



Public Safety Committee

Wednesday, July 3, 2024 3:00PM

40 McMaster Street, Ballston Spa, NY

Chair: John Lant

Members: C. Eric Butler VC, Jesse Fish, Ian Murray, Scott Ostrander, Mo Wright, Cynthia Young

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the June 5, 2024 meeting
- III. Committee approval to reduce adoption fees for cats and kittens through December 31, 2024 – Kelly Devall, Animal Shelter
- IV. Authorizing an agreement with the Town of Colonie for the placement of communications and related equipment in the Town of Colonie's communication shelter and at the tower's site - Andre Delvaux, Emergency Services
- V. Michael Zurlo, Sheriff
 - a. Amending an agreement with Pittsfield Communications Systems, Inc. for additional services related to the removal, installation, programming and maintenance of the County's Public Safety Radio Equipment.
 - b. Authorizing an agreement with the Village of Corinth for Police Services
- VI. Other Business
- VII. Adjournment



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Animal Shelter

DATE: 5/31/2024

COMMITTEE: Public Safety

1. Is a Resolution Required:

No, Committee Approval Only

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

Annual request to promote cat/kitten adoptions by reducing the total adoption fee from now through December 31, 2024. The (\$55) Adoption fee will be waived-other fees: rabies vaccination (\$15), Felv testing (\$20), microchip (\$20) will still apply.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted NO

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

no budget impact

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted
N/A

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

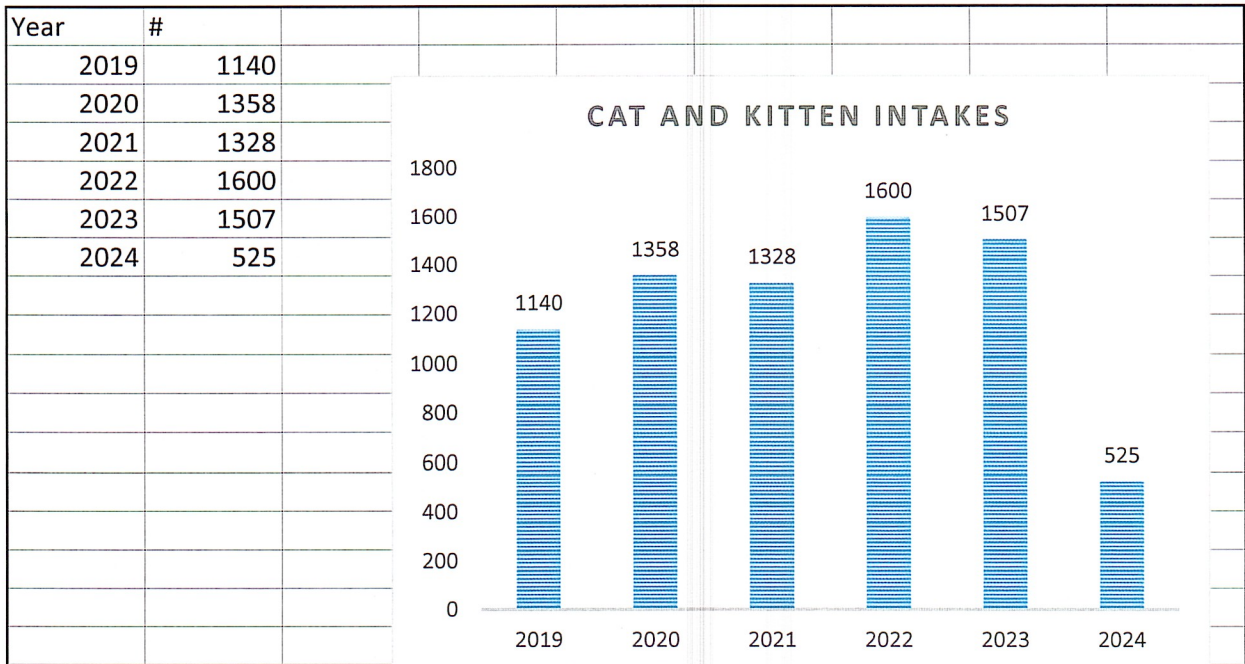
9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Summary of cat/kitten intake by year and those currently being fostered

10. Remarks:

This annual request is made to promote cat/kitten adoptions thereby limiting length of stay and allowing space for incoming cats. The Animal Shelter intake of cats and kittens is on-going but very much increased during the summer and fall.

Saratoga County Animal Shelter
Intake of Cats and Kittens by year



2024 date range 1/1/24 - 5/31/24

Cats and Kittens In Foster

Status	# of animals
Out To Foster	107
Foster Pending	1
Foster to Adopt - FTA	3
Foster-Adoptable-Publish	2
	113 Total



SARATOGA COUNTY AGENDA ITEM REQUEST

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CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Office of Emergency Management

DATE: 6.19.2024

COMMITTEE: Public Safety



This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an agreement with the Town of Colonie for the placement of County communications and related equipment in the Town of Colonie's communication shelter and at the tower's site in the Town of Colonie

3. Specific Details on what the resolution will authorize:

This Resolution would authorize the Chairman of the Board to execute an agreement with the Town of Colonie authorizing the placement of communications equipment in the Town of Colonie's communication shelter and at the tower site at 274 Vly Road in the Town of Colonie.

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted **No**

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

No

Purchasing Office Consulted

No

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted No

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:



7/19/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~226~~ 2022

Introduced by Public Safety: Supervisors Lant, Butler, Fish, Murray,
Barrett, Hammond, Lawler, Ostrander, K. Veitch, Wright, Young

AUTHORIZING AN AGREEMENT WITH THE FEDERAL BUREAU OF INVESTIGATION TOWN OF COLONIE FOR THE PLACEMENT OF COUNTY COMMUNICATIONS AND RELATED EQUIPMENT IN THE TOWN OF COLONIE'S COMMUNICATION SHELTER AND AT THE TOWER'S SITE IN THE TOWN OF COLONIE STILLWATER, AND AMENDING THE 2022 COUNTY BUDGET IN RELATION THERETO

WHEREAS, the County's Town of Colonie's Emergency Radio System includes a radio communications shelter located at 99 Radar Road-274 Vly Road, in the Town of Stillwater Colonie, which lands are identified on the Saratoga Albany County Tax Maps as Tax Parcel #207. 1-12.12 No. 17.2-1-19; and

WHEREAS, the Federal Bureau of Investigation (FBI) County of Saratoga is seeking to rent space in the County's Stillwater enter into an agreement with the Town of Colonie for the placement, operation and maintenance of communications equipment in the Town of Colonie's Communication's Shelter and at the Tower's site, to improve radio communications for the FBI County of Saratoga; and

WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into an rental agreement with the FBI Town of Colonie for the placement, operation and maintenance of communications equipment in the Town of Colonie's Communication's Shelter and at the Tower's site communications equipment in the County's Town of Colonie's radio communications shelter site in Stillwater the Town of Colonie for a term of one (1) year commencing on August 1, 2022, through July 31, 2023 August 1, 2024, at a rental cost of \$250.00 \$X.XX per month, with the option to renew annually for an additional nine (9) years on the same terms and rental cost; now, therefore, be it

RESOLVED, that the Chairman of the Board is hereby authorized to execute a rental agreement with the Federal Bureau of Investigation, of Quantico, Virginia Town of Colonie authorizing the placement of communications equipment in the County's Town of Colonie's Communications Shelter and at the tower site at 99 Radar Road, in the Town of Stillwater 274 Vly Road in the Town of Colonie, for a term of one (1) year commencing on August 1, 2022 through July 31, 2023, with the option to renew annually for an additional nine (9) years at the same monthly cost; and, be it further

RESOLVED, that the form and content of such **rental** agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that the 2022 Saratoga County Budget is amended as follows:

OFFICE OF EMERGENCY MANAGEMENT

UNDER A FUND:

Increase Revenue:

Account: #A.36 3325 Base Station Lease \$1,250

Increase Expense:

Account: #A.36.000 8623 Utility Fee \$X.XX

; and it is further

RESOLVED, that this Resolution shall take effect **August 1, 2024**.

BUDGET IMPACT STATEMENT: **No budget impact.** The budget will be amended to increase expenses and decrease fund balance by \$X.XX

July 19, 2022 Regular Meeting

Motion to Adopt by Supervisor Schopf, Seconded by Supervisor Butler

AYES (210426): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Willard H. Peek (5242), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), John Lant (17361)-

NOES (0):-

ABSENT (25083): Joseph Grasso (4328), Michael Smith (3525), Edward D. Kinowski (9022), John Lawler (8208)



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Sheriff's Office

DATE: 06/24/2024

COMMITTEE: Public Safety



This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Authorize the Chairman to amend a contract with Pittsfield Communications Systems Inc.

3. Specific Details on what the resolution will authorize:

This Resolution will authorize the Chairman to amend the contract with Pittsfield Communications Systems Inc. The amendment will change the up to amount of the contract from \$35,000.00 to \$79,200.00. Due to production delays, the Sheriff's Office has a backlog of patrol cars that need to be upfitted which is resulting in a need to amend this contract. The rates submitted on the bid proposal will not change. This contract covers multiple county departments including the Sheriff's Office, Public Works, District Attorney's Office and the Office of Emergency Management. The contract term is September 1, 2021 to August 31, 2024 subject to the renewal for an additional one-year term. The form and content of such agreement to be subject to the approval of the Sheriff and County Attorney.

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted Yes

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- G/L line impacted A.30.301-8293
- Budget year impacted 2024
- Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

21-ESRS-1

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

No

Purchasing Office Consulted

No

8. Is a grant being accepted: YES or NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Copy of current contract and letter from vendor

10. Remarks:

Resolutions 279-2021 and 143-2022 (amended).
Bid 21-ESRS-1.

4/19/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~143~~—2022

Introduced by Public Safety: Supervisors Lant, Butler, Fish, Murray,
Young Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

AMENDING RESOLUTION 279-2021 AND AUTHORIZING AN AMENDED AGREEMENT WITH PITTSFIELD COMMUNICATIONS SYSTEMS, INC. FOR ADDITIONAL SERVICES RELATED TO THE REMOVAL, INSTALLATION, PROGRAMMING, AND MAINTENANCE OF THE COUNTY'S PUBLIC SAFETY RADIO EQUIPMENT

WHEREAS, pursuant to Resolution 279-2021, this Board authorized an agreement with Pittsfield Communications Systems, Inc. for the provision of maintenance of the County's public safety radio system equipment maintained by the Office of Emergency Management and Sheriff's Office, the Department of Public Works, and the District Attorney's Office for a term of three years commencing September 1, 2021 and terminating August 31, 2024, subject to renewal for a term of one year, at an annual cost not to exceed \$35,000; and

WHEREAS, ~~additional expenses in the amount of \$11,950.90 were incurred in 2021 due to unanticipated public safety radio equipment services performed by Pittsfield, thereby increasing the amount due in the year 2021 to \$49,950.90; and~~ due to production delays the Sheriff's Office has a back log of vehicles that require the removal and installation of radio and emergency equipment; and

WHEREAS, our Public Safety Committee, the Sheriff, and the Director of Emergency Management have recommended that an amendment to the agreement with Pittsfield Communications Systems, Inc. be authorized to increase the not to exceed amount of the contract from \$35,000 to ~~\$79,200~~\$46,950.90 for the term of the contract covering September 1, 2024 to August 31, 2025 ~~year 2021~~; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an amended agreement with Pittsfield Communications Systems, Inc. of Pittsfield, Massachusetts, for the provision of maintenance of the County's public safety radio system equipment for a term of three years commencing September 1, 2021 and terminating August 31, 2024, subject to renewal for a term of one year, at an annual cost not to exceed \$35,000, except for the contract period of September 1, 2024 to August 31, 2025 wherein the cost is not to exceed \$79,200.00 in calendar-year 2021 wherein the cost is not to exceed \$46,950.90; and it is further

RESOLVED, that Resolution 279-2021 is hereby amended accordingly; and it is further

RESOLVED, that the form and content of such amendment shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. [Funds for this agreement are included in the 2022 budget.](#)

[April 19, 2022 Regular Meeting](#)

[Motion to Adopt by Supervisor Hammond, Seconded by Supervisor Barrett](#)

[AYES \(172031\): Eric Connolly \(11831\), Joseph Grasso \(4328\), Philip C. Barrett \(19014.5\), Eric Butler \(6500\), Kevin Veitch \(8004\), Arthur M. Wright \(1976\), Mark Hammond \(17130\), Thomas Richardson \(5163\), Scott Ostrander \(18800\), Theodore Kusnierz \(16202\), Tara N. Gaston \(14245.5\), Matthew E. Veitch \(14245.5\), Edward D. Kinowski \(9022\), John Lawler \(8208\), John Lant \(17361\)](#)

[NOES:—0](#)

[ABSENT \(63479\): Jonathon Schopf \(19014.5\), Diana Edwards \(819\), Jean Raymond \(1333\), Michael Smith \(3525\), Kevin Tollisen \(25662\), Willard H. Peck \(5242\), Sandra Winney \(2075\), Thomas N. Wood, III \(5808\)](#)



Pittsfield Communications Systems, Inc.

1502 West Housatonic Street • Pittsfield, MA 01201-7508 • 413-448-8214
18 Wade Road • Latham, NY 12110 • 518-250-5190

6-5-2024

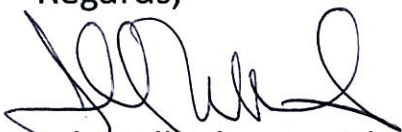
Andre Delvaux
Director of Emergency Management
Saratoga County Sheriff's Office

Andre,

Pittsfield Communications Systems, Inc would like to renew Saratoga County's maintenance contract for a period of one year from September 1 2024 to August 31 2025 per Resolution 143-2022. The contract is not to exceed \$35,000.00 for the period of the contract.

Thank you for your consideration in this matter.

Regards,



John Ullrich - President



SARATOGA COUNTY ATTORNEY

Saratoga County Municipal Center
40 McMaster Street
Ballston Spa, New York 12020

Telephone: 518-884-4770
Fax: 518-884-4720 (Not for Service)

MICHAEL J. HARTNETT
County Attorney

MICHELLE W. GRANGER
First Assistant

Assistants
HUGH G. BURKE
VIDA L. MCCARTHY-CERRITO
ALEXIS M. OSBORNE
MICHAEL P. NAUGHTON SR.
NICHOLAS M. MARTIN
MARIBETH A. HUNT

Paralegal Specialist
JENNY R. MARCOTTE

MEMORANDUM

DATE: November 15, 2021

TO: Carl Zeilman
Emergency Services

FROM: Michael Hartnett
Saratoga County Attorney's Office

SUBJECT: Vendor Name : Pittsfield Communications Systems, Inc.
Vendor Address : 1502 West Housatonic Street, Pittsfield, MA 01201
Vendor I.D. # : 04-3204725
Contract Amount : NTE \$35,000 Per Res. 279-2021
Contract Period : 9/1/21-8/31/24
Contract I.D.# : N/A
Purpose of Agreement : Maintenance for public safety radio system

Attached, please find one fully executed copy of the above referenced contract, which has been executed by the Chairman of the Board of Supervisors on November 10, 2021.

Please send this contract to the above named vendor.

cc: Clerk, Board of Supervisors, w/enclosure
County Auditor, w/enclosure
County Administrator w/out enclosure

THIS AGREEMENT, made this 10th day of November, 2021, BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY),

- and -

Pittsfield Communications Systems, Inc., with a place of business at 1502 West Housatonic Street, Pittsfield, Massachusetts 01201, (CONTRACTOR);

WHEREAS, Saratoga County is in need of removal, installation, programming, and maintenance services for the County's public safety radio system equipment maintained by the Office of Emergency Services, the Department of Public Works, the District Attorney's Office, and the Sheriff's Department; and

WHEREAS, pursuant to Resolutions 247-2017 the County entered into a three-year agreement with Pittsfield Communications Systems, Inc. for the provision of non-warranty maintenance services of radio equipment utilized by the various County departments who use the County radio system, and the agreement with Pittsfield Communications Systems, Inc. has expired; and

WHEREAS, the COUNTY solicited bids for maintenance of the COUNTY'S radio equipment system, and CONTRACTOR was the lowest bidder; and

WHEREAS, our Public Safety Committee and the Commissioner of our Office of Emergency Services have recommended that the County enter into an agreement with Pittsfield Communications Systems, Inc., the lowest bidder, for a term of three years, subject to renewal for an additional term of one year, at the rates submitted in their bid proposal, with the total cost not to exceed \$35,000 per year for the provision of removal, installation, programming, and maintenance services for the County's public safety radio system equipment maintained by the Office of Emergency Services, the Department of Public Works, the District Attorney's Office, and the Sheriff's Department; and

NOW, THEREFORE, the parties agree that:

1. The CONTRACTOR will provide removal, installation, programming, and maintenance services for the County's public safety radio system equipment maintained by the Office of Emergency Services, the Department of Public Works, the District Attorney's Office, and the Sheriff's Department, for a term of three years, commencing September 1, 2021 and terminating August 31, 2024, subject to renewal for an additional term of one year, at the rates submitted in their bid proposal, with the total cost not to exceed \$35,000 per year, in accordance with County Specification and the CONTRACTOR'S proposal dated August 9, 2021, which are hereby incorporated herein and made a part hereof.

2. The COUNTY will pay the CONTRACTOR in accordance with the rates set forth in its proposal with a total not to exceed the sum of \$35,000 per year, upon submission of a properly documented voucher.

Mobile Radio, 2-piece installation	\$185. Each
Mobile Radio, 2-piece removal	\$ 40. Each
Mobile Radio, 1-piece installation	\$125. Each
Mobile Radio, 1-piece removal	\$ 25. Each
Installation of Light Bar with Controller	\$285. Each
Removal of Light Bar with Controller	\$ 75. Each
Installation of Siren Controller & Speaker	\$125. Each
Removal of Siren Controller & Speaker	\$ 40. Each
Installation of (Havis, etc.) Mobile Console	\$129. Each
Removal of (Havis, etc.) Mobile Console	\$ 50. Each
Installation of Computer Docking Station	\$139. Each
Removal of Computer Docking Station	\$ 50. Each
Installation of Head Light Flashers	\$125. Each
Removal of Head Light Flashers	\$ 65. Each
Programming Mobile Radio w/County Templates	\$ 35. Each
Programming Portable Radio w/County Templates	\$ 35. Each
Technician Rate for Technical Services	\$ 95. Per Hour

3. The CONTRACTOR shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The CONTRACTOR and the COUNTY agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.

4. The CONTRACTOR shall not employ any COUNTY official or employee in connection herewith and shall adhere to the COUNTY's Code of Ethics.

5. The CONTRACTOR shall not assign or transfer any interest herein without prior written COUNTY approval.

6. a) CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person, employed by the CONTRACTOR, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

b) CONTRACTOR shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/single injury and \$1,000,000/property damage and shall be subject to the approval of the County Attorney. CONTRACTOR shall provide the COUNTY with proof of products liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/single incident and shall be subject to the approval of the County Attorney. The CONTRACTOR may utilize umbrella/excess coverage to achieve the limits required hereunder. The certificate holder must be listed as the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also name the COUNTY OF SARATOGA as additional insured and the CONTRACTOR shall provide the COUNTY with proof of such insurance in the form of an Additional Insured Endorsement Rider or other proof acceptable to County.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, CONTRACTOR shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the CONTRACTOR shall promptly pay or cause to be paid all premiums due thereon.

In the event CONTRACTOR receives notice of cancellation of said insurance, CONTRACTOR shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. CONTRACTOR shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the CONTRACTOR'S receipt of said notice of cancellation of CONTRACTOR'S insurance.

Any failure by the CONTRACTOR to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the CONTRACTOR.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR'S obligation to indemnify the COUNTY.

This Agreement shall be void and of no effect unless throughout the term of this Agreement CONTRACTOR, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to County.

7. This agreement may be terminated by either party upon sixty (60) days written notice to the other party at the party's address stated herein.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

Date 11-10-21

By: Theodore T. Kusnierz, Jr.
Theodore T. Kusnierz, Jr., Chairman
Board of Supervisors
Per Resolution #279-2021

Date 11-4-2021

Pittsfield Communications Systems, Inc.

By: [Signature]

Name JOHN J. BURICH

Title PRESIDENT

Federal I.D. # 04-3204725

APPROVED:

[Signature]
Michael Hartnett
County Attorney

SARATOGA COUNTY PURCHASING

Central Stores - Central Printing - Central Mail
50 West High Street * Ballston Spa, NY 12020

JOHN T. WARMT
Director of Purchasing

Telephone: (518) 885-2210
Fax: (518) 885-2220
jwarmt@saratogacountyny.gov

MEMORANDUM

TO: Carl Zeilman, Commissioner of Emergency Services

FROM: John Warmt, Purchasing *JW*

DATE: August 9, 2021

RE: Radio Removal, Installation, and Services - 21-ESRS-1

Below is the recap of bids received, please get back to me with your award recommendation.

EST. 1 YR. QUANTITY	ITEM	PITTSFIELD COMMUNICATIONS
10	Mobile Radio - 2-piece installation	\$ 185.00
10	Mobile Radio - 2-piece removal	\$ 40.00
10	Mobile Radio - 1-piece installation	\$ 125.00
10	Mobile Radio - 1-piece removal	\$ 25.00
10	Installation of Light Bar w/Controller	\$ 285.00
10	Removal of Light Bar w/Controller	\$ 75.00
10	Installation of Siren Controller & Speaker	\$ 125.00
10	Removal of Siren Controller & Speaker	\$ 40.00
10	Installation of (Havis, etc.) Mobile Console	\$ 129.00
10	Removal of (Havis, etc.) Mobile Console	\$ 50.00
10	Installation of Computer Docking Station	\$ 139.00
10	Removal of Computer Docking Station	\$ 50.00
10	Installation of Head Light Flashers	\$ 125.00
10	Removal of Head Light Flashers	\$ 65.00
10	Programming Mobile Radio with County Templates	\$ 35.00
10	Programming Portable Radio with County Templates	\$ 35.00
Technician Rate for Technical Services		\$ 95.00

Contact information: Pittsfield Communications - Michael O'Brien (413) 448-8214

*CPC
8/10/21*

PROPOSAL
***** (BID RESPONSE FORM) *****

Pittsfield Communications Systems agrees to furnish Radio Removal, Installation, and
(firm name)

Services to Saratoga County, as called for in specification 21-ESRS-1.

EST. 1 YR.		BID PRICE
QUANTITY	ITEM	
10	Mobile Radio - 2-piece installation	\$ <u>185.00</u> per each
10	Mobile Radio - 2-piece removal	\$ <u>40.00</u> per each
10	Mobile Radio - 1-piece installation	\$ <u>125.00</u> per each
10	Mobile Radio - 1-piece removal	\$ <u>25.00</u> per each
10	Installation of Light Bar w/Controller	\$ <u>285.00</u> per each
10	Removal of Light Bar w/Controller	\$ <u>75.00</u> per each
10	Installation of Siren Controller & Speaker	\$ <u>125.00</u> per each
10	Removal of Siren Controller & Speaker	\$ <u>40.00</u> per each
10	Installation of (Havis, etc.) Mobile Console	\$ <u>129.00</u> per each
10	Removal of (Havis, etc.) Mobile Console	\$ <u>50.00</u> per each
10	Installation of Computer Docking Station	\$ <u>139.00</u> per each
10	Removal of Computer Docking Station	\$ <u>50.00</u> per each
10	Installation of Head Light Flashers	\$ <u>125.00</u> per each
10	Removal of Head Light Flashers	\$ <u>65.00</u> per each
10	Programming Mobile Radio with County Templates	\$ <u>35.00</u> per each
10	Programming Portable Radio with County Templates	\$ <u>35.00</u> per each

Technician Rate for Technical Services \$ 95.00 per hour

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE 7/27/21 SIGNATURE [Signature]
 NAME & TITLE Michael O'Brien Manager
 COMPANY Pittsfield Communications Systems
 ADDRESS 1502 West Housatonic Street
Pittsfield Mass 01201
 TELEPHONE 413-448-8214
 FAX 413-448-6263
 E-MAIL Mobrien@pittsfieldcommunications.com



10/19/21

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 279 - 2021

Introduced by Supervisors Lant, Allen, Connolly, Lucia, Raymond, Schopf and Smith

AUTHORIZING AN AGREEMENT WITH PITTSFIELD COMMUNICATIONS SYSTEMS, INC., FOR THE REMOVAL, INSTALLATION, PROGRAMMING AND MAINTENANCE OF THE COUNTY'S PUBLIC SAFETY RADIO EQUIPMENT

WHEREAS, pursuant to Resolutions 247-2017 the County entered into a three-year agreement with Pittsfield Communications Systems, Inc. for the provision of non-warranty maintenance services of radio equipment utilized by the various County departments who use the County radio system, and the agreement with Pittsfield Communications Systems, Inc. has expired; and

WHEREAS, the Office of Emergency Services solicited bids for the removal, installation, programming, and maintenance of the County's radio system equipment; and

WHEREAS, our Public Safety Committee and the Commissioner of our Office of Emergency Services have recommended that the County enter into an agreement with Pittsfield Communications Systems, Inc., the lowest bidder, for a term of three years, subject to renewal for an additional term of one year, at the rates submitted in their bid proposal, with the total cost not to exceed \$35,000 per year for the provision of removal, installation, programming, and maintenance services for the County's public safety radio system equipment maintained by the Office of Emergency Services, the Department of Public Works, the District Attorney's Office, and the Sheriff's Department; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with Pittsfield Communications Systems, Inc. of Pittsfield, Massachusetts, for the maintenance of the County's public safety radio system equipment maintained by the Office of Emergency Services, the Department of Public Works, the District Attorney's Office, and the Sheriff's Department, for a term of three years commencing September 1, 2021 and terminating August 31, 2024, subject to renewal for a term of one year, at an annual cost not to exceed \$35,000; and be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and, be it further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact.



PITCOM-01

AGROVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions to be included. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 Berkshire Insurance Group, Inc.
 PO Box 4839
 Pittsfield, MA 01202

INSURED
 Pittsfield Communications Systems, Inc.
 1502 West Housatonic St.
 Pittsfield, MA 01201

CONTACT: Adrianna Grover
 PHONE: (413) 499-3918
 FAX: (413) 499-3918
 EMAIL: agrover@berkshireinsurancegroup.com
 ADDRESS: agrover@berkshireinsurancegroup.com

INSURERS AFFORDING COVERAGE

INSURER A: CENTRAL MUTUAL INSURANCE CO	NAIC #: 20230
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (RED/BLD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PERIL AGGREGATE LIMIT APPLIES PERL: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PERIL <input type="checkbox"/> LOC OTHER:	X	CLP9779099	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq. Contnce) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP9779090	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Eq. Accidents) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE COE: <input checked="" type="checkbox"/> RETENTION(S) 0		CXS9779092	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY OR PARTNERS/EXECUTIVE OFFICER (INCLUDES EXCLUSIONS) (Specify in RTR) Y/N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER P.L. EACH ACCIDENT \$ P.L. DISEASE - EA EMPLOYEE \$ P.L. DISEASE - POLICY LIMIT \$
A	Business Auto-NY		BAP9779091	9/1/2021	9/1/2022	Liability Limit 1,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Communication installation work as required.

County of Saratoga is an additional insured for General Liability as required by written contract and only as respects insured's ongoing operations relative to the certificate holder.

CERTIFICATE HOLDER

County of Saratoga
 40 McMaster Street
 Ballston Spa, NY 12020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Adrianna M. Grover



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C No. Ext.): 1-800-524-7024 FAX (A/C No.): ADDRESS:	
INSURED: Pittsfield Communication Systems Inc. DBA: PITTSFIELD COMMUNICATION 1502 West Housatonic St Pittsfield MA 01201		INSURER(S) AFFORDING COVERAGE INSURER A: Wwvc Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #: 25011	

COVERAGES **CERTIFICATE NUMBER: 1763237** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAF CLAIMS.

INSR. LTR.	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED. EXP. (ANY ONE PERSON) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPLET. AGO \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N N/A N	WVVC3489575	12/15/2020	12/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL: EACH ACCIDENT \$ 1,000,000 EL: DISEASE - EA EMPLOYEE \$ 1,000,000 EL: DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER County of Saratoga 40 McMaster Street Ballston Spa NY 12020	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement amends the policy by adding the following; please read each section carefully.

EMPLOYEE BENEFITS LIABILITY COVERAGE

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS

ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS

INCLUDE DIRECTORS OR TRUSTEES OR COMMITTEES AS EMPLOYEES

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US

NEWLY FORMED OR ACQUIRED ORGANIZATIONS

NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION

VOLUNTARY PROPERTY DAMAGE

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

FIRE, SPRINKLER LEAKAGE OR EXPLOSION

POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT

AGGREGATE LIMITS OF INSURANCE AMENDMENT

SUPPLEMENTARY PAYMENTS - HIGHER LIMITS

REASONABLE FORCE EXPANSION - PROPERTY DAMAGE

LOST KEY COVERAGE

PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

A. Employee Benefits Liability Coverage

The following is added to Section I - Coverages: **EMPLOYEE BENEFITS LIABILITY COVERAGE.**

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE for Employee Benefits Liability Coverage and
- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:

- 1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- 2) The act, error or omission is caused by an "occurrence" that takes place in the

"coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage," or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

- 1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or
- 2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages A and B apply except for Paragraphs 1, b, and 2.

SECTION II - WHO IS AN INSURED, Paragraphs 2, and 3, are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program."
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

- 1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) Claims made or suits brought;
 - c) Persons or organizations making claims or bringing suits;
 - d) Acts, error or omissions which result in loss; or
 - e) Benefits included in your "employee benefit program."
- 2) \$2,000,000 is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
- 3) Subject to the above Limit, \$1,000,000 is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - a) An act, error or omission; or
 - b) A series of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

4. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$1,000. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit"
 apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or

"suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV. CONDITIONS, Paragraphs 2, and 4, are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
 - 1) What the act, error or omission was and when it occurred; and
 - 2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - 1) Immediately record the specifics of the "claims" or "suit" and the date received; and
 - 2) Notify us as soon as practicable.You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - 2) Authorize us to obtain records and other information;
 - 3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:
 - a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."However, "administration" does not include handling payroll deductions.
2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;
 - c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a leased worker. "Employee" does not include a temporary worker.

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who is An Insured is amended to include as an additional insured any person or

organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to 2.b. below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- 1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:

- 1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion b. does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such

person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. An express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - 1) The exceptions contained in Sub-paragraphs d. or f.; or
 - 2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

F. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition 5:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

G. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV, CONDITION 8., is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

H. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV.2. - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

J. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is \$2,500 for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of \$25,000.
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250.

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:
 - a. To "loss" of property at premises owned, rented, leased, operated, or used by you;
 - b. To "loss" of property while in transit;
 - c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
 - d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
 - e. To "loss" of property included within the "Products/Completed Operations Hazard";
 - f. To "loss" of property which is an "auto" or "mobile equipment";
 - g. To "loss" of property caused by "pollutants";
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

K. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion 2.g. is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
 - a) Less than 60 feet long; and
 - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
 - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle (that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
- 6) An aircraft you do not own provided it is not operated by any insured.

L. Fire, Sprinkler Leakage Or Explosion

1. SECTION I - GENERAL LIABILITY COVERAGES is amended as follows:

- a. The last paragraph of 2. Exclusions under A. Bodily Injury and Property Damage Liability is replaced by the following:
Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- b. Section III - Limits of Insurance is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

2. The Damage to Premises Rented To You Limit is \$300,000 unless a higher limit is shown on the declaration or change endorsement.

3. Paragraph 4.b. of the Other Insurance is amended as follows:
The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"
4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:
The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

M. Pollution Coverage For Upset Of Mobile Equipment:

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" cause directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

- a. With regard only to the coverage provided by this extension K., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants"; or
- 3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

N. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph 2, applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

O. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph 1.b. is replaced by the following:

Up to \$2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$400 a day because of time off from work.

P. Reasonable Force Expansion - Property Damage

Exclusion 2.a. of Coverage A is replaced with the following:

- a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This

exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion 2.j.4) Personal property in the care, custody or control of the insured is amended to add: However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item 2.a.2)b):

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees, or agents;
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

R. Personal and Advertising Injury Definition

Under SECTION V - DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

S. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:

When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a. There shall be no duplication of the Limits of Insurance.
- b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

T. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding: LIBERALIZATION

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Sheriff's Office

DATE: 06/24/2024

COMMITTEE: Public Safety



This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize the Chairman to enter into a contract for specialized law enforcement services with the Village of Corinth.

3. Specific Details on what the resolution will authorize:

This Resolution will authorize the Chairman to enter into a contract with the Village of Corinth for specialized law enforcement services. The Sheriff's Office currently provides a Deputy Sheriff assigned to the Village of Corinth to patrol 8 hours per day, 7 days per week. The Village of Corinth requests to continue the same services. The term of the agreement will be from June 1, 2024 to May 31, 2025 and the contract amount will be \$176,088.69. The form and content of such agreement to be subject to the approval of the Sheriff and County Attorney.

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted Yes

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.30-2262	Reimb For Sheriff Services	\$99,115.00

Expense

Account Number	Account Name	Amount
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Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Increase A-0599.B Appropriated Fund Balance-Budgetary

Amount: \$99,115.00

5. Identify Budget Impact (**Required**):

Other

- a. G/L line impacted A.30.301-2262
- b. Budget year impacted 2024
- c. Details

The budget will be amended to accept these funds and increase fund balance by \$99,115.00 (Contract portion for year 2024).

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

No

Purchasing Office Consulted

No

8. Is a grant being accepted: YES or NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

Villages in NYS run on a fiscal year beginning June 1.
Previous Resolution 153-2021.

5/18/21



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~153-2021~~

**Introduced by Supervisors Lant, Butler, Fish, Murray, Ostrander, Wright and Young
Allen, Connolly, Lucia, Raymond, Schopf and Smith**

**AUTHORIZING A CONTRACT FOR POLICE SERVICES WITH THE
VILLAGE OF CORINTH, ~~AMENDING THE 2021 COMPENSATION SCHEDULE
UNDER THE SHERIFF'S DEPARTMENT, AND AMENDING THE 2021 COUNTY
BUDGET IN RELATION THERETO~~**

**WHEREAS, in 2021 the Village of Corinth and the County entered into a three
(3) year contract (Resolution 153-2021) for specialized law enforcement services
commencing June 1, 2021.**

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WHEREAS, The Village of Corinth has requested authorization for a proposed one three (13) year contract for Specialized Law Enforcement services for the Village of Corinth to be provided by the Sheriff's Office Department; and

WHEREAS, the proposed contract includes reimbursement by the Village for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; and

WHEREAS, our Public Safety Committee, the Director of Human Resources, and the Sheriff have recommended that: i) the County enter into an agreement with the Village of Corinth for Specialized Law Enforcement services for a term of three one years commencing June 1, 2024 2021; and ii) the 2021 Saratoga County Compensation Schedule be amended under the Sheriff's Department to create one new position of PBA Contract Deputy Sheriff at a base salary of \$55,255; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute a contract for specialized law enforcement police services with the Village of Corinth, for one patrol operating Monday through Sunday, 8 hours per day covering the entire Village of Corinth, for a term of one three years commencing on June 1, 2024 2021 and terminating on May 31, 2025 2024, at a total cost of \$176,088.69, 275,904.47 to be paid as follows:

<u>1) June 1, 2021 — December 31, 2021:</u>	<u>\$ 78,255.14</u>
<u>2) January 1, 2022 — December 31, 2022:</u>	<u>\$136,672.02</u>
<u>3) January 1, 2023 — December 31, 2023:</u>	<u>\$139,155.21</u>
<u>4) January 1, 2024 — May 31, 2024:</u>	<u>\$ 59,056.03</u>

and, be it further

RESOLVED, that the 2021 Saratoga County Compensation Schedule is amended effective June 1, 2021 as follows:

RESOLVED, that the Sheriff's ~~Office~~ Department shall provide such police services to the Village of Corinth for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Village; and be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney and the Sheriff; ~~and; be it further~~

~~RESOLVED, that the 2021 Saratoga County Budget is amended as follows:-~~

SHERIFF'S DEPARTMENT

Appropriations:

Increase Acct.: #A.30.000 6000 Regular Wages	\$ 45,124.92
Increase Acct.: #A.30.000 6960 Health Insurance	\$ 27,074.95
Increase Acct.: #A.30.000 8293 Equipment Maintenance	\$ 1,450.00
Increase Acct.: #A.30.000 8518 Uniform Expenses	\$ 2,630.00
	\$ 78,255.14

Revenue:

Increase Acct.: #A.30.2262 Reimb For Sheriff Services	\$ 78,255.14
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BUDGET IMPACT STATEMENT: Neutral impact. The expenses incurred by the Sheriff to provide these services will be reimbursed by the Village of Corinth.