

Public Safety Committee

Sheriff Agenda

July 20, 2020

Committee Members: Leggett, Simpson, Braymer, Diamond, Driscoll, Seeber and Shepler.

- I. Committee meeting called to order by the Chairman

- II. Motion to approve minutes from prior committee meeting

- III. Action Agenda
 - A. Request Resolution to Amend Existing Contract (*Nemer CJDR of Queensbury*)
 - B. Request Resolution to Amend a Resolution (*Resolution No. 278 of 2018*)

- IV. Referral/Pending Items

- V. Topics for Discussion
 - A. Correctional Facility Inmate Population

- VI. Privilege of the Floor

- VII. Motion to Adjourn

Attachments:

1. Resolution Request Form #4, Request to Amend Existing Contract (*Nemer CJDR of Qby*)
2. Resolution Request Form #20, Miscellaneous (*Resolution No. 278 of 2018*)

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff

DATE: July 20, 2020

- (a) Purpose of Contract Change: **Request to extend the agreement with Nemer Chrysler, Jeep, Dodge, Ram of Queensbury to perform proprietary dealer only repairs for various Dodge and Chrysler Sheriff's Office vehicles.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **118 of 2020**
- (c) Name of Contractor: **Nemer Chrysler, Jeep, Dodge, Ram of Queensbury**
- (d) Address of Contractor: **728 Quaker Road, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Ronald Pliscofsky
(518) 932-0616**
- (f) Commencement Date of Extension: **October 1, 2020**
- (g) Termination Date of Extension: **September 30, 2021**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$5,000**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

A.3110 441 General Sheriff's Law Enforcement - Auto Supplies & Repair \$5,000

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

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 118 OF 2020

RESOLUTION INTRODUCED BY SUPERVISORS LEGGETT, SIMPSON, BRAYMER, DIAMOND, DRISCOLL, SEEBER AND SHEPLER

AWARDING BID AND AUTHORIZING AGREEMENT WITH NEMER CHRYSLER, JEEP, DODGE RAM OF QUEENSBURY AS PROPRIETARY DEALER FOR REPAIRS OF VARIOUS DODGE AND CHRYSLER MAKES AND MODELS FOR THE WARREN COUNTY SHERIFF'S OFFICE (WC 73-19)

WHEREAS, the Purchasing Agent has advertised for sealed bids for Proprietary Dealer Only Repairs for Various Dodge and Chrysler Makes and Models for the Warren County Sheriff's Office (WC 73-19), and

WHEREAS, the Sheriff's Office has recommended awarding the bid for Proprietary Dealer Only Repairs for Various Dodge and Chrysler Makes and Models to Nemer Chrysler, Jeep, Dodge Ram of Queensbury, now, therefore, be it

RESOLVED, that the Purchasing Agent notify Nemer Chrysler, Jeep, Dodge Ram of Queensbury of the acceptance of their bid, and be it further

RESOLVED, that Warren County enter into an agreement with Nemer Chrysler, Jeep, Dodge Ram of Queensbury, 728 Quaker Road, Queensbury, New York 12804, for Proprietary Dealer Only Repairs for Various Dodge and Chrysler Makes and Models for the Warren County Sheriff's Office, pursuant to the terms and provisions of the bid specifications (WC 73-19), for a term commencing upon execution of the agreement by both parties and terminating on September 30, 2020, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement with Nemer Chrysler, Jeep, Dodge Ram of Queensbury and any other necessary documents, in a form approved by the County Attorney, and be it further

RESOLVED, that funds shall be expended from Budget Code A.3110 441 Sheriff's Law Enforcement, Auto-Supplies & Repair.

WARREN COUNTY PURCHASING DEPARTMENT

1340 State Route 9
Lake George, NY 12845
Telephone: (518) 761-6538
Fax: (518) 761-6395



Julie A. Butler, Purchasing Agent
Jason M. Shipur, Deputy Purchasing Agent
Amber N. Brownell, Purchasing Assistant

MEMO

TO: Jim LaFarr, Sheriff
FROM: Julie A. Butler, Purchasing Agent
DATE: June 25, 2020
SUBJECT: WC 73-19 - PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS
DODGE AND CHRYSLER MAKES AND MODELS

Transmitted herewith is a copy of the extension letter from Nemer Chrysler Jeep Dodge Ram of Queensbury for the above-referenced services which indicates the company's desire to extend their agreement for an additional year from October 1, 2020 through September 30, 2021.

It appears that an additional resolution IS required to extend this contract. Please see Resolution No. 118 of 2020 also attached hereto.

Please do not hesitate to contact me should you have any questions.

Encs.

c: Mary Kissane, County Attorney
Terry Comeau, Undersheriff

WARREN COUNTY PURCHASING DEPARTMENT

1340 State Route 9
Lake George, NY 12845
Telephone: (518) 761-6538
Fax: (518) 761-6395



Julie A. Butler, Purchasing Agent
Jason M. Shpur, Deputy Purchasing Agent
Amber N. Brownell, Purchasing Assistant

June 24, 2020

Nemer Chrysler Jeep Dodge Ram of Queensbury
Attn: Ron Pliscofsky
728 Quaker Rd.
Queensbury, NY 12804

RE: WC 73-19 - CONTRACT
EXTENSION

Mr. Pliscofsky:

The Warren County bid for Proprietary Dealer Only Repairs for Various Dodge and Chrysler Makes and Models (WC 73-19) contains an extension clause which provides an option for the renewal of the contract for an additional year from October 1, 2020 through September 30, 2021.

Please advise whether your company is interested in extending this contract for the above term, upon the same terms and conditions, by completing and signing the statement below and returning this page to the address indicated above.

If you have any questions or wish to discuss this matter further, please contact me by e-mail or phone.

Thank you for your attention to this matter.

Regards,
Julie A. Butler
Julie A. Butler
Purchasing Agent

I, Ron Pliscofsky wish / do not wish
(Print name) (Circle intent)
to extend the above-referenced bid upon the same terms and conditions for the term indicated above.
R. Pliscofsky 6-25-2020
(Signature) (Date)

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, is made by and between the COUNTY OF WARREN ("County"), a municipal corporation of the State of New York, having a principal place of business located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, and

NEMER TRANSPORTATION CORPORATION, a domestic corporation registered to do business in the State of New York, also doing business as NEMER CHRYSLER JEEP DODGE RAM OF QUEENSBURY, having a principal place of business located at 728 Quaker Road, Queensbury, New York 12804.

1. The County and the Provider agree that the Provider shall perform automotive repairs and maintenance of Chrysler and Dodge vehicles for the Warren County Sheriff's Office.

2. In consideration of the services to be provided by the Provider, the County shall pay the Provider according to the terms and subject to the conditions set forth in a quote provided and agreed to in writing for each procedure as the case arises, for an aggregate amount not to exceed \$5,000 in any calendar year, provided the expenditure is budgeted for and is in compliance with the County's current purchasing policy at the time of service. The County shall not be liable to the Provider for any additional work or other services and/or expenses unless otherwise agreed to in writing by the County. The County shall make payments within thirty (30) days after each time the services have been completed and an invoice has been received.

3. Relationship of the parties:

a. The relationship of the Provider to the County, individually, arising out of this Agreement shall be that of an independent contractor. The Provider, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither Provider, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, disability coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

b. All personnel of the Provider shall be within the employ of Provider, which alone shall be responsible for their work, direction and compensation. Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, liabilities or obligations of the Provider or any person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature, including, but not limited to, unemployment

insurance, disability coverage, and workers' compensation, and Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.

4. Federal and State Requirements

a. The Provider shall comply with any required equal opportunity requirements of grants or state or federal law and with Article 15 of the Executive Law of the State of New York (also known as the Human Rights Law) and all other federal and state statutory and constitutional non-discrimination provisions.

b. The Provider represents that he has all necessary or required licenses required by Federal or State Law and is in compliance with any requirements thereof or will have such licenses and be in compliance before work shall commence under this agreement.

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

5. The Provider shall indemnify, defend and hold the County harmless from and against any claim, liability, loss or damage, including reasonable attorney's fees, arising by reason of the death or bodily injury of persons, injury to property or other loss or damage resulting or arising, without limitation, from Provider's providing the services or products described in Item 1 of this Agreement.

6. The Provider shall carry Garage Liability/Auto Dealer Liability coverage in the amounts of at least \$500,000 per occurrence and \$1,000,000 aggregate, Garagekeepers Legal Liability coverage in the amount of \$1,000,000 and an Umbrella policy of at least \$2,000,000 with respect to the Provider and any of its employees or agents. The Provider shall name the County, its Board, officers and employees as an additional insured on a primary, non-contributory basis to the Provider's General Liability policy. The Provider is also required to carry Workers' Compensation, Disability Insurance. All coverage must be issued by an insurance company authorized to do business in New York State and maintaining an A.M. Best rating of A- or better.

7. Provider shall furnish to the County Certificate(s) of Insurance evidencing coverage and extensions stipulated in paragraph number 6 before service from Provider begins. The failure of the Provider to provide such Certificate of Insurance shall not be deemed a waiver by the County of Provider's obligation to provide same insurance coverage. In addition and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that Provider provide insurance coverage as noted anywhere in this Agreement.

8. This Agreement shall commence upon execution by both parties and shall remain in force and in effect unless amended by mutual agreement of the parties or until terminated by either party with or without cause with thirty (30) days prior written notice. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

9. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by mail or overnight delivery to the party's address stated above.

10. This agreement shall be deemed executory only to the extent of any and all monies made available to the County for this agreement and no liability on account thereof shall be incurred by the County beyond monies disbursed therefor.

11. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York. The parties agree that Warren County Supreme Court shall have exclusive jurisdiction to hear any suit, action or proceeding arising out of or in connection with this agreement and contractor consents to submit to the exclusive jurisdiction of this court.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

Mary Ann Keira
Warren County Attorney

COUNTY OF WARREN

By: [Signature]
RONALD F. CONOVER, CHAIRMAN
Board of Supervisors

Date: 10-26-18

NEMER TRANSPORTATION CORPORATION
d/b/a NEMER CHRYSLER JEEP DODGE RAM OF
QUEENSBURY

By: [Signature]

Title: V. P. Operations

Date: 10/20/18

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:

NEMER TRANSPORTATION
CORPORATION
24 ELM ST
QUEENSBURY NY 12801

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

INSURED SERVICES CERT HOLDERS VEHICLES. ADDITIONAL
INSUREDS ALSO INCLUDE: WARREN COUNTY, ITS BOARD,
OFFICERS AND EMPLOYEES.

Additional Insured Name and Address:

WARREN COUNTY
% WARREN COUNTY ATTORNEY'S
OFFICE
1340 STATE ROUTE 9
LAKE GEORGE NY 12845

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-75 (10-13)

Policy Number: 9325567

Transaction Effective Date: 08-30-2018



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141713805
SAFETY GROUP 430 MANAGEMENT
SERVICES INC
37 ELK STREET PO BOX 7347
ALBANY NY 12224-0347



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER NEMER TRANSPORTATION CORPORATION TA TOWN AND COUNTRY CHRYSLER PO BOX 4277 QUEENSBURY NY 12804	CERTIFICATE HOLDER WARREN COUNTY 1340 STATE ROUTE 9 LAKE GEORGE NY 12845
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POLICY NUMBER G 929 162-6	CERTIFICATE NUMBER 122816	POLICY PERIOD 12/31/2017 TO 12/31/2018	DATE 10/8/2018
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 929 162-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 42212830



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Nemer Transportation Corp. 728 Quaker Road Queensbury, NY 12804</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>518-636-1141</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>141713885</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Warren County 1340 State Route 9 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier</p> <p>Arch Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>11DBL0721000</p> <p>3c. Policy effective period</p> <p>1/1/2018 to 12/31/2018</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

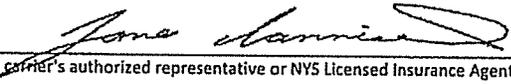
C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/9/2018 By 
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 201-743-3937 Name and Title James Iannicelli, AVP Accident & Health

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

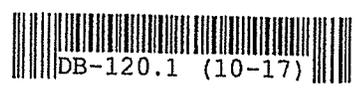
**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Warren County Board of Supervisors

RESOLUTION NO. 461 OF 2010

Resolution introduced by Supervisors VanNess, Bentley, Sokol, Girard, Thomas, Conover and McDevitt

AMENDING RESOLUTION NO. 81 OF 2009; AUTHORIZING CHAIRMAN AND WARREN COUNTY SHERIFF TO ENTER INTO AND EXECUTE AGREEMENTS WITH VARIOUS VENDORS OR CONTRACTORS REGARDING SERVICES REQUIRED, FROM TIME TO TIME, BY THE WARREN COUNTY SHERIFF'S OFFICE, SUBJECT TO CERTAIN CONDITIONS - SHERIFF'S OFFICE

WHEREAS, Resolution No. 81 of 2009, among other things, authorized the Chairman of the Board of Supervisors to enter into and execute agreements with various vendors or contractors regarding services required from time to time by the Sheriff's Office, for an aggregate amount not to exceed Five Thousand (\$5,000) in any fiscal year, and

WHEREAS, in the regular course of performing its customary and usual governmental functions or performing functions assigned to it by the Board of Supervisors, the Sheriff's Office utilizes minor routine and/or emergency services of a number of vendors or contractors for services such as, but not limited to lawn equipment repairs, pest control, water testing, laundry equipment repairs, kitchen equipment repairs, refrigeration repairs, vehicle repairs, and small equipment repairs, and

WHEREAS, the Warren County Sheriff budgets for these types of services which generally range in costs from a few hundred dollars to a few thousand dollars, and

WHEREAS, the Warren County Sheriff is requesting that he be allowed to enter into and execute agreements with various vendors or contractors regarding services required from time to time by the Warren County Sheriff's Office, provided any one of the such agreements does not exceed Five Thousand Dollars (\$5,000), and

RESOLUTION NO. 461 OF 2010

PAGE 2 OF 2

WHEREAS, the aforesaid services are not usually something that would be done in house by Sheriff's Office or Department of Public Works employees and approval of these agreements by the Board of Supervisors appears to be routine and ministerial due to the obvious need for the same, and

WHEREAS, the budget process provides an opportunity for adequate review and approval of these types of services and expenses associated with the same and the Board of Supervisors desires to avoid needless additional paperwork and resolutions concerning agreements for the aforesaid services, now, therefore, be it

RESOLVED, that, until such time as this resolution is repealed, the Chairman of the Board of Supervisors or the Warren County Sheriff or his designee be, and hereby are, authorized, from time to time and without the need for additional separate resolutions, to enter into and execute agreements on behalf of Warren County with various vendors or contractors with regard to governmental work activities or services within the budget of the Warren County Sheriff's Office, subject to the following conditions:(1) any agreement may not individually exceed the aggregate amount of Five Thousand Dollars (\$5,000) in any fiscal year; (2) the services must have been budgeted for; there must be budgeted funds available to pay for the same, and purchase orders and/or computer data entries required by the County's accounting software must occur; (3) the established Purchasing Policy must still be followed (with the exception of the need to acquire resolutions); and (4) any required agreements must be approved by the Warren County Sheriff and the County Attorney.

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: Sheriff

DATE: July 20, 2020

(a) Purpose of Request: **Amend Warren County Board of Supervisors Resolution No. 278 of 2018. Update the source of funding for a communications project to the correct Budget Code; H.360.9550 909.00 Communications Radio Upgrade, Capital Projects, Fund Balance.**

(b) Details: **Resolution No 278 of 2018 authorized an agreement with Capital Digitronics Inc. for the purchase, delivery, foundation preparation and set up of two 8' x 10' communications shelters. The funding for the project was:**

A.3020.4036 260 Sheriff's 911 Center, 2017 Interoperable Comm. Grant, Other Equipment; and

A.3020.4036 470, Sheriff's 911 Center, 2017 Comm. Grant, Contract.

The project was not completed and the balance of the funds, \$60,764.17, was transferred into Budget Code H.360.9550 909.00 Communications Radio Upgrade, Capital Projects, Fund Balance.

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

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

H.360.9550 909.00 Communications Radio Upgrade, Capital Projects, Fund Balance

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 278 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS LEGGETT, GERAGHTY, SIMPSON, WILD, MAGOWAN, DIAMOND, SOKOL, HOGAN, BRAYMER, DRISCOLL AND VACANT

AWARDING BID AND AUTHORIZING AGREEMENT WITH CAPITAL DIGITRONICS, INC. FOR PURCHASE, DELIVERY, FOUNDATION PREPARATION AND SET-UP OF TWO 8' X 10' COMMUNICATIONS SHELTERS FOR THE WARREN COUNTY SHERIFF'S OFFICE (WC 35-18)

WHEREAS, the Purchasing Agent has advertised for sealed bids for purchase, delivery, foundation preparation and set-up of two communications shelters for the Warren County Sheriff's Office (WC 35-18), and

WHEREAS, the Sheriff's Office has issued correspondence recommending award of the bid to Capital Digitronics, Inc., as the lowest responsible bidder, now, therefore, be it

RESOLVED, that the Purchasing Agent notify Capital Digitronics, Inc. of the acceptance of its bid, and be it further

RESOLVED, that Warren County enter into an agreement with Capital Digitronics, Inc., 264 Bradford Street, Albany, New York 12206, for Purchase, Delivery, Foundation Preparation and Set-up of Two 8'x10' Communications Shelters for the Warren County Sheriff's Office, pursuant to the terms and provisions of the specifications (WC 35-18) and proposal, for a term commencing upon execution of the agreement by both parties and terminating upon completion of the project, in an amount not to exceed Eighty Thousand Four Hundred Forty-Two Dollars (\$80,442), and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreement in a form approved by the County Attorney, and be it further

RESOLVED, that this agreement is being funded from Budget Codes A.3020.4036 260, Sheriff's 911 Center, 2017 Interoperable Comm. Grant, Other Equipment, and A.3020.4036 470, Sheriff's 911 Center, 2017 Interoperable Comm. Grant, Contract.

Information Technology
Support Services Committee Meeting
July 20, 2020
Information Submitted by: Michael Colvin

Action Agenda/New Business

Request Resolution:

Enter into contract with current phone vendor for three years at a reduced monthly rate.

Rationale:

Current phone service bills long distance separately. New service will be inclusive of long distance and upgrade our infrastructure back to the phone company for no additional charge. Will see average of \$340 per month decrease in monthly bill.

Privilege of the floor to discuss any additional items to come before the committee.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Information Technology

DATE: July 20, 2020

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Phone Service**
- (c) Name of Contractor: **Windstream Enterprise**
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number: **Tami Schallock 920-968-7386**
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **Upon acceptance**
- (h) Termination Date of Contract: **Three years**
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **\$1,706.25**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **1681.423****

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

*as listed in budget and LOGOS