/27/2025	Public Defender	3rd Assistant Public Defender (1076)	Anan	RS	\$ 74,865.00	\$ 117,024.00	10/27/2025	Terwilliger	\$117,024.00	\$ -	\$ 42,159.00
11/12/2025	Social Services	Caseworker # 31 (1677)	Clickner	RS	\$ 57,270.00	\$ 57,270.00	12/8/2025	Nastke	\$57,270.00	\$ -	\$ -
11/12/2025	Social Services	Assistant SS Attorney # 3 (2831)	Leahy	PR	\$ 95,391.00	\$ 95,391.00	1/5/2026	Russell	\$90,889.00	\$ (4,502.00)	\$ (4,502.00)
11/13/2025	Public Defender	5th Assistant Public Defender (1078)	Terwilliger	O	\$ 102,614.00	\$ 102,614.00	11/17/2025	Whitney	\$102,614.00	\$ -	\$ -
11/20/2025	Health Services	Senior Account Clerk # 1 (1538)	Shrestha	PR	\$ 47,124.00	\$ 45,751.00	12/17/2025	Montuori	\$56,178.00	\$ 10,427.00	\$ 9,054.00
11/21/2025	County Clerk	Legal Recording Clerk # 2 (2698)	Strong-Norman	PR	\$ 47,847.00	\$ 45,751.00	12/29/2025	Palladino	\$45,751.00	\$ -	\$ (2,096.00)
12/1/2025	Social Services	Intake Clerk # 8 (2660)	Dezalia	PR	\$ 41,409.00	\$ 40,729.00	vacant			\$ -	\$ (41,409.00)
12/1/2025	Treasurer	Accounting Technician # 2 (2532)	N/A	N	N/A	\$ 66,895.00	1/1/2026	Smith	\$64,856.00	\$ (2,039.00)	\$ -
12/10/2025	Treasurer	Junior Accountant # 3 (2843)	N/A	N	N/A	\$ 73,798.00	1/1/2026	Paddock	\$73,798.00	\$ -	\$ -
12/10/2025	Human Resources	Civil Service Coordinator (2845)	N/A	N	N/A	\$ 71,963.00	1/1/2026	Plumley	\$71,963.00	\$ -	\$ -
12/12/2025	Social Services	Caseworker # 44C (2851)	N/A	N	N/A	\$ 59,131.00	vacant			\$ -	\$ -
12/12/2025	Social Services	Caseworker # 45C (2852)	N/A	N	N/A	\$ 59,131.00	vacant			\$ -	\$ -
12/12/2025	Social Services	Sr Caseworker # 11C (2853)	N/A	N	N/A	\$ 62,900.00	1/5/2026	Nassivera	\$65,600.00	\$ 2,700.00	\$ -
12/12/2025	Social Services	Caseworker # 37 (2558)	Nassivera	PR	\$ 61,696.00	\$ 59,131.00	1/5/2026	York	\$59,131.00	\$ -	\$ (2,565.00)
12/29/2025	Social Services	Institutional Aide # 19 (2746)	Lamontain	O	\$ 42,755.00	\$ 42,053.00	1/5/2026	Ladouceur	\$40,452.00	\$ -	\$ (702.00)
12/29/2025	Countryside	Laundry Worker # 1 (1871)	N/A	N	N/A	\$ 40,452.00	1/2/2026	LaMontain	\$40,452.00	\$ -	\$ -
12/29/2025	Countryside	Laundry Worker # 7 (1943)	Millington	RT	\$ 37,112.00	\$ 29,813.00	1/14/2026	Gardner	\$29,813.00	\$ -	\$ (7,299.00)
1/7/2026	Office for the Aging	Mealsite Manager # 7 (1943)	N/A	N	N/A	\$ 59,816.00	1/12/2026	Aldrich	\$59,816.00	\$ -	\$ -
1/7/2026	DPW	MEO (M) # 33 (2846) W/C/DL	N/A	N	N/A	\$ 59,816.00	1/12/2026			\$ -	\$ -

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

2026 - NOTICE OF INTENT TO FILL TRACKING

Approval Date	Department	Position	Incumbent	Reason for Vacancy *	Incumbent Salary	Salary Approved	Date Filled	Hire	Salary Hired	Approved vs. Hired	Incumbent vs. Hired
1/7/2026	County Clerk	MV License Registration Clerk # 10 (1117)	Walker	RS	\$ 48,924.00	\$ 48,924.00	vacant			\$ -	\$ -
1/13/2026	Public Defender	15th Assistant Public Defender (2840) Per Diem	N/A	N	N/A	64.37/hr	1/16/2026	Muller	64.37/hr	\$ -	\$ -
1/13/2026	Workforce Development	Fiscal Coordinator (2832)	Wilson	RS	\$ 57,614.00	\$ 57,614.00	1/13/2026	Wood	\$57,614.00	\$ -	\$ -
1/16/2026	Social Services	Support Investigator # 5 (1739)	Havill	RS	\$ 48,924.00	\$ 48,924.00	vacant			\$ -	\$ -
1/16/2026	Social Services	Social Welfare Examiner # 15 (1718)	Gurlick	RS	\$ 48,924.00	\$ 48,924.00	vacant			\$ -	\$ -
1/21/2026	DPW	MEO (L) # 27 (2256)	McKeown	RS	\$ 56,653.00	\$ 56,653.00	vacant			\$ -	\$ -
									Totals:	\$ 67,951.00	(64,275.00)

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

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

DEPARTMENT NAME: Sheriff

DATE: January 20, 2026

(a) Title of Requested Position: Patrol Sergeant #13

(b) Annual Base Salary (and Grade of Applicable): \$67,794

(c) Effective Date for New Position:*

*Please do not backdate unless the purpose is to correct an error.

February 20, 2026

(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 110 General Sheriff's Law Enforcement - Salaries - Regular

(f) Is a Budget Transfer needed? Yes No

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

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

An existing position in the Table of Organization will be unfunded and replaced by this position

(g) Has Director of Human Resources Reviewed and Approved the New Position? Yes No(Approval is necessary **BEFORE** bringing the request to Committee) HR Director Initial AS 1/5/20(h) Has County Administrator Reviewed and Approved Creation of New Position? Yes No(Approval is necessary **BEFORE** bringing the request to Committee) Co. Admin Initial [Signature](i) Is this a mandated position? Yes No

If yes, please explain:

(j) Is there expected revenue from this position? Yes No

If yes, please explain and complete Resolution Request Form No. 07 - Amend County Budget to recognize revenue:

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

DEPARTMENT NAME: Sheriff

DATE: January 20, 2026

(a) Title of Requested Position: Patrol Sergeant #11-C (*Contingent Position*)(b) Annual Base Salary (and Grade of Applicable): \$67,794

(c) Effective Date for New Position:*

*Please do not backdate unless the purpose is to correct an error.

February 20, 2026

(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:

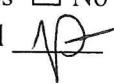
A.3110 110 General Sheriff's Law Enforcement - Salaries - Regular

(f) Is a Budget Transfer needed? Yes No

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

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

Law Enforcement Salaries - Regular has sufficient funding for the temporary position

(g) Has Director of Human Resources Reviewed and Approved the New Position? Yes No
(Approval is necessary **BEFORE** bringing the request to Committee) HR Director Initial (h) Has County Administrator Reviewed and Approved Creation of New Position? Yes No
(Approval is necessary **BEFORE** bringing the request to Committee) Co. Admin Initial (i) Is this a mandated position? Yes No

If yes, please explain:

(j) Is there expected revenue from this position? Yes No

If yes, please explain and complete Resolution Request Form No. 07 - Amend County Budget to recognize revenue:

PATROL SERGEANT

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for coordinating, supervising and managing all activities of subordinate Patrol Officers and support staff as they relate to the handling of police inquiries within the Warren County Sheriff's Office Law Enforcement Division, Patrol Services. This is a first-line supervisor position responsible for the direct supervision of Patrol Officers. A Patrol Sergeant spends much of their time in randomly patrolling the entire county rather than a single patrol zone in order to provide close field supervision to the Patrol Officers on duty. The incumbent may take charge from the responding Patrol Officer on more serious calls or may respond directly to routine calls in his vicinity. Work is performed under the general supervision of a Patrol Lieutenant, Major and the Undersheriff with considerable leeway allowed for the exercise of independent judgment in routine and emergency situations. The Patrol Sergeant also does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Patrols throughout the County to prevent crime, respond to calls for assistance from the public, and provide direct supervision over the activities of on-duty Patrol Officers;

Prepares work schedules and assignments for an assigned shift;

Oversees the progress of new employees undergoing on-the-job training with another Patrol Officer by direct observation and discussion;

Intervenes with a Patrol Officer when improper behavior is observed or reported to offer advice on how to deal with the problem and the appropriate way to handle the situation;

Takes disciplinary action as necessary to ensure proper compliance with all the policies and procedures as outlined in the Law Enforcement Division Operations Manual;

Refers disciplinary problems that are severe or recurring to a Patrol Lieutenant, Major or the Undersheriff for further action;

Takes charge of major incidents requiring police involvement and directs the activities of the officers in investigating and resolving the problems;

Conducts periodic performance and evaluation reports on subordinate staff;

Prepares a variety of records and reports regarding patrol activity;

Works under the immediate supervision of a Patrol Lieutenant, Major and the Undersheriff.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of modern principles and practices of criminal investigations;

Understanding of what constitutes and how to safeguard and process evidence;

Working knowledge of the NYS Criminal Procedure Law, the NYS Penal Law, and other New York statutes that relate to criminal investigations, arrests and prosecutions;

Good knowledge of the geography of Warren County, New York;

Ability to plan and supervise the work of others engaged in police activities;

Ability to give oral and written direction to subordinate Patrol Officers;

Ability to write and review written reports for clarity, suitable content and proper use of the English language, as well as have good knowledge of terminology encountered in police work;

Ability to work with people under stress; Good powers of observation;

Ability to deal courteously yet firmly with the public;

Good working knowledge of the Sheriff's Office Law Enforcement Division Operations Manual;

Physical condition commensurate with the demands of the position;

Thorough knowledge of the use of weapons and their capabilities;

Good working knowledge of employee schedules and other personnel matters as they relate to the supervision of subordinate Patrol Officers.

MINIMUM QUALIFICATIONS: Candidates must be current employees of the Warren County Sheriff's Office and hold permanent competitive status as a Patrol Officer or Police Officer for five (5) years as of the date of the exam.

WC: Amended 2013, Amended 3/2025

JC: Competitive

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

DEPARTMENT NAME: Sheriff

DATE: January 20, 2026

(a) Title of Requested Position: Security Guard (Part-Time)

(b) Annual Base Salary (and Grade of Applicable): \$25.17/Hour

(c) Effective Date for New Position:*

*Please do not backdate unless the purpose is to correct an error.

February 20, 2026

(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 110 General Sheriff's Law Enforcement - Salaries - Regular

(f) Is a Budget Transfer needed? Yes No

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

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

Law Enforcement Salaries - Regular has sufficient funding for the title

(g) Has Director of Human Resources Reviewed and Approved the New Position? Yes No(Approval is necessary **BEFORE** bringing the request to Committee) HR Director Initial _____(h) Has County Administrator Reviewed and Approved Creation of New Position? Yes No(Approval is necessary **BEFORE** bringing the request to Committee) Co. Admin Initial _____(i) Is this a mandated position? Yes No

If yes, please explain:

(j) Is there expected revenue from this position? Yes No

If yes, please explain and complete Resolution Request Form No. 07 - Amend County Budget to recognize revenue:

SECURITY OFFICER (Part-time)

DISTINGUISHING FEATURES OF THE CLASS: This position exists in the County Sheriff's Office and involves responsibility for providing security at County facilities. Employees in this class are responsible for the efficient performance of routine security duties at a specified County facility, building, or grounds during a designated shift, and on a temporary basis to various other functions within the Sheriff's Office. The work is performed under the general supervision of a higher-ranking Security Officer and under the overall supervision of a Sheriff's Office Public Safety Division Lieutenant. This position performs specialized work activities as directed.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Protection of individuals and/or property from harm, theft or other unlawful activity at or near government-owned buildings, grounds and facilities;

Deterrence, observation, detection and/or reporting of incidents in order to prevent any unlawful or unauthorized activity including but not limited to unlawful or unauthorized intrusion or entry, larceny, vandalism, abuse, arson or trespass on property;

Observation of building and grounds;

Monitors audio-visual security system;

Response to a security system alarm installed and/or used to prevent or detect unauthorized intrusion and/or to maintain security of protected premises and the persons therein;

Conducts building security inspections and completes a variety of reports related thereto;

Responds to requests for assistance from County employees in addressing members of the general public that are in, on, or near public facilities;

Provides information to visitors and directs them accordingly;

Renders assistance to members of the Sheriff's Office Public Safety Division and Correction Division, as requested;

Maintains order in public buildings and during public meetings.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Comprehensive knowledge of modern security methods and practices and use of good judgment in solving security matters;

General knowledge of criminal laws and procedures, including the Penal Law, Criminal Procedure Law, Family Court Act, and County Law;

Good knowledge of the buildings, facilities and grounds in their assigned areas;

Ability to read, understand, and interpret written material;

Ability to operate security equipment, including but not limited to magnetometers and other detection devices;

Ability to assess a physical injury, render basic first-aid, and call for professional EMS/medical assistance;

Good powers of observation;

Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Pursuant to General Municipal Law section 209-v, positions in this class are restricted to "retired former members of police or sheriff's departments, or the division of state police, or retired former correction, parole or probation officers."

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Treasurer

DATE: 1/13/2026

(a) Title of Requested Position: Principal Account Clerk #3

(b) Annual **Base** Salary (and Grade if Applicable): \$52,138 (grade 10)

(c) Effective Date for New Position*: February 23,2026

**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):

Accounting Technician #3 (Grade 19 \$64,153)

(e) Where are Funds in the Budget for this Position?

List Budget Code, Object Code, Full Title and Amount:

A.1325 110

(f) Is a Budget Transfer needed? YES NO

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

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

(g) Has Director of Human Resources Reviewed and Approved of the New Position Title? YES NO

(approval is necessary BEFORE bringing the request to Committee)

HR Director Initial

AA 1/13/26

(h) Had County Administrator Reviewed and Approved Creation of New Position? YES NO

(approval is necessary BEFORE bringing the request to Committee)

Co. Admin Initial

[Signature]

(i) Is this a mandated position? YES NO

If yes, please explain:

DO RECOMMEND WE WAIT UNTIL COMPLETION OF COMPTROLLER AUDIT

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

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

BEFORE FILING TALK

POSTED

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: Risk and Safety Committee

DATE: 1/30/26

- (a) Purpose of Request: **Adopting the Warren County Computer Use Policy**
- (b) Details: **The Risk & Safety Committee approved the proposed Policy for Computer Use at the January 14, 2026 to address best practices in the industry and to adopt policy provisions recommended by the County's insurance broker and insurance carrier. The proposed amended policy sets forth comprehensive definitions, county governance, cyber industry general standards for the County and all current and future shared IT services partners, social media protocols, biometric data protocols and phishing protocols**
- (c) Previous Resolution Number: **144 of 2023**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

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

* as listed in budget and LOGOS

EXHIBIT A: COUNTY OF WARREN, NY COMPUTER USE POLICY TERMS**I. PURPOSE**

The County of Warren, herein after referred to as County, supports information assets that process electronic data. The purpose of this policy is to define the requirements and responsibilities that all users must follow. This policy is drafted to provide awareness and notification of what the County deems to be acceptable and unacceptable use to avoid compromise of County systems, services and legal issues.

II. DEFINITIONS

Authorized County Computer Use: Computer use authorized by the County for work duties for County operations and business.

Biometric Data: Personal information stored by the County regarding an individual's physical characteristics that can be used to identify a person, such as fingerprints, voiceprints, facial shape, or scan of hand or face geometry as defined by applicable state and federal laws.

Biometric Identifier Information: A physiological or biological characteristic that is used by or on behalf of a commercial establishment, singly or in combination, to identify, or assist in identifying, an individual, including, but not limited to: (i) a retina or iris scan, (ii) a fingerprint or voiceprint, (iii) a scan of hand or face geometry, or any other identifying characteristic.

Browser Cookies: Small text files that websites store on a computer to remember information about you, such as login details, shopping cart items, and preferences to personalize your web browsing experience.

Collaborative Software: A type of application that enables multiple people to work together on projects, share information, and communicate seamlessly, regardless of their physical location. Also known as groupware, it supports tasks like communication, coordination, and problem-solving through features such as instant messaging, document sharing, and video conferencing.

Computer Hardware Setup: The installation of computer hardware including computers, printers and scanner and their configuration to the Town's computer network.

Computer Data Network: A network system of two or more interconnected computing devices that communicate and share data, resources, and services.

Computer Software: A set of instructions, data or programs that tells a computer's hardware what to do and how to perform.

Computer User: An individual or entity that interacts with a computer system, network, or software to perform tasks, access information, or utilize services.

Confidential or sensitive business data: County documents or data whose loss, misuse, or unauthorized access can adversely affect the privacy or welfare of an individual, outcome of a charge/complaint/case, the County or third parties' proprietary information, or the County's financial operations.

County Code of Ethics Legislation: The Warren County Ethics and Disclosure Law, as approved and enacted by the County Board of Supervisors.

County IT Basic Support Hours: The regular business hours of the County IT staff Monday through Friday from 8:00AM to 5:00PM.

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Cyber Threat: Any event, action, or circumstance with the potential to negatively impact an organization or individual's digital assets, systems, or data through unauthorized access, damage, or disruption.

Cyber Security Training: Online specialized computer awareness training to educate end users about protecting computer systems, networks and data from attacks by outside parties.

Department Head: Each elected and appointed County officer responsible for the administration of their respective departments, agencies and offices which collectively constitute the structure of the County's governmental operations.

Department Head Designee: A County employee with statutory authority or designated by the Department Head to act on their behalf.

Data: Information, knowledge, facts, concepts or instructions which are generated, processed or stored on a desk top VOP phone, computer network, in any form, whether readable by a computer or a human wherever located.

Employee: A person employed by the County of Warren on a full-time, part-time, less than part-time, per diem, or seasonal/temporary basis, and includes volunteers and interns, whether paid or unpaid.

Employer: The County of Warren ("County").

Endpoint Device: Any device that connects to and communicates with a network, such as a desktop computer, laptop, smartphone, tablet, server, or Internet of Things (IoT) device.

Endpoint Protection: Computer security measures that defend devices, known as endpoints, such as laptops, smartphones, and servers, from cyber threats and malicious attacks.

Firewall: A part of a computer system or network which is designed to block unauthorized access while permitting outward communication.

Identity Theft: Fraud committed or attempted using the identifying information of another person without their permission.

Internet of Things (IoT) Device: A physical object, such as a sensor, appliance, or gadget, that connects to a network, like the internet, to transmit and exchange data without human intervention.

Mass Emailing: An email and/or email campaign pertaining to County business sent to a large group of recipients of over one hundred (100) or more outside of the County's computer network.

Minimum Applications and Services (IT MAAS): Minimum IT applications and services established by the County IT in concert with the County's insurance requirements that include core functions like account management, patching, data backup, secure storage, network access, and fundamental security tools like firewalls.

Minimum System Requirements: The essential hardware and software specifications—such as processor, RAM, storage, and operating system identified by the County IT Department that is needed for a piece of software or hardware to function at a basic level, though often with slower performance than recommended levels.

Mobile Device: A small, portable, handheld computing device powered by a battery, designed for wireless communication and general computing on the go, featuring a display (touchscreen) and internal storage.

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Multifactor Authentication (MFA): A security system that requires more than one type of proof to verify a user's identity, making it significantly harder for unauthorized access than a password alone.

Network Management: The comprehensive process of configuring, monitoring, and maintaining a computer network's infrastructure to ensure its efficient, reliable, and secure operation. It involves using tools and processes to manage network devices like routers and switches, provision resources for users and applications, monitoring performance, and responding to faults and security threats.

Network Operating System (NOS): Specialized software that allows multiple computers to communicate and share resources on a network, such as files, printers, and internet access. It manages network resources, provides network security, and supports both client-server architectures (where dedicated servers provide resources) and peer-to-peer networks (where devices share resources directly).

Network Structure: The physical and logical design that determines how devices connect, communicate, and share resources using hardware, software, and protocols.

Officer: An individual given the title of Officer for the County of Warren.

Personal Device Use: Computer, smart phone, tablet, or other device that is authorized to access County Data or is used to backup any such device and is owned by a private individual and acquired voluntarily, without payment by the County and without any expectation of reimbursement for any costs related to the purchase, activation, operational and connectivity charges, service or repairs, or other costs that may be incurred related to the device or its use.

Personal Electronic Device: Personal privately owned portable electronic devices used by individuals for communication, information, and entertainment, including smartphones, tablets, laptops, and smartwatches.

Personal Identifiable Information: Information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means, to include information that directly identifies a person, such as a name, address, social security number, telephone number, email addresses, or by which the County may identify a specific person in conjunction with other data such as gender, race, birth date, or other descriptors.

Phishing: A cybercrime in which a target or targets are contacted by email by someone posing as a legitimate institution or person to lure individuals into providing confidential information, such as County Sensitive Information, that will be used for unlawful and malicious purposes.

Principle of Least Privilege (POLP): A cybersecurity concept that requires users, systems, and applications to have only the minimum level of access and permissions necessary to perform their specific, authorized tasks.

Red Flag: A pattern, practice or specific activity that indicates the possible occurrence of identity theft.

Remote Access: The ability to connect to and control a computer, network, or system from a different geographical location, allowing users to perform tasks such as accessing files, running applications, and managing systems without being physically present.

Sensitive Information: Any personal identifiable information collected by the County for a stated purpose in which the risk of identity theft is present.

Server Management: The ongoing process of maintaining, monitoring, and optimizing server hardware and software to ensure high availability, performance, security, and scalability. Key activities include server monitoring, software updates, security configuration, backup and recovery, and hardware maintenance to keep servers running efficiently and to protect data.

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Shared Services Partner(s): A municipality within the County of Warren that has contracted for Information Technology Services and agreed to abide by the terms and conditions of this County policy.

Social Networking Sites: Online platforms where computer users create profiles to connect with other people, build social networks, and share information.

Third Party Service: Any unaffiliated person, company or entity that performs services for a company that is paid for their services, but does not have a stake, share or equity in the company.

Unauthorized Computer Access: The act of accessing computer systems, networks, or data without explicit permission or authorization from the system owner. This violation of security policies can involve methods like gaining entry through security loopholes, guessing passwords, or using malicious code to gain access to systems, data, or other resources without consent.

Unauthorized County Computer Use: Illegally accessing a computer or computer network or allowing another person to have access without the permission granted by the County.

Vendor: An individual or company that contracts with the County for the provision of goods and/or services in accordance with the County's Purchasing Policy.

Vendor Computer System Support: The technical assistance, maintenance, and services provided by the external manufacturer or software provider (the vendor) of a specific computer hardware or software product, often to resolve complex, product-specific issues that an organization's internal IT team cannot handle on its own.

Workplace: Any location where an employee performs any work-related duty in the course of their employment.

Workstation Troubleshooting: The systematic process of identifying the cause of a problem within a computer workstation, diagnosing the fault, and implementing a solution to restore it to its normal working order.

EXHIBIT B: COUNTY POLICY GOVERNANCE**I. Purpose:**

The County provides data access for use by employees and the County's agents for the sole purpose of conducting and engaging in official County business. No County employee, officer or agent shall possess any current or future rights to any data created, modified, and/or stored on County systems and all such data shall remain the sole legal property of the County. The use of County systems constitutes an individual's consent to the County's right to access and disclose data as deemed legal and appropriate by federal, state and local law. The County shall provide data access to those employees, officers and agents who meet the criteria of the County's computer use policies and agree to its terms and conditions.

II. County Computer Use Management and Administration:

The County has systems in place that monitor and record all data use. The County reserves the right to record all such data activity which may occur within the County's systems and reserves the right to review such activity and data at any time as may be needed for the County's legal purposes, as provided by this policy. It also reserves the right to inspect any and all files downloaded from any data source which may be stored on County systems which may be found to be in violation of state or federal law. County Department Heads and/or their designees shall be responsible for assisting the Department of Information Technology with enforcing the terms and conditions of their employee's use of County data systems.

The County Director of Information Technology shall be designated as the Administrator of the County's data systems and their implementation under the reporting supervision of the County Administrator. The County Director of Information Technology, as a member of the County Risk and Safety Committee shall make regular reports to the Committee regarding the status of the County's cyber security controls, security issues, and cyber incidents as they may occur.

The following rules shall govern an individual's use of the County's computer network:

1. **County Departments Governed by Federal and/or State Requirements:** County departments, including but not limited to the Department of Social Services, and Warren County Sheriff's Office, utilizing federal and/or state email and data systems shall be required to meet the standards set by those government requirements which shall supersede the County's Computer Use Policy in the event of a conflict of terms and/or conditions.
2. **Username:** Employees, officers and agents of the County shall be provided with a unique username and temporary password used to gain initial access to County systems as may be needed to perform their job responsibilities. Each user shall then be required to individualize their password. The sharing of user ID's or passwords is prohibited.
3. **County Emails:** Employees, officers and agents of the County shall be provided with a unique County email address consistent within the WarrenCountyNY.gov nomenclature to conduct County business as requested by the Department Head or County officer consistent with their job responsibilities.
4. **Passwords:** All passwords used by County employees, officers and agents for access to County systems must be kept secure. No user should share their password. This shall include their supervisor, department head or any member of the Information Technology Department.
5. **Mass Emails:** Mass emailing (other than email groups created for business purposes) shall not be sent from a County email address. If there is a business-related need for mass emails, the Department of Information Technology should be consulted to identify an appropriate third-party service.
6. **Blocked Internet Sites:** The County attempts to actively identify and block Internet sites which host inappropriate cultural, discriminatory, and/or sexual depictions in accordance with statutory regulations pertaining to workplace harassment and workplace violence. The failure of the County to identify and block

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such sites does not permit or condone users from accessing such sites. If a user accidentally connects to such a website, the user is expected to immediately disconnect from that website.

7. **Lawful Use:** County systems shall not be used to violate the laws and regulations of the United States, or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction. Use of County systems for any illegal activity is grounds for disciplinary action including termination. The County shall cooperate with and comply with all reasonable request from law enforcement agencies relating to an investigation and/or lawfully issued subpoena of any data records contained within its systems.
8. **Software:** Users may install software for official County business use, only after the approval of the employee's Department Head and the Director of Information Technology. The Department Head with the assistance of the Department of Information Technology shall arrange to have such software properly licensed and registered to the County. Any such software shall be used only in ways that are consistent with their licenses and/or copyrights.
9. **County Data Systems:** The Director of Information Technology shall be named as the County's Administrator for all critical data systems including financial, operational, and security data systems. Application for access should be made to the Department Head governing the software and be directly related to job responsibilities. If approved, the Department Head shall forward the application for data system access to the Director of Information for Technology for installation. If the access request is denied by the Department Head controlling the data system in question, the Department Head requesting access shall forward the written request and the denial to the County Administrator for a final determination as to whether or not access to said data system should be granted. In this case, the Director of Information Technology shall abide by the decision made by the County Administrator.
10. **Security:** The County has installed a variety of security systems to ensure the safety and security of the County's systems. Any employee, officer or agent who attempts to disable, defeat or circumvent any security system (for example, by utilizing a personal VPN) shall be subject to immediate disciplinary action. No employee, officer or agent shall transfer any sensitive data containing personal identifying information governed by federal and state law outside the County's systems without Department Head approval, and only for official business purposes within the scope of the employee's duties and responsibilities. No elected officer, appointed officer, or Department Head shall transfer any sensitive data containing personal identifying information governed by federal and state law outside the County's systems unless for official business purposes.

III. Access to County Computer Network Data:

1. No request by a County officer or employee for access to the County's computer network data, to include emails, shall be authorized unless made in written form and authorized to be released by any one of the following three criteria:
 - a. **Department Head Requests:** Department Heads are authorized to request access to computer network data for an employee assigned to that Department Head's department. A Department Head seeking computer network data for employees within their department shall submit a written request to the Director of Human Resources for review and approval, who may, as needed, consult with the County Attorney's Office. The written request for the County's computer network data shall state the name of the employee, the date or date range for data requested and a statement of the business reason for the request. The Director of Human Resources shall provide the Director of Information Technology with any approved requests to release the computer network data to the requesting department head.
 - b. **County Administrator/County Attorney/Director of Human Resources Requests:** The County Administrator, County Attorney and Director of Human Resources each may require the Director of Information Technology to search, retrieve and provide computer network data, for any County officer, employee, or agent, by name or other unique method of identification (i.e. email address, employee identification number, etc.), and each such request shall be in writing and state the business purpose

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for which the data is required..

c. **Freedom of Information Law Requests:** A written request for computer network data submitted by the Records Access Officer, a Designated Department Head under FOIL, or the FOIL Appeals Officer when responding to a FOIL request or appeal shall be valid when made to the Director of Information Technology through the NextRequest FOIL management system in response to an active FOIL request or appeal and the data is needed to comply with New York State FOIL requirements and the County's FOIL policy.

2. The Director of Information Technologies shall maintain a log of all requests for computer network data access, except for requests made pursuant to FOIL, for eighteen (18) months after the request is submitted, which preserves the name of the requestor, the date of the request, the data requested, and the data provided. Access to the log of all requests shall be provided, upon request, to the County Administrator, County Attorney or Director of Human Resources.
3. Nothing in this policy restricts or limits access to the County's computer network data and the County's obligation to comply with a lawfully issued Court-ordered search warrant or other Court order, lawfully issued and served subpoena or other lawful process

IV. **Reporting of Cyber Liability Issues:** Any user given access to the County's data system shall be responsible for the reporting of a cyber threat to the County's Information Technology Department upon learning of the threat. The County Director of Information Technology and/or Department Heads shall be responsible for IMMEDIATELY reporting cyber liability incidents that materially impact County operations, confidential and privileged information including personal identifying information, and financial integrity incidents to the County Administrator and County Attorney.

V. **County Policy Use Acknowledgement:**

1. Prior to any newly elected, appointed or hired County officer or employee receiving access to the County computer network they shall be required to sign the "County Computer Use Policy Acknowledgement" (Attachment A) and provide it to the Department of Human Resources.
2. Within thirty (30) days of the adoption of a revision to the County Computer Use Policy, every county employee, officer and agent shall receive a copy of the revised policy and shall acknowledge receipt of the policy either through the WC Application Portal or by signing the "County Computer Use Policy Acknowledgement" (Attachment A) and providing same to the Department of Human Resources.

VI. **County Discipline of Violations of County Computer Usage:**

Unauthorized access to the County's computer network and data by an employee, officer or agent is strictly prohibited and may result in disciplinary action, including discipline up to and including termination of employment for an employee, and public censure if an elected officer. Violations of the Computer Usage Policy may result in the filing of a criminal complaint against:

1. an employee, and disciplinary action against the offending non-elected County officer or employee, which may include reprimand, fine not exceeding One Hundred Dollars (\$100) to be deducted from the salary of the employee; suspension without pay for a period not exceeding two (2) months; demotion in grade and title; or dismissal from employment; OR
2. the elected officer, and disciplinary action, which may include any lawful action provided under Public Officers Law, or by rule or resolution of the Board of Supervisors.

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**EXHIBIT C: CYBER INDUSTRY GENERAL STANDARDS
FOR THE COUNTY AND ITS SHARED IT SERVICES PARTNERS**

The County Director of Information Technology shall be designated as the Administrator of the County's data systems and their implementation to include Shared Services IT Partnerships under contract with the County. The County Director of Information Technology, as a member of the County Risk and Safety Committee shall make regular reports to the Committee, and Board of Supervisors and Shared IT Services Partners governing bodies regarding the status of the County's cyber security controls, security issues, and cyber incidents as they may occur.

County departments and/or Shared Services IT contracted partners, including but not limited to the Department of Social Services, local law enforcement, emergency services organizations, and the Warren County Sheriff's Office, utilizing federal and/or state email and data systems shall be required to meet the standards set forth by those government requirements which shall supersede the County's Computer Use Policy in the event of a conflict of terms and/or conditions.

The following cyber industry criteria shall set the minimum technology requirements for cyber security protocols for use of the County data systems:

I. Public Use of the County System:

Any member of the general public who connects to the County and Shared IT Services Partners' Public Wireless Network in order to use it directly or to connect to any other network(s), must shall be required to comply with the following provisions as posted to the County website and agree to comply with this Policy, the stated purposes and Acceptable Use policies of any other network(s) or host(s) used, and all applicable laws, rules and regulations. The following notification with a request of acceptance shall be required of all public wireless users:

THE COUNTY AND ITS SHARED IT SERVICES PARTNERS MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE AVAILABILITY OR SECURITY OF THE PUBLIC WIRELESS NETWORK, AND ALL USE IS PROVIDED ON AN AS-IS BASIS.

The County and its Shared IT Services Partners take no responsibility and assume no liability for any content uploaded, shared, transmitted, or downloaded by you or any third party, or for anything you may encounter or any data that may be lost or compromised while connected to the Public Wireless Network. The County and its Shared IT Services Partners reserve the right to disconnect any user at any time and for any reason. The Public Wireless Network is provided as a courtesy to allow our visitors access to the internet.

Inappropriate use of the Public Wireless Network is not permitted. The County and its Shared IT Services Partners present the following inappropriate uses as examples of guidelines as listed below:

- ***Users must respect the privacy and intellectual property rights of others.***
- ***Users must respect the integrity of our network and any other public or private computing and network systems.***
- ***Use of the Public Wireless Network for malicious, fraudulent, or misrepresentative purposes is prohibited.***
- ***The Public Wireless Network may not be used in a manner that precludes or hampers access by other users to the Public Wireless network or any other networks.***
- ***Nothing may be installed or used that modifies, disrupts, or interferes in any way with service for any user, host or network.***

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II. Privacy and Monitoring:

By using the Internet access provided by County and its Shared IT Services Partners, users who utilize County and/or Shared IT Services Partners owned and/or maintained computer devices shall be required to agree to this policy and acknowledge that records of Internet access, such as sites visited, images reviewed, and email sent, may be recorded and monitored by the County's Information Technology Department at any time with no expectation of privacy and that:

1. Encrypted technology that meets our requirements will be employed.
2. The County and its Shared IT Services Partners own the rights to all data and files in its computers, network, or other information systems, subject to applicable laws. Users may not access networks, servers, drives, folders, or files to which the user has not been granted authorization. Users may not destroy, delete, erase, or conceal files or other data, or otherwise make files or data unavailable or inaccessible. In addition, users may not access another employee's computer, computer files, or electronic mail without authorization from their supervisor.
3. The County and its Shared IT Services Partners use of certain licensed commercial software application programs from third parties for business purposes. Third parties retain the ownership and distribution rights to this software. Users may not use or distribute licensed software.
4. Electronic mail ("email") messages sent and received using our equipment or Internet access provided by us are not private and are subject to viewing, downloading, inspection, release, and archiving by us. The County and its Shared IT Services Partners reserve the right to inspect files stored in private areas of the County and its Shared IT Services Partners' network or on individual computers or storage media to assure compliance with our policies and applicable state and federal laws. It may monitor electronic mail messages (including personal/private/instant messaging systems).
5. The County and its Shared IT Services Partners may use software that allows it to monitor messages, files, or other information that is entered into, received by, sent, or viewed on County and its Shared IT Services Partners' networks. By using County and its Shared IT Services Partners' equipment or the Internet access provided by it, users consent to the monitoring of all network and information systems.

III. Acceptable Use:

Personal or incidental use is authorized for limited purposes and will be subject to the following guidelines:

1. The use must not constitute a conflict of interest. Personal business or use for personal gain constitutes a conflict of interest.
2. Personal use is on personal time (hours not charged to us) and must not interfere with our business or normal work activities, and not adversely affect performance of the employee, surrounding employees, the organization, or business functions.
3. Illegal, obscene, pornographic, or offensive material must not be accessed, viewed, downloaded, or sent.
4. Any access that could result in significant incremental cost, such as noticeable additional electronic mail traffic, large non-business-related file transfers, and the like are not permitted.
5. Use must not involve any illegal or unethical activity (e.g., gambling, Warez sites containing pirated software, movies, games, or illegal hacking/cracking tools).
6. Transmitting or sending sensitive or proprietary information, including software applications or personal information, to unauthorized persons or organizations is prohibited. Authorization for any transmission of personally identifiable information ("PII") must be approved by a supervisor prior to transmission and done using authorized protocols (e.g. encryption, VPN, SSL).
7. Downloading or sending unapproved software, computer viruses, malicious code, or any unauthorized attempts to access another person's data or County and its Shared IT Services Partners' intranet are prohibited.
8. The addition of any hardware that would allow additional access to the Internet is prohibited.

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9. Users may not download software from any outside systems without permission from the Department of Information Technology. Users should not use any externally provided software without first getting approval from Information Technology. Users should not download unapproved or unauthorized software from the Internet. Users are responsible for determining the sensitivity and need for further encryption to secure County and its Shared IT Services Partners confidential or sensitive information prior to posting, transmitting or sending it via the Internet. If unsure, the user is responsible for contacting Department of Information Technology or the County Attorney's Office for assistance.
10. County and its Shared IT Services Partners' privacy policy should be posted on all official County and its Shared IT Services Partners' websites to ensure that customers and clients are aware of our desire to maintain and protect the privacy of this data.
11. County and its Shared IT Services Partners' websites or web servers are not to be used for posting non-business-related data or for the illegal distribution of data, such as software, games, movies, code or other inappropriate data.

IV. Management and Maintenance Information Technology Controls:

The County Director of Information Technology shall be designated as the IT Administrator of the County and its Shared IT Services Partners' computer technology data systems. To minimize the County and its Shared IT Services Partners' threat of cyber liability exposures, the Department of Information Technology shall be responsible for the following controls:

1. Providing reports to the County Administrator and County Risk and Safety Committee on the status of the County's Information Technology Programming including, but not limited to cyber incidents, threats, and security protocols pertaining to the County's computer technology data systems on a regular recurring basis.
2. Immediately reporting any cyber incidents that may compromise County business data systems and operations to the County Administrator and the County Attorney.
3. Restricting authorization of the County's Information Technology Administrator privileges to senior management within its department.
4. Restricting the allocation of administrator privileges to specific equipment or applications that are aligned with departmental responsibilities. If a Department Head and/or their designee(s) requires wider privileges, to perform a specific task, allowing that privilege only for a limited time.
5. Requirements should be established to specify that the administrator passwords within the Department of Information Technology are more complex and changed more frequently in recognition of their responsibility. Administrator passwords should also be different than their user passwords.
6. Department of Information Technology Administrators shall maintain separate user accounts for their daily use and their administrator specific work. They should not be allowed to access the Internet or email from their privileged administrator accounts.
7. If services are outsourced to third parties, the Director of Information Technology shall be responsible for addressing the proper protection and control for third party administrative access and hold third-party providers accountable and professionally liable for their services including, but not limited to:
 - a. Third parties should be restricted from using the same administrative passwords at multiple client locations because this can put your network at risk if the password is compromised at one of the other client locations.
 - b. Requiring two-factor authentication for all third-party or remote administrators to gain access should be considered.

The Department of Information Technology shall be responsible for the management and maintenance of County computer systems including, but not limited to official County and its Shared IT Services Partners websites and social media; server rooms; computer hardware and software vendor relationships; security

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access controls for County and its Shared IT Services Partners maintained security systems; internet-based communication systems; and County contracted shared service agreements.

V. Specialized Cyber Industry Procedures as Applicable

The County and/or its Shared IT Services Partners may use the following technology within their business operations. The terms and conditions that follow are the minimum standards required by the insurance industry for cyber liability coverage:

1. **Biometrics:** The County and its Shared IT Services Partners may use a timekeeping system that uses finger or hand-scanning technology for identification for its payroll processing and issuing paychecks. These timekeeping systems convert a scan of an employee's fingerprint, and/or fingertip ("finger scan") into an encrypted mathematical representation within a secure vendor data program. This technology does not collect and store fingerprints, nor does it retain fingertip images. This data is maintained, and managed by a contracted vendor who manages and troubleshoots payroll under the guidelines established by the County and/or its Shared IT Services Partners. The following general terms and conditions shall apply to the County and/or Shared Services use of this technology for payroll purposes:

- a. Consent: Employees required to use finger-scanners included in the timekeeping system as a condition of employment shall consent to the collection of the finger-scan mathematical representation by the payroll system and agree to provide consent at the time of initial fingerprint scan enrollment which provides a scan timekeeping device notice and provides the opportunity for consent. The announcement and consent are stated as follows:

"I intend and agree to use my employer's timeclock devices with a finger sensor for timekeeping and attendance. By clicking 'Accept' below I understand, agree and voluntarily consent to the following:

- *The sensor uses data from my finger scan from which it will create a unique finger template that is securely stored in the sensor and my employer's timekeeping database.*
- *Templates may be considered biometric data.*
- *My employer is responsible for providing all requisite notices and policies relating to the use of my personal information, including but not limited to providing a description of the data usage and security.*
- *Policies provided by my employer regarding biometric data retention and destruction will apply. The timekeeping vendor will be responsible for permanently destroying my finger template when my employer deletes my data.*
- *My consent applies to each use of the sensor, including past and future use.*
- *The timekeeping vendor processes personal information on behalf of my employer for payroll purposes.*
- *I can contact my employer about my rights that I have in connection with my personal information, including any right to withdraw consent.*

Clicking 'Accept' is my signature and voluntary consent (if permissible by applicable law) to the collection, capture, storage, access to use, possession, dissemination, disclosure, re-disclosure, and hosting of any biometric data by my employer, and my employer's service provider (timekeeping vendor) and its affiliates, vendors, subsidiaries, or related companies and any of their subcontractors, resellers, or successors, consistent with my employer's timekeeping policy as applicable. I acknowledge that I can view and print a copy of this notice. ACCEPT or DECLINE."

- b. Disclosure: The County and its Shared IT Services Partners agree to not disclose, redisclose or disseminate the saved encrypted mathematical representation to anyone other than its payroll

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vendor and any other vendors that maintain, fix, update or troubleshoot the timekeeping system for the purposes identified above without and/or unless:

- i. First obtaining written employee consent to such disclosure or dissemination;
- ii. The disclosure or re-disclosure completes a financial transaction requested or authorized by the employee;
- c. Disclosure or re-disclosure is required by state or federal law or municipal ordinance; or
- d. Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

The County and its Shared IT Services Partners shall not sell, lease, trade, or otherwise profit from the saved encrypted mathematical representation; however, the County and its Shared IT Services Partners may pay its payroll vendor for timekeeping and payroll products or services utilized by the County and its Shared IT Services Partners. The County and its Shared IT Services Partners may also pay a vendor to maintain, fix, update or troubleshoot the time clock.

- c. Storage, Transmission, and Protection: The County and its Shared IT Services Partners and their respective vendors shall use a reasonable standard of care to store, transmit and protect from disclosure the saved encrypted mathematical representation. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which the County and its Shared IT Services Partners stores, transmits, and protects from disclosure confidential and sensitive information, such as account numbers, PINs, driver's license numbers and social security numbers.

2. **Electronic Mail and/or Instant Message Use**: Policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Users are prohibited from creating or sending electronic mail:

- a. that may be considered offensive or harassing, or that may contribute to a hostile environment;
- b. that contains profanity, obscenities, or derogatory remarks;
- c. that constitutes chain letters or spam;
- d. to solicit or sell products or services that are unrelated to our business; or
- e. to distract, intimidate or harass anyone, or to disrupt the workplace.

Users are instructed to use caution when opening electronic mail and attachments from unknown senders because these pieces of electronic mail and attachments may contain viruses, root kits, spyware or malware that can put our system and sensitive information at risk.

3. **Collaborative Software**: The Department of Information Technology shall be responsible for the approval and installation of collaborative software systems for County and its Shared IT Services Partners operations at the requests of County and its Shared IT Services Partners Department Heads and/or their designee(s). Once collaborative software approval is granted, County and its Shared IT Services Partners' computer users shall be responsible for the following:

- a. Acceptable Use and Security:
 - i. Not downloading, installing, or using unauthorized software on County and its Shared IT Services Partners equipment unless approval is first obtained from the County Department of Information Technology.
 - ii. Protect sensitive and confidential information in accordance with federal and state laws.
 - iii. Adhere to security measures by using strong passwords for accessing files or any content, and follow any document expiry or other risk mitigation rules.
 - iv. Prohibit sending unsolicited messages, spam, or engaging in any form of harassment through communication tools.
- b. Licensing and Copyright Including Software and Intellectual Property:

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- i. Respect all copyright and licensing agreements and not share or use copyrighted material illegally.
- c. User Responsibilities:
 - i. Use collaborative tools primarily for approved work-related purposes.
 - ii. Not perform any action that compromises the performance or security of County Information Technology resources.

County and its Shared IT Services Partners Departments shall be responsible for their own cost of the installation, licensing and ongoing maintenance of any collaborative software installed within departmental computers.

4. **Multi-factor Authorization:** Multi-factor Authorization (MFA) is a security process whereby users must provide at least two different authentication factors to verify their identities and access their accounts. The County Department of Information Technology shall be responsible for the provision of MFA to County and its Shared IT Services Partners computer users. This process ensures better protection of both a user's personal information, credentials, and other assets, while also improving the security around the resources the user can access. The following MFA terms and conditions shall apply:
- a. All individuals shall be required to engage in one additional step beyond the normal login process to access County and its Shared IT Services Partners resources using County and its Shared IT Services Partners owned and/or maintained computer hardware not directly connected to the County and its Shared IT Services Partners Computer infrastructure.
 - b. MFA shall be required for all externally exposed enterprise or third-party applications, where supported.
 - c. MFA shall be required for remote network access.
 - d. MFA shall be required for all administrative access accounts, where supported, on all enterprise assets, whether managed on-site or through a third-party provider.
 - e. Responsibilities of all County and its Shared IT Services Partners sponsored computer users include, but are not limited to:
 - i. It shall be the user's responsibility to promptly report compromised credentials to the Information Technology Team.
 - ii. It shall be the user's responsibility to promptly report a lost or stolen MFA device to the Information Technology Team.
 - f. Exemptions to these MFA requirements include those situations in which a member of the County and its Shared IT Services Partners community have a legitimate need to utilize technology resources outside the scope of this policy. The Information Technology Team may approve, in advance, exception requests based on balancing the benefit versus the risk to the County and its Shared IT Services Partners.
5. **Social Media:** The County and its Shared IT Services Partners support self-expression, including the right to express oneself to others via Internet blogs, social web pages, posting on open forums, or speaking during public events. Users may not use social networking sites while working unless authorized by their supervisor and the information posted pertains to County operations. Some points that the County and its Shared IT Services Partners want users to consider when writing or expressing themselves publicly:
- a. Conduct themselves in a professional and businesslike manner, even if the communication is personal in nature.
 - b. Do not reference or discuss the County and its Shared IT Services Partners' suppliers, vendors, customers, associates, contractors, potential business relationships or opportunities, competitors, and/or any entity that the County and its Shared IT Services Partners do business with, or anything

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- that might adversely impact on the County and its Shared IT Services Partners' business relationships.
- c. Do not make statements about the County and its Shared IT Services Partners' financial performance.
 - d. When users are participating in social networking sites, users must be transparent that their thoughts are their own. Unless the County and its Shared IT Services Partners officially designate the user, in writing, to speak or write for the County and/or its Shared IT Services Partners, users should never state that they write or speak on behalf of the County and its Shared IT Services Partners. They should never represent that their viewpoints may or may not be the same as the County and its Shared IT Services Partners, and users should make this clear to those reading or listening to their points of view. Users may consider a disclaimer to this effect, but note that it may not excuse improper or illegal conduct.
 - e. Do not disclose private, internal-use only, copyrighted, or confidential information belonging to the County and its Shared IT Services Partners or third parties, including employees, associates, suppliers, vendors, competitors, customers, or any other person or entity that associates or do business with the County and/or its Shared IT Services Partners. Such information includes personally identifying information (such as telephone numbers, Social Security numbers, credit or debit card numbers, or financial account numbers). Users should also not mention customers, vendors, potential business relationships or opportunities, or competitors in their social media activity. Users should use common sense and courtesy and should follow strictly the County and/or its Shared IT Services Partners' policy on preserving confidential information.
 - f. For social networking sites such as LinkedIn where personal and professional references are the focus: If users are representing themselves as a County and its Shared IT Services Partners employee, users may not provide professional references about any current or former employee, contractor, vendor, or contingent worker.
 - g. What users write or say, and how users write or say something, is up to each user. However, the County and its Shared IT Services Partners hereby provide notice that they reserve the right to read what users write or say publicly and make a determination if it meets the professional standards of or damages the County and/or its Shared IT Services Partners. Written or stated comments that may be construed as being harmful or damaging to the County and its Shared IT Services Partners or to its employees, associates, suppliers, vendors, customers, or any other person or entity that associates or does business with the County and its Shared IT Services Partners may lead to immediate termination. This provision does not in any way restrict users' right to engage in protected activity under Section 7 of the National Labor Relations Act.
 - h. Do not use vulgar, obscene, offensive, threatening, harassing, or defamatory language. Offensive language or content would include, but is not limited to, discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic. Offensive language or content also includes soliciting sex or otherwise violating the laws regarding minors and their protection. Users that violate child protection laws, including solicitation of sex from minors, or posting of illegal pornographic material, will be subject to discipline including, but not limited to, termination.

Social media can be a beneficial tool for government agencies that wish to communicate with the public about their activities, such as events, programs, staffing changes and more. This type of activity, when undertaken correctly, can be a positive, educational outlet for our agencies. However, there are a number of details regarding Open Records Laws, court cases about censorship and more that apply to government-operated social media accounts that those who operate government social media must be cognizant of. In light of these factors, a Warren County employee who wishes to start a social media presence in the name of a Warren County agency or entity should contact the Director of Public Affairs beforehand to discuss the applicable rules and regulations. In the same circumstance, employees of

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Shared IT Services Partners should contact their entity's government authority to determine how the Shared IT Service Partner wishes to manage their public entity's social media messages.

VI. **Electronic Device Security Measures:**

Employees and Personal Device Users shall abide by the terms and conditions of the County's Computer Use Policy and protect the County and its Shared IT Services Partners against cyber-attack by:

1. Avoiding opening emails or attachments from an unknown, suspicious, or untrustworthy source, especially when the content is not adequately explained. All unexpected content from a trusted source should be verified with that source prior to opening. Verification can be conducted by sending a separate follow-up email (not using the "reply" function), texting the alleged sender, or calling to validate that the email is from the correct source.
2. Being suspicious of clickbait headlines, which may be used to get employees to click on a link to go to a certain webpage, or malicious links. For example, if the domain of the link to which an employee is being directed does not match the purported company domain, then the link is fake.
3. Being suspicious of emails creating a false sense of urgency or quick response. For example, emails that warn employees of their account being closed or suspended unless immediate action is taken likely constitute a phishing attack.
4. Checking email and names of people they receive a message from to ensure they are legitimate.
5. Looking for inconsistencies or giveaways in emails. For example, grammar mistakes, capital letters, excessive number of exclamation marks may all be indicators of a phishing scam.
6. Never giving out account passwords or County and its Shared IT Services Partners credentials by email.
7. Contacting the County Department of Information Technology if a questionable email is received that may jeopardize the integrity of the County and/or Shared IT Services Partners' computer systems.

VII. **Employee Awareness and Training:**

The County Risk and Safety Committee shall work with the Department of Information Technology for the provision of cyber security training on an annual and ongoing basis. The County and Shared IT Services Partners shall provide the financial support necessary to provide the recommended education and training in support of the County's Cyber Liability Programming. The Department of Information Technology shall be responsible for providing the County and its Shared IT Services Partners with continuous, hands-on employee training on how to detect email phishing scams and other cyber technology threats to County and its Shared IT Services Partners' computer systems. Such training shall regularly inform County and its Shared IT Services Partners employees, interns and volunteers about new scam emails or viruses and ways to combat them. The Department of Information Technology shall periodically send out fake phishing emails to test employees' knowledge and awareness of phishing scams.

VIII. **Phishing Prevention and Reporting:**

"Phishing" is a cybercrime in which a target or targets are contacted by someone posing as a legitimate institution or person to lure individuals into providing confidential information, such as County Sensitive Information, that will be used for unlawful and malicious purposes. The purpose of this policy is to outline guidelines and processes for the identification, prevention, and reporting of phishing scams, which will help to preserve the security of the County of Warren's data and technology infrastructure.

1. **Email Security Measures to Prevent Phishing Attacks:**

To protect the County against phishing attacks via email, employees shall be educated to:

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- a. Avoid opening emails or attachments from an unknown, suspicious, or untrustworthy source, especially when the content is not adequately explained. All unexpected content from a trusted source should be verified with that source prior to opening. Verification can be conducted by sending a separate follow-up email (not using the "reply" function), texting the alleged sender, or calling to validate that the email is from the correct source.
- b. Be suspicious of clickbait headlines, which may be used to get employees to click on a link to go to a certain webpage, or malicious links. For example, if the domain of the link to which an employee is being directed does not match the purported company domain, then the link is fake.
- c. Be suspicious of emails creating a false sense of urgency or quick response. For example, emails that warn employees of their account being closed or suspended unless immediate action is taken likely constitute a phishing attack.
- d. Check email and names of people they receive a message from to ensure they are legitimate.
- e. Look for inconsistencies or giveaways in emails. For example, grammar mistakes, capital letters, excessive number of exclamation marks may all be indicators of a phishing scam.
- f. Never give out account passwords or County credentials by email. The County, or any credible website, shall not require you to share such information via email.
- g. If an Employee is not sure if an email they received is safe, the employee shall refer to the IT Help Desk and await further instruction.
- h. Comply with all other applicable policies, including, but not limited to, the County's Computer Use Policies.

2. Phishing Prevention:

To prevent the County's domain from being used in phishing scams, the Department of Information Technology shall, in addition to other security procedures required by other County policies, be responsible for:

- a. Implementing domain level email authentications so that receiving mail servers can verify that a message that claims to be from the County actually came from a domain authorized by the County.
- b. Implementing Domain Message Authentication Reporting and Conformance ("DMARC") which, among other things, will enable the County to
 - i. gather intelligence on how phishers and other scam artists may be misusing County domains, and
 - ii. instruct receiving email servers on how to treat unauthenticated messages that claim to be from the County's domain.
- c. Installing antivirus solutions, schedule signature updates, and require multi-step authentication to prevent hackers from gaining access to County assets.

3. Reporting a Phishing Attack:

- a. Employees must report perceived attacks, suspicious emails or phishing attempts as soon as possible to the Department of Information Technology.
- b. The Department of Information Technology shall be responsible for promptly investigating a reported phishing attack, resolving the issue, and notifying the County Administrator, the County Attorney (or Shared Services Corporate Counsel), and other County Employees of the status of the phishing attack and its remediation efforts, as appropriate.
- b. Phishing attacks should be reported by forwarding the original phishing message, with full message headers, to the County Department of Information Technology Help Desk email.
- c. The Department of Information Technology shall be responsible for providing cyber security incident information to users as soon as practicable.

IX. Vendor Management

Computer hardware and software vendors shall be required to adhere to the County and its Shared IT Services Partners' contractual terms and conditions as specified in "***The County of Warren Exhibit F: Supplemental Terms and Conditions: Hardware, Software, Coding and Cloud Computing***" herein attached as Exhibit D to this policy.

X. Enforcement

The Director of Information Technology shall work with County officials and Shared IT Services Partners to enforce the terms and conditions of this Computer Use Policy to include, but not be limited to the following:

1. **Non-Compliance:** Violations of this policy may lead to the suspension or revocation of system privileges and/or disciplinary action up to and including termination of employment. The County reserves the right to advise appropriate authorities of any violation of the law as may be identified by the terms and conditions of this policy.
2. **Exceptions:** Any exception to this policy must be approved by Director of Information Technology in partnership with the County Attorney.
3. **User Acknowledgement:** The Department of Information Technology shall be responsible for ensuring that a user acknowledgement or a non-disclosure agreement has been signed by all users acknowledging this Acceptable Use Policy before providing access to County's sensitive computing resources.
4. **Compliance Measurement:** The Department of Information Technology shall verify compliance with this policy through various methods, including, for example, business tool reports and audits.

EXHIBIT F

**Supplemental Terms & Conditions:
Computer Hardware, Software, Coding, and
Cloud Computing**

County of Warren, NY

(Version 1.03 eff. 4/21/2025)

The Contractor, for itself, its assignees, and successors-in-interest (hereinafter collectively referred to as "the Contractor") acknowledge and agree that if this Agreement involves the purchasing of computer hardware, purchase or licensing of software, or cloud computing services, then the Contractor agrees and accepts at these supplemental terms and conditions are incorporated into the parties' Agreement:

1. **Definitions:**

- a. **Computer Hardware:** The physical components of a computer system, including both internal devices that work together to enable a computer to process information, store data, and communicate with the user.
- b. **Data Breach:** A security incident where unauthorized individuals access or disclose confidential or sensitive information caused by intentional hacking or accidental events.
- c. **Data Security:** Measures taken to protect digital information from unauthorized access, corruption or theft throughout the digital information's lifecycle.
- d. **Intellectual Property:** A creation of the mind such as inventions, literary works, artistic works, program coding or pictorial images to which one has legal rights to and for which one may apply for a patent, copyright or trademark.
- e. **Personal Data:** Information specific to an individual that may directly or indirectly identify them by an identification number, location data, physiological, genetic, mental, commercial, cultural or social identity.

2. **Responsibilities of the Parties (Hardware & Software):** The Contractor shall work with the County's Information Technology staff to design and install hardware and/or software systems that are in conformance with County IT infrastructure and programming including data security protocols. The County shall take possession of the management and control of the product and/or services provided under this agreement upon the accepted completion of the project and shall assume full responsibility for the County's content maintenance and administration.

3. **Representations and Warranties.**

a. **Contractor's Warranties.** The Contractor represents and warrants as follows:

- i. **Authority.** The Contractor has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein, including without limitation, the right to license any ancillary

or third party programs licensed to the County under this Agreement, and the Contractor's performance of this Agreement does not violate or conflict with any agreement to which the Contractor is a party; The Contractor further represents that there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement;

ii. **Conformance to Specifications.** All Services and Deliverables shall materially conform to the Specifications during the Term;

iii. **Non-Infringement.** The Services and the Deliverables (excluding any of the County's Property) shall not infringe upon or violate the intellectual property rights of any third party;

iv. **No Offshore Work.** The Contractor further warrants that all Services shall be performed and rendered within the continental United States. In particular, the Contractor warrants that it shall not transmit or make available any Confidential Information of the County, to include Personal Data, or County Property to any entity or individuals outside the continental United States;

v. **Documentation; Material Diminution in Features.** The Documentation shall be complete and accurate so as to enable a reasonably skilled person to effectively use all of its features and functions without assistance from the Contractor and, on each date on which Contractor delivers it to the County, the Documentation is Contractor's most current version thereof; provided that, without the prior written approval of the County, in no event shall any Documentation reflect a material diminution in the form, features or functionality of the Services from that originally licensed under this Agreement, and, accordingly, the Contractor shall not change the form, features or functionality in any material adverse manner from that originally licensed under this Agreement;

vi. **Assignment of Warranties.** The Contractor hereby assigns and agrees to deliver to the County all representations and warranties received by the Contractor from its third-party licensors and suppliers;

vii. **Viruses and Destructive Code.** The Contractor shall use reasonable efforts to ensure the Services and Deliverables do not include or transmit any viruses, Trojan Horses, worms, spyware, or other similarly destructive or malicious code;

viii. **Legal and Accreditation Requirements.** The Services currently comply with all other existing federal, state and local laws; and the Contractor shall provide the County with the functionality necessary for the County to comply with all new, amended, or otherwise modified laws, applicable to the Services at no additional charge to The County;

EXHIBIT F

**Supplemental Terms & Conditions:
Computer Hardware, Software, Coding, and
Cloud Computing**

County of Warren, NY

(Version 1.03 eff. 4/21/2025)

ix. **Compliance with Privacy Policy, Laws, and Regulations.** The Contractor shall comply with all applicable laws and regulations in its performance of this Agreement, including, but not limited to, all local, state, federal, and international privacy, confidentiality, consumer protection, advertising, electronic mail, data security, data destruction, and other similar laws, rules, and regulations, whether in effect now or in the future;

x. **Known Performance Issues.** There is no existing pattern or repetition of customer complaints regarding the Services and Deliverables, including functionality or performance issues, and that the Contractor's engineers have not currently identified any repeating adverse impact on the Services or Deliverables, including functionality or performance, for which the root cause is believed to be a flaw or defect in the Services or Deliverables. The foregoing warranty shall not extend to any specifications provided by the County;

xi. **Computer Hardware.** Contractor warrants that, under normal use and service, the Computer Hardware shall be free from defects in material and workmanship for a period of sixty (60) days after delivery and acceptance of the Computer Hardware to the County. The foregoing warranty shall not apply to consumables or portions of the Computer Hardware that are expendable by their nature;

i. If the Computer Hardware fails to meet the warranties of Section xi and the County gives Contractor written notice thereof during the warranty period, the Contractor may correct the failure by repair, replacement, or adjustment; or at the County's option and sole discretion, the Contractor may take back the computer hardware and return the purchase price to the County within thirty (30) after the County provides the Contractor written notice of the defect, whereupon the Contractor shall have no further obligation to the County;

ii. The County shall be solely responsible for the selection, use, efficiency, and suitability of the Computer Hardware; and

iii. The Contractor shall not be liable to County for the warranty provisions of this Section xi, if: Modifications are made to the Computer Hardware by other than the Contractor; Attachments, features, or devices are employed on the Computer Hardware that are not supplied by the Contractor and are not approved in writing by the Contractor; Other than the current version of the operating system software available from the Contractor is used on the Computer Hardware; or the computer hardware is subject to misuse or abuse.

b. **The County's Warranty.** The County represents and warrants that the County shall have the full power to enter into and perform this Agreement and to make the grant of rights contained herein, and the County's performance of

this Agreement shall not violate or conflict with any agreement to which The County is a party.

4. **The County's Property.** "The County's Property" means any property or intellectual property provided by the County, or its agents, to the Contractor for use in connection with the Services, including, but not limited to, any data, images, programming, computer code, photographs, illustrations, graphics, audio clips, video clips, or text. The County grants the County a non-exclusive, non-transferable, non-sublicensable, terminable at-will license to use the County's Property solely for the County's benefit in performing the Services. Upon the County's written request or upon expiration of this Agreement or termination of this Agreement for any reason, the foregoing license shall immediately terminate. All County Property shall be deemed County Confidential Information.

5. **Confidentiality.**

a. **Confidential Information.** Except as provided in Exhibit B, section 19, and Exhibit E (Standard Business Associate Agreement), each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the "Disclosing Party") to the other ("Receiving Party") including, without limitation, (i) source code, prices, trade secrets, databases, designs and techniques, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials; and (ii) any unpublished information concerning research activities and plans, customers, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, information relating to the County's customers, business partners, and personnel, Personal Data (as defined below), and unpublished financial information, including information concerning revenues, profits and profit margins will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"), provided, however, that Work Product assigned to the County pursuant to this Agreement shall be Confidential Information of the County.

b. **Exclusions.** Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure

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agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party; (c) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.

c. **Treatment of Confidential Information.** Each Party recognizes the importance of the other's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 3 and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance, which shall not be less than the standard of care imposed by applicable laws and regulations relating to the protection of such information and, in the absence of any legally imposed standard of care, the standard shall be that of a reasonable person under the circumstances; (b) the Receiving Party may disclose or provide access to its responsible employees who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and for so long as it possesses Confidential Information of the Disclosing Party, it will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to any agreements with employees and agents who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees and agents protect the confidentiality of Confidential Information. The Receiving Party will instruct and require its employees and agents not to disclose Confidential Information to third

parties, including without limitation customers, subcontractors or consultants, without the Disclosing Party's prior written consent; and will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

d. **Personal Data.** In connection with this Agreement and performance of the Services, The Contractor may be provided or obtain, from the County or otherwise, Personal Data, as defined below, pertaining to the County's personnel, directors and officers, agents, subcontractors, investors, and customers and (ii) may need to process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. For purposes of this Agreement, "Personal Data" shall mean any information relating to an identified or identifiable individual. For the avoidance of doubt, Personal Data shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") § 6801 et seq.), "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d), "cardholder information" under the Payment Card Industry ("PCI") Data Security Standard, and "Personal Data" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data. "Process" or "Processing" shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.

e. **Treatment of Personal Data.** Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this section, during the Term and thereafter in perpetuity, The Contractor will not gather, store, log, archive, use or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent or otherwise transfer any Personal Data to any third party, except as expressly required to perform its obligations under this Agreement or as The Contractor may be expressly directed in advance in writing by the County. The Contractor represents, covenants, and warrants that the Contractor will use Personal Data only in compliance with (i) this Agreement, (ii) the County's current privacy policy, Warren County Policy for Red Flags Identity Theft Prevention, Resolution 485 of 2024, effective December 20, 2024, available at www.warrencountyny.gov/MMA, and (iii) all applicable local,

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state, federal, and international laws and regulations (including but not limited to all current and future laws and regulations relating to privacy, confidentiality, consumer protection, advertising, electronic mail, data security, data destruction, and other similar laws, rules, and regulations). The Contractor will immediately notify the County of any actual or suspected breach of confidentiality or security with regard to Personal Data. At no additional charge or cost to the County, The Contractor will fully cooperate with the County in investigating the breach, including, but not limited to, the provision of system, application, and access logs, conducting forensics reviews of relevant systems, imaging relevant media, and making personnel available for interview. On notice of any actual or suspected breach, the Contractor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the breach in accordance with industry best practices. In the event any breach of security or confidentiality with regard to Personal Data by the Contractor or its agents requires notification to an individual under any law, rule, or regulation, the County will have sole control over the timing, content, and method of notification and the Contractor will promptly reimburse the County for all costs and expenses incurred as a result of the breach, including but not limited to, notice, print and mailing costs, and the costs of obtaining credit monitoring services and identity theft insurance for the individuals whose Personal Data was or may have been compromised. At no charge to the County, The Contractor will cooperate with the County and any regulator or other governmental entity having jurisdiction over the County or the Personal Data relating to the Contractor's performance of this Agreement and possession and use of the Personal Data.

f. **Retention of Personal Data.** The Contractor will not retain any Personal Data for any period longer than necessary for the Contractor to fulfill its obligations under this Agreement. As soon as the Contractor no longer needs to retain such Personal Data in order to perform its duties under this Agreement, the Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.

g. **Compelled Disclosures.** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than

five (5) business days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

h. **Return of Confidential Information.** On the County's written request or upon expiration or termination of this Agreement for any reason, the Contractor will promptly: (a) return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing the County's Confidential Information; and (b) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request from the documents and materials referred to in subparagraph (a), and provide a notarized written statement to the County certifying that all documents and materials referred to in subparagraphs (a) and (b) have been delivered to the County or destroyed, as requested by the County. On termination or expiration of this Agreement, the County shall return or destroy all The Contractor Confidential Information (excluding items licensed to the County hereunder or that are required for use of the Deliverables), at The Contractor's option.

i. **Non-Exclusive Equitable Remedy.** Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies and may seek and obtain injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss or posting of a bond or other security, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 3 will constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.

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6. **Data Security:** The Contractor will maintain and enforce safety and physical security procedures with respect to its access, use, and possession of the County's Confidential Information, including Personal Data, that are (a) at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of such information. Without limiting the generality of the foregoing, The Contractor will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access the Contractor's systems or the information found therein. The Contractor will periodically test its systems for potential areas where security could be breached. The Contractor will immediately report to the County any breaches of security or unauthorized access to the County's Confidential Information, including Personal Data, that the Contractor detects or becomes aware of. The Contractor will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to the County a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting the Confidential Information, including Personal Data. The Contractor shall provide the County all written details regarding the Contractor's internal investigation regarding any security breach. Upon the County's request, the Contractor will provide a second more in-depth investigation and results of findings. The Contractor agrees not to notify any regulatory authority nor any customer or consumer, on behalf of the County, unless the County specifically requests in writing that the Contractor do so. The Contractor and the County will work together to formulate a plan to rectify all security breaches. At a minimum, the Contractor represents, promises and warrants that it shall adhere to the global data protection and privacy laws and their security protocols including, but not limited to the following: General Data Protection Regulation (GDPR); Health Insurance Portability and Accountability Act (HIPAA); Gramm-Leach-Bliley Act (GLBA); and Federal Information Security Management Act (FISMA). The County in the event of a security breach due to the negligence, malicious actions, omissions, or misconduct of the Contractor, the Contractor, as the data custodian of the security breach, will comply and be financially responsible for all remediation efforts as required by applicable federal and state law suffered by the County in the provision of the product and/or services provided.

7. **Intellectual Property:** Intellectual property in the hardware and/or software or other works created or licensed

by the Contractor, including all software source code, documents, and materials used in performing services will remain the property of the Contractor. Contractor property specifically excludes County content. The County shall not license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Contractor property in any way, except as specifically provided in Exhibit A's Scope of Work.

The Contractor grants the County a nontransferable, nontransferable, nonexclusive, non-assignable license to access and use Contractor property associated with any valid and effective Scope of Work provided in Exhibit A for the term of the agreement stated. The Contractor agrees to provide periodic updates to the product and service provided in accordance with County IT standards.

8. **Contractor Support:** The Contractor shall provide support for the product and/or services stated in Exhibit A of this agreement. The County as a government agency reserves the right to obtain emergency services, as needed, and at the agreed upon price structure outlined within Exhibit A, if the County identifies the support for the need for the product and/or services to be an emergency as defined by section 103(4) of the General Municipal Law

9. **Termination Assistance Services.** Upon the expiration of this Agreement or its termination by either Party for any reason, including the breach of this Agreement by the other Party, the rights of the County shall in any and all events be provided as set forth in this Section ("**Termination Assistance Services**"). Unless the Parties have specifically agreed upon a termination transition plan prior to the time of termination (the "**Termination Transition Plan**"), the rights of the County upon any termination shall be as set forth in this Section. If a Termination Transition Plan has been agreed to, then the rights of the County upon any expiration or termination of this Agreement shall be as set forth in the most recent approved Termination Transition Plan, and also as set forth in this Section. In the event of any inconsistency between this Section and the applicable Termination Transition Plan, this Section shall govern. If no Termination Transition Plan has been agreed to by the Parties at the time of any termination of this Agreement, then the Contractor shall continue to perform the services under the Agreement, at performance standards and service levels in effect at the time of termination or expiration, as well as the transition assistance services, which services shall be provided as set forth in this Section. The Contractor shall provide the County with all of the services and all of the transition services as provided in this Section and in the then most recent version

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of the Termination Transition Plan, if any. The duty of the Contractor to provide such services shall be conditioned on the County continuing to comply with its obligations under the Agreement, including payment of all fees. The Contractor shall have no right to withhold or limit its performance or any of such transition services on the basis of any alleged breach of this Agreement by the County, other than a failure by the County to timely pay the amounts due hereunder during the transition period. The County shall have the right to seek specific performance of this Section in any court of competent jurisdiction and the Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties. The Contractor will (i) meet with the County as soon as practicable after a notice of termination or notice of a decision to not extend this Agreement has been given, to discuss any potential modifications to the then most current Termination Transition Plan, if any, (ii) use all commercially reasonable efforts to assist the County effecting a transition of the services provided by the Contractor hereunder, in accordance with industry best practices, to the County or another vendor chosen by the County, and (iii) be compensated for all transition related services and costs by payment by the County in accordance with the rates set forth in this Agreement. The Contractor will provide transition services for a period defined in the Termination Transition Plan, if any, but in no event less than six (6) months following the expiration or termination of this Agreement. Thereafter, the Contractor shall provide extensions of transition support services as requested by the County in serial thirty (30) day extension terms for up to an additional six (6) months. The total period of transition support services, including all extensions provided for herein, shall not exceed twelve (12) months.

10. **Marketing:** The Contractor must receive prior written permission from the County before identifying the County, using any of its identifying information including logos and County specific services, and any of the product and/or services provided under Exhibit A of this agreement.

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: County Attorney

DATE: 1/30/26

- (a) Purpose of Request: **Introducing Proposed Local Law No. 4 of 2026 entitled “A Local Law Amending and Updating Local Law No. 2 of 2022, ‘A Local Law Amending and Updating Local Law No. 6 of 2021, A Local Law Amending and Updating Local Law No. 5 of 2021, A Local Law Amending and Updating Local Law No. 6 of 2014, Warren County Ethics and Disclosure Law,’”**
- (b) Details: **Amending and updating the Warren County Ethics and Disclosure Law to conform with Article 18 of the General Municipal Law, modify definitions and update the Financial Disclosure Statement form, as well as other amendments**
- (c) Previous Resolution Number: **353 of 2022**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

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

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 317 OF 2022

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

INTRODUCING PROPOSED LOCAL LAW NO. 2 OF 2022, ENTITLED "A LOCAL LAW AMENDING AND UPDATING LOCAL LAW NO. 6 OF 2021, 'A LOCAL LAW AMENDING AND UPDATING LOCAL LAW NO. 5 OF 2021, A LOCAL LAW AMENDING AND UPDATING LOCAL LAW NO. 6 OF 2014, WARREN COUNTY ETHICS AND DISCLOSURE LAW'"

RESOLVED, that proposed Local Law No. 2 of 2022 entitled "A Local Law Amending and Updating Local Law No. 6 of 2021, *'A Local Law Amending and Updating Local Law No. 5 of 2021, A Local Law Amending and Updating Local Law No. 6 of 2014, Warren County Ethics and Disclosure Law,'*" attached hereto and made a part hereof, be, and the same hereby is, introduced before the Warren County Board of Supervisors, and in order to give interested members of the public the opportunity to be heard thereon, the Board of Supervisors shall hold a public hearing in the Supervisors' Rooms in the Warren County Municipal Center on the 15th day of July, 2022, at 10:00 a.m., on the matter of the adoption of said proposed Local Law No. 2 of 2022, and be it further

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

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COUNTY OF WARREN
LOCAL LAW NO. 6 OF 2021

"A LOCAL LAW AMENDING AND UPDATING LOCAL LAW NO. 25 OF 2022, A LOCAL LAW AMENDING AND UPDATING LOCAL LAW NO. 56 OF 2021, WARREN COUNTY ETHICS AND DISCLOSURE LAW"

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

SECTION 1. Title. This Local Law shall be entitled "A Local Law Amending and Updating Local Law No. 25 of 2022, A Local Law Amending and Updating Local Law No. 56 of 2021, Warren County Ethics and Disclosure Law."

SECTION 2. Purpose. To update the Local Law to reflect Article 18 of the General Municipal Law provisions and to amend the Financial Disclosure Form included as "Appendix B" in the Warren County Ethics and Disclosure Law intended to ensure that officers and employees of Warren County hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official powers and duties. The Board of Supervisors recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This code of ethics establishes those standards.

SECTION 3. Definitions.

(a) "Board" means Warren County Board of Supervisors.

(b) "Code" or "Code of Ethics" means this Code of Ethics.

(c) "Contract": means any claim, account or demand against or agreement with a municipality, express or implied, and shall include the designation of a depository of public funds and the designation of a newspaper, including but not limited to an official newspaper, for the publication of any notice, resolution, ordinance, or other proceeding where such publication is required or authorized by law.

(d) "Interest" means a direct or indirect financial or material benefit accruing to a municipal officer or employee as a result of a contract with the municipality which such officer or employee serves, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers. A municipal officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or a member of their household, is an owner, partner, member, director, officer, employee, or directly, collectively, directly or indirectly owns or controls more than fifty five percent (50%) of the organization's outstanding stock, or any other form of ownership in the organization.

(e) "Municipality" means a county, city, town, village, school district, consolidated health district, county vocational education and extension board, public library, board of cooperative educational services, urban renewal agency, a joint water works system established pursuant to chapter six hundred fifty-four of the laws of nineteen hundred twenty-seven, or a town or county improvement district, district corporation, or other district or a joint service established for the purpose of carrying on, performing or financing one or more improvements or services intended to benefit the health, welfare, safety or convenience of the inhabitants of such governmental units or to benefit the real property within such units, an industrial development agency but shall have

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no application to a city having a population of one million or more or to a county, school district, or other public agency or facility therein, and shall include Adirondack Community College.

- (f) "Municipal officer or employee" means an officer or employee of a municipality, whether paid or unpaid, including members of any administrative board, commission or other agency thereof and in the case of a county, shall be deemed to also include any officer or employee paid from county funds. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief.
- (e)(g) "Sporadic" means less than four times during any twelve (12) month period.
- (e) "Relative" means a person's spouse, child, step-child, step-parent, or other person living in the same household as the municipal officer or employee, or any person who is a direct descendant of the grandparents of such person or the spouse of such person, or dependent.
- (f) "Spouse" means a husband or wife of the municipal officer or employee unless living separate and apart in contemplation of divorce or formal separation with the intention of terminating the marriage, or separated pursuant to either a judicial order, decree or judgment, or a legally binding separation agreement.

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SECTION 4. Applicability. This code of ethics applies to the officers and employees of Warren County, and shall replace and supersede all Warren County Code of Ethics, dated 2014, and 2021, and 2022. The provisions of this code of ethics shall apply in addition to all applicable State and local laws relating to conflicts of interest and ethics including, but not limited to, Article 18 of the General Municipal Law and all rules, regulations, policies and procedures of Warren County.

SECTION 5. Prohibition on use of municipal position for personal or private gain. No municipal officer or employee shall use his or her municipal position or official powers and duties to secure a financial or material benefit for himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.

SECTION 6. Disclosure of interest in legislation and other matters.

- (a) Whenever a matter requiring the exercise of discretion comes before a municipal officer or employee, either individually or as a member of a board, and disposition of the matter could result in a direct or indirect financial or material benefit to himself or herself, a relative, or any private organization in which he or she is deemed to have an interest, the County officer or employee shall refrain from the exercise of discretion in the matter.
- (b) The County officer or employee shall also disclose in writing the nature of the interest by completing the Outside Interest Form as provided by Section XX. The disclosure shall be made when the matter requiring disclosure first comes before the County officer or employee, or when the County officer or employee first acquires knowledge of the interest requiring disclosure, whichever occurs first earlier.
- ~~In the case of a person serving as an elective office municipal officer elected to a public office, the disclosure shall be filed with the County Attorney and filed with the Clerk of the Board of Supervisors shall be provided to the Board of Ethics for a proactive review and consultation should a conflict exist within sixty (60) days of the notice being filed.~~
- ~~In the case of all municipal officers and employees not elected to a public office, all other cases, the written disclosure shall be filed with the person's supervisor or, if the person does not have a supervisor, the disclosure shall be filed with the County officer, employee or board having the power to appoint to the person's position. However, in the case of any municipal officer or~~

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~~employee not elected to a public office, but appointed to serve on any municipal board or committee, then a copy of the written disclosure shall also be filed with the Clerk of the Board of Supervisors.~~

- (c) ~~All written disclosures filed with the Clerk of the Board of Supervisors shall be made public at the next scheduled meeting of the Board of Supervisors through publication and must be included in the minutes of the meeting.~~

SECTION 715. Interests in Contracts Prohibited.

- (a) No Warren County officer or employee may have an interest in a contract with Warren County that is prohibited by sections 801 and 802 of the General Municipal Law.
- (b) Every Warren County officer and employee shall disclose an interests in any County contracts with Warren County at the time and in the manner required by section 803 of the General Municipal Law.

SECTION 78. Outside Interest Form.

- (a) Any County officer employee that engages in any outside activity with any business entity, for-profit or not-for-profit, or maintains any financial relationship with Warren County as an employee, contractor, consultant, owner, partner, Board member, or passive investor shall complete and file an Outside Interest Form, as provided at Appendix "C."
- (b) Any County officer or employee that provides to or receives from Warren County any client referrals, either individually or for the benefit of any business entity as provided by Section 8(a) above, shall complete and file an Outside Interest Form, as provided at Appendix "C."
- (c) Any County officer or employee that competes with Warren County or any of its departments or offices, either individually or for the benefit of any business entity as provided by Section 8(a) above, shall complete and file an Outside Interest Form, as provided at Appendix "C."
- (d) In the case of a person serving as a municipal officer elected to a public office, the Outside Interest Form shall be filed with the Clerk of the Board of Supervisors.
- (e) In the case of all municipal officers and employees not elected to a public office, the Outside Interest Form shall be submitted to filer's Department Head or, if the filer does not have a Department Head, then the Outside Interest Form shall be filed with the County officer, employee or board having the power to appoint to the person's position, with a copy filed with the County Attorney.
- (f) In the case of any County officer or employee appointed to serve on any municipal board or committee, then a copy of the Outside Interest Form shall be filed with the Clerk of the Board of Supervisors.
- (a)(g) All Outside Interest Forms filed with the Clerk of the Board of Supervisors shall be made public at the next scheduled meeting of the Board of Supervisors through publication and shall be included by reference in the minutes of the meeting.

~~If any Warren County officer or employee or immediate family member is currently or plans to be in the future an employee, Board member, consultant, owner, contractor or even a passive investor of an entity that engages in any business or maintains any relationship with Warren County; provides to or receives from Warren County any client referrals or competes with Warren County, they must fill out an Outside Interest Form in the office of the Warren County Attorney, and a copy of the completed Form must be provided to the~~

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Board of Ethics. Annexed hereto and made a part hereof as Appendix "C" is a sample copy of the Outside Interest Form.

Section 9: Annual Financial Disclosure Statements.

(a) All County officers and employees shall comply with the requirements set forth by General Municipal Law, Article 18, and any amendments or revisions related to the filing of financial disclosure statements.

(a)(b) Officers and employees required to file. The officers and employees of Warren County as set forth below and more particularly but not necessarily exhaustively set forth on a representative list of such officers and employees annexed and incorporated herein as Appendix "A", shall be required to sign and file an annual financial disclosure statement. The form annual financial disclosure statement is annexed hereto and incorporated herein as Appendix "B". The Board of Ethics as established under Section 108 hereof shall enforce such filing requirements, and shall have the authority to review the annual disclosure statements, request additional information from filers, and shall do so within sixty (60) days of the filing due date and as needed to determine questions that may arise under this law. All officers and employees shall comply with General Municipal Law Article 18 and any amendments or revisions relative to the filing of financial statements.

- (a) Elected officials; and
- (b) The heads of any agency, department, division, council, board, commission, authority or bureau of Warren County and their deputies and other persons authorized to act on their behalf who make policy decisions; and
- (c) Officers and employees who hold policymaking positions, including members of boards, commissions and public authorities of Warren County. A person shall be considered to hold a policymaking position if he or she meets the following criteria, based either on the powers and duties of the position held by the person as set forth in the job description or any applicable law or regulation, or based on the actual duties performed by the person:
 - (1) he or she has been determined to be managerial pursuant to Civil Service Law §201(7) because he or she formulates policy; or
 - (2) he or she is in the non-competitive class under §2.2 of the rules and regulations of the New York State Department of Civil Service, provided that the person holds a position that is designated in any applicable rules and regulations promulgated by the county civil service commission or County Personnel Officer pursuant to Civil Service Law §20, on the basis that the position requires the performance of functions influencing policy; or
 - (3) he or she exercises responsibilities of a broad scope in the formulation of plans for the implementation of goals or policy for a county agency or acts as an advisor to an individual in such a position, and
- (d) Officers and employees having discretionary authority with respect to:
 - (1) Contracts, leases, franchises, concessions, permits, or licenses; or
 - (2) The purchase, sale, rental, or lease of real property, personal property, or services, or a contract therefore; or
 - (3) The obtaining of grants of money or loans; or
 - (4) Inspections; or
 - (5) The adoption or repeal of any rule or regulation having the force and effect of law, and

(b)(c) Time and place for filing. The annual disclosure statements shall be filed with the office of the County Attorney no later than the 31st of January each year. This filing may be completed electronically or hard copy as a fillable form, with a copy of certification of completion of the

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~~Warren County electronic ethics training.~~ A complete list of filings shall be provided to the Board of Ethics members by February 14th of each year, or within fifteen (15) days after the Board of Ethics has been appointed and sworn. Late or missing submissions shall be followed up on by the Board of Ethics with the assistance of the County Attorney's Office. After April 30th of each year ~~ninety (90) days~~, notification of any unfiled outstanding or incomplete filings shall be sent to the County Administrator and members of the Board of Supervisors. Disclosure statements must be updated during the year as circumstances warrant.

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SECTION ~~§10.~~ Recusal and abstention.

- (a) ~~No County officer or employee may directly or indirectly participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting on it, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any private organization in which he or she is deemed to have an interest. Any interest requiring recusal must also be set forth on the filer's Financial Disclosure Statement, and may require the filing of an updated form.~~
- (b) ~~Any County officer or employee recusing from a matter should report the interest which caused the recusal upon an Outside Interest Form, as required by Section 6.~~
- (c) In the event that this section prohibits a municipal officer or employee from exercising or performing a power or duty:
- (1) if the power or duty is vested in a municipal officer as a member of a board, then the power or duty shall be exercised or performed by the other members of the board; or
 - (2) if the power or duty that is vested in a municipal officer individually, then the power or duty shall be exercised or performed by his or her deputy or, if the officer does not have a deputy, the power or duty shall be performed by another person to whom the officer may lawfully delegate the function.
 - (3) if the power or duty is vested in a municipal employee, he or she must refer the matter to his or her immediate supervisor, and the immediate supervisor shall designate another person to exercise or perform the power or duty.

SECTION 911. Prohibition inapplicable: disclosure, recusal and abstention not required.

- (a) This Code's prohibition on use of a municipal position (section 5), disclosure requirements (sections ~~6, and 7, 8 and 9~~), and requirements relating to recusal ~~and abstention~~ (section ~~10~~), shall not apply with respect to the following matters:
- (1) adoption of Warren County's annual budget;
 - (2) any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:
 - (i) all municipal officers or employees;
 - (ii) all residents or taxpayers of the municipality or an area of the municipality; or
 - (iii) the general public;
 - (3) any matter that does not require the exercise of discretion.
- (b) ~~Recusal and abstention shall not be required with respect to any matter:~~
- (1) which comes before the Warren County Board of Supervisors or standing Committee or Special Committee thereof when a majority of the board's or committee's total membership would otherwise be prohibited from acting by section ~~§10~~ of this Code;
 - (2) which comes before a municipal officer when the officer would be prohibited from acting by section ~~108~~ of this code and the matter cannot be lawfully delegated to another person.

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SECTION 120. Investments in conflict with official duties.

- (a) No Warren County officer or employee may acquire the following investments:
- (1) investments that can be reasonably expected to require more than Sporadic (i.e. three to four (3-4) times per year) recusal and abstention under section 89 of this Code; or
 - (2) investments that would otherwise impair the person's independence of judgment in the exercise or performance of his or her official powers and duties.
- (b) This section does not prohibit a Warren County officer or employee from acquiring any other investments or the following assets:
- (1) real property located within Warren County and used as ~~his or her~~ personal primary residence;
 - (2) less than five percent (5%) of the stock of a publicly traded corporation; or
 - (3) bonds or notes issued by a municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

SECTION 131. Private employment in conflict with official duties.

- (a) No Warren County officer or employee, during his or her tenure as a municipal officer or employee, may engage in any private employment, including the rendition of any business, commercial, professional or other types of services, and including serving as a Board member, consultant, contractor or passive investor of an entity that engages in any business or maintains any relationship with Warren County, provides to or oversees from the County any client referrals or competes with the County when the employment or activity:
- (1) can be reasonably expected to require more than sporadic recusal and abstention pursuant to sections 89 and 110 of this code;
 - (2) can be reasonably expected to require disclosure or use of confidential information gained through service by reason of serving as a municipal officer or employee;
 - (3) violates section 805-a(1)(c) of the General Municipal Law which prohibits receiving, or entering into any agreement, express or implied, for compensation for services rendered in relation to any matter before any municipal agency of which they are an officer, member, or employee or of any municipal agency over which they have jurisdiction or to which they have the power to appoint any member, officer or employee; or,
 - (3)(4) violates section 805-a(1)(d) of the General Municipal Law which prohibits receiving, or entering into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of their municipality, whereby their compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered; or
 - (4)(5) requires representation of a person or organization other than Warren County in connection with litigation, negotiations or any other matter to which Warren County is a party.
- ~~(b)(a) Outside Interest Form. If any Warren County officer or employee or immediate family member is currently or plans to be in the future an employee, Board member, consultant, owner, contractor or even a passive investor of an entity that engages in any business or maintains any relationship with Warren County, provides to or receives from Warren County any client referrals or competes with Warren County, they must fill out an Outside Interest Form in the office of the Warren County Attorney, and a copy of the completed Form must be provided to the Board of Ethics. Annexed hereto and made a part hereof as Appendix "C" is a sample copy of the Outside Interest Form.~~

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SECTION 142. Future employment.

- (a) No Warren County officer or employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the Warren County officer or employee, either individually or as a member of a board, while the matter is pending or within the thirty (30) days following final disposition of the matter.
- (b) No Warren County officer or employee, for the two-year period after serving as a Warren County officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the Warren County office, board, department or comparable organizational unit for which ~~they~~ or she serves.
- (c) No Warren County officer or employee, at any time after serving as a Warren County officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which ~~they~~ or she personally and substantially participated while serving as a Warren County officer or employee.

SECTION 135. Personal representations and claims permitted. This Code shall not be construed as prohibiting a Warren County officer or employee from:

- (a) representing himself or herself, or ~~their~~ or her spouse or minor children before Warren County; or
- (b) asserting a claim against Warren County on ~~their~~ or her own behalf, or on behalf of ~~their~~ or her spouse or minor children.

SECTION 146. Use of Warren County resources.

- (a) Warren County resources shall be used for lawful Warren County purposes. Warren County resources include, but are not limited to, municipal personnel, and Warren County's money, vehicles, equipment, materials, supplies or other property. Warren County resources includes the County's computer data network, to include but not limited to the use of County hardware to access the County computer data network, as governed by the County's Computer Use policy, which is incorporated by reference herein.
- (b) No Warren County officer or employee may use or permit the use of Warren County resources for personal or private purposes, but this provision shall not be construed as prohibiting:
 - (1) ~~The~~ use of Warren County resources authorized by law or municipal policy;
 - (2) ~~The~~ use of Warren County resources for personal or private purposes when provided to a Warren County officer or employee as part of his or her compensation; or
 - (3) ~~The~~ occasional and incidental use during the business day of Warren County telephones and the computer data networks for necessary personal matters such as family care and changes in work schedule.
- (c) ~~No Warren County officer or employee shall cause Warren County to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel.~~
- (d) ~~All Warren County officers and employees shall take a computerized ethics training course. This training provides guidance regarding your outside activities while under County employment. A certification of this training shall be filed with your supervisor annually no later than January 31st or within ten (10) days of employment with Warren County.~~

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SECTION 15. Interests in Contracts.

- (b)(a) ~~No Warren County officer or employee may have an interest in a contract that is prohibited by section 801 of the General Municipal Law.~~

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- (c) ~~Every Warren County officer and employee shall disclose interests in contracts with Warren County at the time and in the manner required by section 803 of the General Municipal Law.~~

SECTION 167. Nepotism. Except as otherwise required by law:

- (a) No Warren County officer or employee shall induce others to hire a relative of the officer or employee.
- (b) No Warren County officer or employee, either individually or as a member of a board, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a Rrelative for any position at, for or within Warren County or a Warren County board, except:
- (1) A Department Head may undertake to appoint, hire, promote, discipline or discharge a relative if no other County officer or employee can undertake the action, and the action is undertaken in accordance with the Civil Service Law and Rules promulgated thereunder for competitive positions; or
 - (2) In all other cases, a Department Head may undertake to appoint, hire, promote, discipline or discharge a relative if no other County officer or employee can undertake the action, and the Department Head first obtains approval from the Board of Supervisors, ~~which may seek a written advisory opinion from the Board of Ethics, before undertaking the action.~~
- (c) No Warren County officer or employee may immediately or directly manage and/or supervise a Rrelative in the performance of a Rrelative's official powers or duties. If a Warren County officer or employee would be responsible for the management or supervision of a Rrelative, an alternative supervisory arrangement must be made and documented to manage and supervise the Rrelative; the management and supervision must be undertaken pursuant to Civil Service Law and Rules, if applicable, and any decision to appoint, hire, promote, discipline or discharge must be in accordance with subdivision (b) above.
- (d) Any Warren County officer or employee, or prospective officer or employee, may request a written advisory opinion from the Board of Ethics regarding the implementation of this Section.

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SECTION 178. Political Solicitations.

- (a) No Warren County officer or employee shall directly or indirectly to compel or induce a subordinate Warren County officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.
- (b) No Warren County officer or employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any Warren County officer or employee, or an applicant for a position as a Warren County officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

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SECTION 189. Confidential Information. No Warren County officer or employee who requires confidential information in the course of exercising or performing their his or her official powers or duties may disclose or use such information unless the disclosure or use is required by law, or in the course of exercising or performing their his or her official powers and duties.

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SECTION 1920. Gifts.

- (a) No Warren County officer or employee, their spouse, or other member of their household, shall solicit, accept or receive a gift in violation of section 805-a(1)(a) of the General Municipal Law as interpreted in this section.
- (b) No Warren County officer or employee, their spouse, or other member of their household, may directly or indirectly solicit any gift.
- (c) No Warren County officer or employee, their spouse, or other member of their household, may accept or receive any unsolicited gift, or multiple gifts from the same donor, individually or collectively, having an annual aggregate value of seventy-five dollars (\$75) or more when:
 - (1) the gift reasonably appears to be intended to influence the officer or employee in the exercise or performance of their his or her official powers or duties; or
 - (2) the gift could reasonably be expected to influence the officer or employee in the exercise or performance of their his or her official powers or duties; or
 - (3) the gift is intended as a reward for any official action on the part of the officer or employee.
- (d) For purposes of this section, a "gift" includes anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. The value of a gift is the gift's fair market value, determined by the retail cost of the item or a comparable item. The fair market value of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit is the face value of the ticket, or the actual cost to the donor, whichever is greater.
- (e) Aggregating multiple gifts from same donor. The determination of whether multiple gifts from a single donor exceeds seventy-five dollars (\$75) must be made by adding together the value of all gifts received from the donor by an officer or employee, their spouse and other members of their household, during the twelve-month period preceding the receipt of the most recent gift.
- (f) Presumptions for gifts.
 - (1) A gift to a Warren County officer or employee, their spouse, or a member of their household shall be presumed to be intended to influence the exercise or performance of their his or her official powers or duties when the gift is from a private person or organization that seeks Warren County action involving the exercise of discretion by or with the participation of the officer or employee.
 - (2) A gift to a Warren County officer or employee, their spouse, or a member of their household shall be presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained Warren County action involving the exercise of discretion by or with the participation of the officer or employee during the preceding twelve months.
- (g) This section does not prohibit any other gift, including:
 - (1) gifts made to Warren County;
 - (2) gifts from a person with a family or personal relationship with the officer or employee, their spouse, or a member of their household, when the circumstances make it clear that the personal relationship, rather than the recipient's status as a Warren County officer or employee, is the primary motivating factor for the gift;

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- (3) gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary;
- (4) unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;
- (5) awards and plaques having a value of ~~seventy-five dollars (\$75) less than~~ or less which are publicly presented publicly in recognition of service as a Warren County officer or employee, or in recognition of other service to the community unrelated to their position as a County officer or employee; or
- (6) meals and refreshments provided when a Warren County officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants; or
- (6)(7) receiving a prize or other item of value worth less than two-hundred and fifty dollars (\$250.00) which was received by the County officer or employee while in attendance at a job-related professional educational conference or program and all attendees were included in a blind drawing or could have been included in the blind drawing for the prize.

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SECTION 210. Board of Ethics.

- (a) There is hereby established a Board of Ethics for Warren County.
- (b) Composition. The Board of Ethics shall consist of five (5) primary members and up to two (2) alternate members. Alternate members shall serve in the event a primary member is unable to serve due to illness, unavailability, or when a conflict is presented, a majority of whom shall not be officers or employees of Warren County or a Municipality wholly or partially located in Warren County. One of the five,
- (c) Qualifications. All members shall be primary residents of the State of New York and Warren County at the time of appointment and during the entire term of appointment, in accordance with Public Officers Law and shall be selected. No member shall be a municipal an-appointed officer or employee of Warren County, one of the five members shall be an elected officer for a Municipality located in Warren County and the remaining three members shall be members of the public who are not elected or appointed officers or employees of Warren County or a for a Municipality located in Warren County. Members shall be selected based upon their demonstrated integrity, commitment to honesty, and selfless desire to serve the public.
- (d) Appointment. The members of the Board of Ethics shall be appointed by the Board of Supervisors and shall serve at the pleasure of the Board of Supervisors appointing authority,
- (e) Term. The term of appointment for members shall run with the term of the Board of Supervisors.
- (a)(f) Compensation. Members of the Board of Ethics and shall not receive no any salary, or compensation, or other employee benefits, for their services as members of the Board of Ethics. The Board of Supervisors may appoint alternate members for each member who shall serve in the event a member is unable to serve due to illness, unavailability or when a conflict is presented. Alternate members shall serve at the pleasure of the appointing authority and shall receive no salary or compensation for their services as members of the Board of Ethics.
- (b)(g) The Board of Ethics shall be a "public body" as defined by Public Officers Law § 102(2) and comply with the requirements of the Open Meetings Law Article 7, Public Officers Law.
- (e)(h) A member of the Board of Ethics shall not be an official, officer or committee person of a political party or hold any similar office or title in a political party.

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- (i) Advisory Opinions. The Board of Ethics shall render advisory opinions with respect to article 18 of the General Municipal Law and this code. Such advisory opinions must be rendered pursuant to a written request under such rules and regulations as the Board of Ethics may prescribe.
- (j) Recommendations on Amendments to Code. In addition, ~~the Board of Ethics may submit~~ make written recommendations to the Board of Supervisors regarding proposed amendments to the Code not more than once each calendar year with respect to the drafting and adoption of a Code of Ethics, or amendments to the Code of Ethics, upon the request of the Board of Supervisors.
- (k) Ethics Complaints. ~~The Board of Ethics may accept from the general public or any of its own members a written complaints or allegation of conflict of interest or violation of this Code by of any officer or employee of Warren County from any source. The Board of Ethics may initiate an investigation upon its own motion or upon receipt of a sworn complaint alleging a violation, and shall have the advice of legal counsel employed by the Board of Ethics, or if none, the Warren County Attorney or their designee municipality's legal counsel.~~
- (l) The board of ethics may establish such rules and policies that may be necessary for the proper discharge of its duties and may utilize the services of the Office of the Warren County Attorney for ministerial tasks and as the service and mailing address for the Board of Ethics.
- (f) This Ethics and Disclosure Policy shall be reviewed and updated as needed with the new term of each Board, at a minimum of every two years. As such, the members of the Board of Ethics shall serve for the same duration and coincide with the term of the members of the Board of Supervisors. The contact information for the members of the Board of Ethics shall be maintained in the County Attorney's Office.
- (g) Members of the Board of Ethics shall meet at least a minimum of twice a year to review annual financial disclosure statements and certifications of training and thereafter, as needed. Documentation of the meeting date and time shall be provided to the County Attorney and the Board of Supervisors.
- (h) Members of the Board of Ethics shall be appointed for the remainder of the current term within sixty (60) days of the effective date of this Local Law, and they shall comply with the Local Law immediately upon appointment.

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SECTION 22: Annual Ethics Training.

- (a) Every ~~All~~ Warren County officers and employees employed on January 1st shall complete take an annual computerized ethics training course no later than January 31st of each calendar year. Any officer or employee that begins employment after January 1st of the calendar year shall complete the annual ethics training within ten (10) calendar days following their first day of employment, and each year thereafter.
- (b) Their annual training shall provide instruction guidance regarding their legal and ethical obligations of County officers and employees while serving Warren County and the content of such training shall be determined by the County Administrator. ~~outside activities while under County employment.~~
- (c) The Director of Information Technology shall track and report to the County Administrator all employees which complete annual ethics training through the County's computer data network.
- (d) Department Heads supervising County employees without access to the County's computer data network shall report my name and title each employee which completed ethics training and the date completed. ~~A certification of this training shall be filed with your supervisor~~

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annually no later than January 31st or within ten (10) days of employment with Warren County.

SECTION 234. Posting and distribution.

- (a) The Warren County Clerk of the Board, Administrator or their his or her designee, must promptly cause a copy of this Local Law, and a copy of any amendment to this Local Law, to be posted publicly and conspicuously in each building under Warren County's control. The code must be posted within ten (10) days following the date on which the Local Law takes effect. An amendment to the Local Law must be posted within ten (10) days following the date on which the amendment takes effect. Prior to January 31st of each calendar year, the Clerk of the Board will confirm that the most current version of this Local Law remains posted publicly and conspicuously in each building under Warren County's control.
- (b) The Warren County Administrator or his or her designee must promptly cause a copy of this Local Law, including any amendments to the Local Law, to be distributed, electronically or in hard copy, to every person who is or becomes an officer and employee of Warren County, who must acknowledge receipt to their supervisor within ten (10) days. In addition, the outside interest form (Appendix C) must be returned, if applicable, to the County Attorney's Office.
- (c) A copy of this Local Law shall be provided to all new officers and employees within ten (10) days of employment or assuming office, as the case may be.
- (d) Every Warren County officer or employee who receives a copy of this Local Law or an amendment to the Local Law must acknowledge such receipt in writing or electronically. Such acknowledgments must be filed with the Clerk of the Warren County Board of Supervisors who must maintain such acknowledgments as a public record.
- (e) The failure to post this Local Law or an amendment to the Local Law does not affect either the applicability or enforceability of the Local Law or the amendment. The failure of a Warren County officer or employee to receive a copy of this Local Law of ethics or an amendment to the Local Law, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the Local Law or amendment to the Local Law.

SECTION 242. Enforcement. Any Warren County officer or employee who violates this Local Law may be reprimanded, censured, fined, suspended or removed from office or employment in the manner provided by law. Any County officer or employee who is being disciplined for violation of this Local Law must be referred by the officer's or employee's Department Head, supervisor or supervisor to the Board of Ethics for an opinion that will be added to the person's permanent personnel file.

SECTION 253. Severability. In the event that any provision of this Local Law shall be determined by a Court of Law to be illegal and/or unenforceable, the Local Law, to the extent the Courts have determined practical shall continue in full force and effect as if the said illegal or unenforceable provision were not contained a part thereof.

SECTION 264. Effective date. This Local Law shall take effect immediately upon filing with the Secretary of State.

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APPENDIX "A"

The following Warren County officers and employees shall file a financial disclosure statement as provided by the Warren County Code of Ethics:

- Supervisor, Warren County Board of Supervisors
- Clerk of the Warren County Board of Supervisors
- Deputy Clerk of the Warren County Board of Supervisors
- District Attorney
- Assistant District Attorney
- Public Defender
- Assistant Public Defender
- Warren County Administrator
- Assistant to the Warren County Administrator
- County Auditor
- County Treasurer
- Deputy County Treasurer
- Budget Officer
- Purchasing Agent
- Deputy Purchasing Agent
- Director of Real Property Tax Services
- Deputy Director of Real Property Tax Services
- County Clerk
- Deputy County Clerk
- County Attorney
- Assistant County Attorney
- Director, County Human Resources
- Personnel Officer
- Commissioners of Elections
- Deputy Commissioners of Elections
- Superintendent of Public Works
- Deputy Superintendent Public Works
- Deputy Superintendent Public Works/Operations
- Airport Manager
- Director of Probation
- Sheriff
- Undersheriff
- Lieutenant, Sheriff's Office
- Director of Public Health/Patient Services, Health Services
- Assistant Director Public Health
- Assistant Director Patient Services
- Director, Community Mental Health Services
- Assistant Director of Mental Health
- Commissioner of Social Services
- Deputy Commissioner of Social Services

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Appendix "A" con't

- Social Services Attorney
- Assistant Social Services Attorney
- Director Countryside Adult Home
- Director of Employment and Training
- Director of Tourism
- Director of Weights & Measures
- Director, Office for the Aging
- County Historian
- Warren County Planner
- Associate Warren County Planner
- Administrator, Fire Prevention and Building Code Enforcement
- Administrator, Self-Insurance
- Deputy Insurance Administrator
- Director, Veterans' Services Agency
- Director of Information Technology
- Director, Office of Emergency Services
- Fire Coordinator
- Executive Director Lake Champlain/Lake George Regional Planning Board
- Warren County Coroner
- Warren County Medical Examiner
- Director, Soil and Water Conservation District
- Members of the Board of Ethics

APPENDIX "B"

ANNUAL STATEMENT OF FINANCIAL DISCLOSURE
COUNTY OF WARREN FORM F-100
FOR 20 _____

1. General Information Name and Address

Last Name Middle Initial First Name

Title

Department or Agency

County Address

County Telephone

Primary Residence

2. Marital Status. If married, please give full name of spouse:

3. Provide name and age for each child or stepchild to have, from oldest to youngest. Please list the address for any child or stepchild that does not reside primarily at your primary residence:

	<u>FULL NAME:</u>	<u>AGE:</u>	<u>ADDRESS:</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____
E.	_____	_____	_____
F.	_____	_____	_____
G.	_____	_____	_____
H.	_____	_____	_____

(Please list any additional children on separate paper)

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4. Provide name and age for any person who is not listed under #2 or #3 above and resides with you at your primary residence. Please state your relationship to such person, such as "parent", "sibling," "significant other," "roommate" or other appropriate term.

FULL NAME: _____ AGE: _____ RELATIONSHIP: _____

A. _____

B. _____

C. _____

(Please list any additional children on separate paper)

2.5. Does any relative currently work for Warren County? If so, please provide the name(s) of the relative, the name of the County department, the relative's title and the date of hire.

FULL NAME: _____ DEPARTMENT: _____ TITLE: _____ Date of Hire: _____

A. _____

B. _____

C. _____

(Please list any additional children on separate paper)

3-6. Financial Interests.

a. Business Positions. List any office, trusteeship, directorship, partnership, or other position in any business, association, proprietary, or not-for-profit organization held by you, and your relative, if any, for businesses that are involved with the County or any municipality within Warren County.

Name	Position	Organization	Local Agency & Nature of Involvement
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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b. Outside Employment. Describe any outside occupation, employment, trade, business, or profession providing more than \$1,000 per year for you, your spouse, and your Rrelative if the outside employment is involved with the County or any municipality within Warren County.

Name	Position	Organization (Name / Address)	Local Agency & Nature of Involvement
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

~~e. Future Employment. Describe any contract, promise or other agreement between you and anyone else with respect to your employment after leaving your County office or position, if such agreement is with a person or business involved with the County or any municipality within Warren County.~~

~~d.c. Investments. Itemize and describe all investments in excess of \$5,000 or five percent (5%) of the value in any business, corporation, partnership, or other assets, including stocks, bonds, loans, pledged collateral, and other investments, for you, or your Rrelative, if such investment is with a business or other entity involved with the County or any municipality within Warren County. List the location of all real estate within the county, or within five (5) miles thereof, in which you or your relative, if any, have an interest, regardless of its value.~~

Name/Owner	<u>Business Name / Address of Business or Real Estate</u>	Description of Investment
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

~~d. Real Property Other Than Primary Residences. List the address location of all real estate within the county, except for any primary residence, or within five (5) miles thereof, in which you, your~~

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spouse, children, step-children, or parents or your relative, if any, have an interest, regardless of its value.

- e. **Other Income.** Identify the source and nature of any other income in excess of \$1,000/year from any source not described above, for you and your Relative, if any, provided that such income is from a source that is involved with the County or any municipality within Warren County.

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Name	Name / Address of Income Source	Nature of Income
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4.7. Interest in Contracts

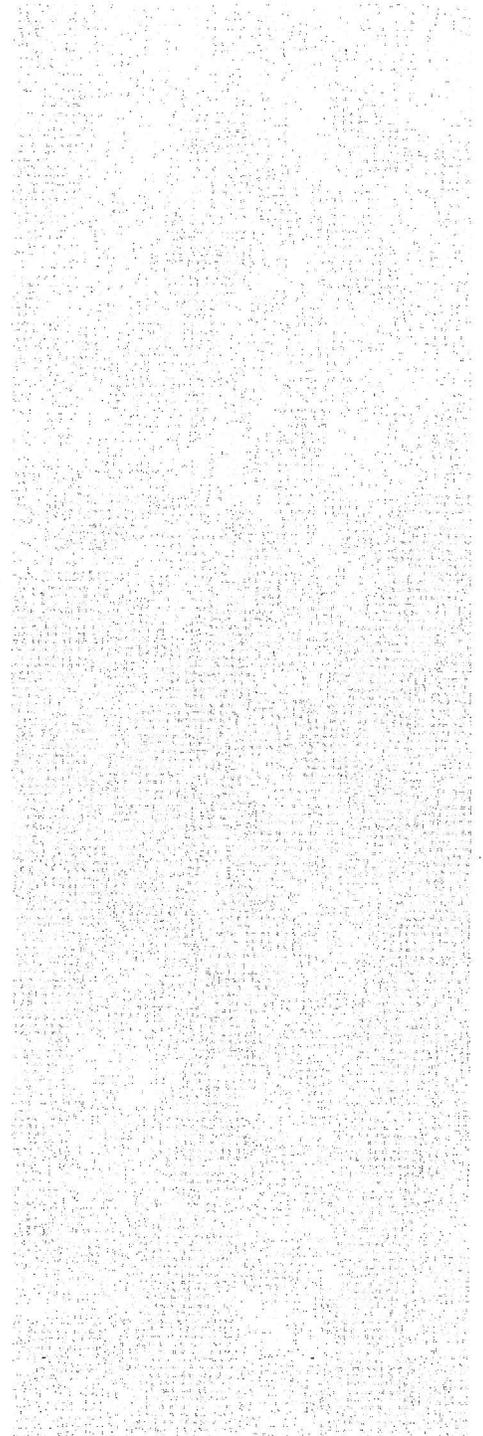
Describe any interest that you or your Relative have in any contract involving the County or municipality within Warren County.

Name of Person with Interest	Contract Description & Municipality Involved
_____	_____
_____	_____
_____	_____
_____	_____

5.8. Debts.

Describe all debts you or your Relative owe to the County or any municipality within Warren County in excess of \$5,000. For example, any unpaid school taxes, property taxes, (eg. outstanding occupancy tax payments, or other tax liens) as of the date of filing of this statement.

Name of Debtor	Name of Creditor
_____	_____
_____	_____
_____	_____



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6.9. Third-Party Reimbursements.

Identify and describe the source of any third-party reimbursement for travel-related expenditures of any matter that relates to your official duties. The term "reimbursement" includes any travel-related expenses provided by anyone other than the County for speaking engagements, conferences, or fact-finding events that relate to your official duties received by you or your Relative.

Source	Description and Amount
_____	_____
_____	_____
_____	_____
_____	_____

7.10. Gifts and Honorariums.

Has anyone attempted to influence you by giving you gifts aggregating in excess of \$75, received during the last year by you or your relative, excluding gifts from a relative? The term "gifts" includes gifts of cash, property, personal items, payments to third parties on your behalf, forgiveness of debt, honorariums, and any other payments that are not reportable as income.

If none, state "None." If yes, indicate:

Source	Description of Gift
_____	_____
_____	_____
_____	_____

8.11. Miscellaneous Provisions.

- a. The filer shall provide the Board of Ethics with additional information if requested to do so by the Board of Ethics.
- b. The reporting requirement of this statement is required by New York State Law and the law of Warren County. Improper use of any of the information contained in this statement by any third person or entity in violation of privacy or other rights, or to harass or annoy the filer of this statement is separately punishable under the law.
- c. This statement is subject to public disclosure under the New York State Freedom of Information Law (FOIL), but any information in this statement that is deemed exempt from disclosure by New York State law or the laws of Warren County shall be redacted. A FOIL request for information contained in this document will be denied if the information will be used to harass or annoy the filer.

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CERTIFICATION:

By my signature below, I acknowledge, understand and agree that any person who knowingly and willfully with intent to deceive makes a false statement or gives information which such individual knows to be false on such statement of financial disclosure filed pursuant to the Warren County Code of Ethics and the Warren County Board of Supervisors may refer a violation to the appropriate prosecutor and such violation shall be punishable as a class A misdemeanor. Notwithstanding any other provision of law to the contrary, no other penalty, civil or criminal may be imposed for a failure to file, or for a false filing, of such statement, except that the appointing authority may impose disciplinary action as otherwise provided by law.

Signature of Reporting Individual

Date

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APPENDIX "C"

WARREN COUNTY

Outside Interest Form

This form is to be filled out if you or any relative is currently or plans to be in the future, an employee, board member, consultant, owner, contractor or even a passive investor of an entity that: (i) engages in any business or maintains any relationship with The County (The County); (ii) provides to, or receives from The County any client referrals, or (iii) competes with The County. The completed form must be submitted to the County Attorney.

Name: _____

Job Title: _____

If not an employee, describe the nature of your relationship with The County:

Describe the nature of your outside activities in any entity that engages in any business or maintains any relationship with The County.

Describe the nature of your outside activities in any entity that provides to, or receives from, The County any client referrals.

Describe the nature of your outside activities in any entity that competes with The County.

Date completed and signature

Signature _____

Date _____

Date reviewed by Compliance Officer and signature

2025 Warren County Insurance Reserve Expenditures

Claimant	Date of Incident	Location of Incident	Description of Incident	Responsible Dept	Amount of Damages	Insurance Reserve Withdrawal Request Date	County Check Number	County Account Number	Check Cut Date	Status	Sheriff Reserve Fund Balance	DPW Reserve Fund Balance
Waite, Ryan	2/28/2025	N/A	NYS Police Report NY2500169041: Park Avenue Extension, Hadley, DPW employee Ruland backed into parked vehicle owned by Waite	Public Works	\$1,109.10	25.04.04	305496	A1420-1265	25.04.16	Closed		\$23,890.90
Schuler, Donald	3/2/2025	14 Bayridge Drive, Queensbury	WCSO Incident Report 2025-03852: Front door damaged. Wrong response door for warrant.	Sheriff	\$1,500.00	25.04.08	305571	A1420-1265	25.04.21	Closed	\$23,500.00	
Frontier Communications	3/7/2025	57 Murray Road and Lanfear Road, Stony Creek	County DPW employees excavating at site caused damage to 25 PAIR Frontier Line at location. No calls to DIG SAFE before excavation.	Public Works	\$792.29	25.03.31	305332	A1420-1265	25.04.16	Closed		\$23,098.61
Project Resources Group d/b/a Charter Communications	5/5/2025	393 Old Stage Road, Lake Luzerne	County DPW employee excavating at site caused damage to Charter Communications underground conduit	Public Works	\$259.61	25.07.16	307406	A1420-1265	25.07.21	Closed		\$22,839.00
County DHS; Vaccine Loss	5/10/2025	Medication Room County Administration DHS Offices	DHS refrigerator failed. Emergency protocols followed for Vaccine Excursion, Storage and Handling, but vaccines and medications lost	Public Health	\$4,227.05	25.07.8	Transfer from Reserve to Public Health	A1420-1265	25.08.25	Closed		
SLIC Fiber	6/6/2025	Garnet Lake Road	WCDDPT employee Paul Logan cutting tree on Garnet Lake Road. Tree being cut fell onto power lines bringing them down	Public Works	\$1,020.54	25.08.28	308587	A1420-1265	25.9.15	Closed		\$21,818.46
Tyrell, Michael	2023-2025	Warrensburg Fish Hatchery	Employee alleges multiple workplace harassment issues of a sexual nature. Employee has significant ongoing attendance issues and FMLA cases. Referred to EAP by County HR. County Attorney has closed investigative file of a confidential nature.	Public Works	\$3,600.00	25.07.08	308097	A1420-1265	25.08.25	Closed		\$18,218.46
Anand, Ash	9/17/2025	Main Street, Warrensburg, NY	County DPW employee driving dump truck with wing plow caused damage to car mirrors	Public Works	\$195.28	25.11.12	309945	A1420-1265	25.11.17	Closed		\$18,023.18
Stevenson, Jesse	11/30/2025	Erte Insurance #A00007281321	Vehicle spun on ice damaging parked 2023 John Deere Excavator	Public Works	\$7,206.63	N/A	Erte Insurance check #0008647439	A1420-1265	25.12.8	Closed		\$25,229.81
WCSO Riehl	9/28/2025	Bay and College, Queensbury, NY	T-bone accident pursuit and arrest for DUI (subrogation to Nicholas Bielecki)	Sheriff	\$2,500.00	25.12.11	310868	A1420-1265	25.12.23	Closed	\$21,000.00	
WCSO Keehr	8/11/2025	Main Street, Queensbury, NY	Subrogation to Jacqueline Wells	Sheriff	\$1,000.00	25.12.16	310832	A1420-1265	25.12.23	Closed	\$20,000.00	