



Law & Finance Committee

Wednesday, August 14, 2024 4PM

40 McMaster Street, Ballston Spa, NY

Chair: Matthew Veitch

Members: Diana Edwards, Joe Grasso, John Lant,
Scott Ostrander VC, Kevin Tollisen, Kevin Veitch

Agenda

Welcome and Attendance

Approval of the minutes from July 10, 2024

HEALTH & HUMAN SERVICES

- Amending Resolution 296 – 2021 to authorize amendments to health contracts to include state-funded cost-of-living increases and amending the 2024 County Budget in relation thereto.
(Michael Prezioso, Commissioner of Mental Health & Addiction Services)
BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds and authorize the related expenses.
- Amending an agreement with the Alcohol and Substance Abuse Prevention Council of Saratoga, Inc. to include state-funded cost-of-living increases for the Certified Recovery Peer Advocate.
(Michael Prezioso, Commissioner of Mental Health & Addiction Services)
BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds and authorize the related expenses.
- Accepting a Health Insurance Information Counseling and Assistance Program Grant from the New York State Office for the Aging and amending the 2024 County Budget in relation thereto.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds and authorize the related expenses.
- Accepting additional Community Services for the Elderly Program and Wellness in Nutrition program grant funding from the New York State Office for the Aging, and amending the 2024 County budget in relation thereto.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds and authorize the related expenses.

- Authorizing an agreement with the Town of Halfmoon to provide funding for the purchase of a transportation vehicle for Seniors and amending the 2024 County budget in relation thereto.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT STATEMENT: The budget will be amended to increase expenses and decrease fund balance by \$23,750.
- Authorizing an agreement with the Town of Clifton Park to provide funding for the purchase of a transportation vehicle for Seniors and amending the 2024 County budget in relation thereto.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT STATEMENT: The budget will be amended to increase expenses and decrease fund balance by \$23,750.
- Authorizing an agreement with Rebuilding Together Saratoga, Inc. to provide accessibility modifications to homes and amending the 2024 County Budget in relation thereto.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT STATEMENT: The budget will be amended to increase expenses and decrease fund balance by \$59,000.
- Accepting a Community Optional Preventive Services Program Grant from the New York State Office of Children and Family Services.
(Patrick Maxwell, Commissioner of Social Services)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Accepting Public Health Emergency Preparedness grant funds from the New York State Department of Health and Health Research Inc. for Public Health Emergency Preparedness.
(Daniel Kuhles, Commissioner of Health)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.

BUILDINGS & GROUNDS

- Authorizing National Grid Utility Easements on county property related to improvements associated with county capital projects.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT STATEMENT: No budget impact.
- Authorizing a sublease with the New York State Unified Court System for shared Judicial chambers.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.

HUMAN RESOURCES & INSURANCE

- Accepting New York State Healthcare and Mental Hygiene Worker Bonus Program Funds, disbursing program funds to eligible County employees, and amending the 2024 County Budget in relation thereto.
(Scot Chamberlain, Director of Human Resources)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Amending the Policies and Procedures Manual by revising the current Vacation Carryover Policy.
(Scot Chamberlain, Director of Human Resources)
BUDGET IMPACT STATEMENT: No budget impact.

PUBLIC SAFETY

- Authorizing an agreement with the United States Department of the Navy for the lease of night vision goggles.
(Michael Zurlo, County Sheriff)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Accepting an Alternatives to Incarceration Grant from the New York State Division of Criminal Justice Services and approving the Alternatives to Incarceration Service Plan.
(Susan Costanzo, Probation Director)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Accepting a Pretrial Services Grant from the New York State Division of Criminal Justice Services.
(Susan Costanzo, Probation Director)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Authorizing an agreement with Bishop House Consulting, Inc. for Probation Department training services.
(Susan Costanzo, Probation Director)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Accepting an Aid to Defense Supplemental Grant from the New York State Division of Criminal Justice Services and amending the 2024 County budget in relation thereto.
(Andrew Blumenberg, Public Defender)
BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds and increase fund balance by \$461,481.

- Authorizing an agreement with Patriot Towers Inc. for the installation of a 20-foot monopole extension to the Saratoga County Emergency Radio Communications Tower in the Town of Clifton Park.
(Andre Delvaux, Director of Emergency Management)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.

TRAILS & OPEN SPACE

- Authorizing the transfer of funds from the Trails Development Reserve Fund and amending the 2024 County Budget in relation thereto.
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT STATEMENT: The budget will be amended to increase appropriations and reduce the Trail Reserve Fund by \$10,000
- Awarding 2024 Trails Grants.
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Authorizing the necessary agreements to apply for, accept, and administer a New York State Snowmobile Trail Grant-in-Aid Program Grant.
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.

LAW & FINANCE

- Adopting a Local Law to provide salary increases for certain county officials and amending the 2024 Compensation Schedule.
(Scot Chamberlain, Director of Human Resources)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the 2024 County budget.
- Amending an agreement with Hugh G. Burke, Esq. for legal services pertaining to the Freedom of Information Law requests for the District Attorney's office.
(Karen Heggen, District Attorney)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Approving the proposed increase in the maximum estimated cost of proposed upgrades to the Saratoga County Sewer District's No. 1 Wastewater Treatment Plant to properly treat ammonia and meet new limits proposed by the New York State Department of Environmental Conservation.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT STATEMENT: No budget impact.

- Bond resolution authorizing an increase in the estimated maximum cost of upgrades to Saratoga County Sewer District No. 1 ammonia treatment facilities.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT STATEMENT: No budget impact.
- Authorizing an agreement with WM. J. Keller & Sons Construction Corporation for the Installation of a Sewer Forcemain Extension in the Town of Malta.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Amending an agreement with Ramboll Americas Engineering Solutions, Inc. for engineering services related to the repair of aeration tanks 5 – 8 at the Saratoga County Sewer District’s No.1 Wastewater Treatment Plant.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Authorizing an agreement with the Law Office of Robert King, PLLC and Stag Liuzza, PLLC for legal services related to PFAS Litigation services.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT STATEMENT: No budget impact.
- Authorizing an agreement with SageSmith to provide election results reporting software.
(Cassandra Bagramian, Joe Suhrada, Commissioner of Elections)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Authorizing an agreement with Nationwide Court Services, Inc. for the service of legal papers in court proceedings for various county departments.
(George Conway, County Attorney)
BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.
- Appointing a Director of Weights & Measures A and Consumer Affairs.
(Steve Bulger, County Administrator)
BUDGET IMPACT STATEMENT: No budget impact.

EXECUTIVE SESSION

- Discussion regarding the proposed acquisition, sale or lease of real property.

OTHER BUSINESS

- **Setting agenda for Board Meeting Scheduled For August 20, 2024**

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: Human Resources

DATE: 7/30/2024

COMMITTEE: Law & Finance



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

County Attorney's Office
Consulted Yes

1. Is a Resolution Required:

Yes, Amendment to Compensation Schedule

2. Proposed Resolution Title:

ADOPTING A LOCAL LAW IDENTIFIED AS INTRODUCTORY NO. 2, PRINT NO. 1 OF 2024, RELATIVE TO AMENDING THE 2024 SARATOGA COUNTY COMPENSATION SCHEDULE TO PROVIDE SALARY INCREASES FOR CERTAIN COUNTY OFFICIALS

3. Specific Details on what the resolution will authorize:

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
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Expense

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

Amount:

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

Other

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

No budget impact. Funds are included in the 2024 County budget.

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

Human Resources Consulted

Yes

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):

Purchasing Office Consulted

N/A

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:

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 Draft Resolution

10. Remarks:



BOARD OF SUPERVISORS

8/20/2024

RESOLUTION XXX - 2024

Introduced by Law and Finance: Supervisors M. Veitch, Edwards, Grasso, Lant, Ostrander, Tollisen, and K. Veitch

ADOPTING A LOCAL LAW IDENTIFIED AS INTRODUCTORY NO. 2, PRINT NO. 1 OF 2024, RELATIVE TO AMENDING THE 2024 SARATOGA COUNTY COMPENSATION SCHEDULE TO PROVIDE SALARY INCREASES FOR CERTAIN COUNTY OFFICIALS

WHEREAS, Resolution 189-2024 introduced and presented a proposed Local Law identified as Introductory No. 2, Print No. 1 of 2024, to this Board of Supervisors and scheduled a public hearing thereon for August 14, 2024, at 4:35P.M. in the Meeting Room of the Saratoga County Board of Supervisors, 40 McMaster Street, Ballston Spa, NY; and

WHEREAS, the scheduled public hearing was held and all persons desiring to be heard have been heard by this Board; now, therefore, be it

RESOLVED, that this Board of Supervisors, on this 20th day of August 2024 hereby adopts a Local Law identified as Introductory No. 2, Print No. 1 of 2024, as set forth in the annexed Schedule A; and it is further

RESOLVED, that the Budget Director is authorized to make any necessary interdepartmental budget transfers to account for the additional costs associated with this Resolution; and be it further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the 2024 County budget.

INTRODUCTORY NO. 2

PRINT NO. 1

INTRODUCED BY SUPERVISORS: M. Veitch, Edwards, Grasso, Lant, Ostrander, Tollisen, and K. Veitch

COUNTY OF SARATOGA

LOCAL LAW 2024

A LOCAL LAW AMENDING THE 2024 SARATOGA COUNTY COMPENSATION SCHEDULE TO PROVIDE A SALARY AND COST-OF-LIVING INCREASES FOR CERTAIN COUNTY OFFICIALS

BE IT ENACTED by the Saratoga County Board of Supervisors as follows:

SECTION 1. The 2024 compensation for the following County Officials shall be increased to the following levels, effective July 19, 2024:

ELECTED OFFICIALS

Susan Hayes-Masa, Coroner	\$ 41,499
David DeCelle, Coroner	\$ 41,499
Craig Hayner, County Clerk	\$ 132,357
Michael Zurlo, Sheriff	\$ 151,493
JoAnn Kupferman, Acting County Treasurer	\$ 132,357

APPOINTED OFFICIALS

Joseph Suhrada, Commissioner of Elections	\$ 95,800
Cassandra Bagramian, Commissioner of Elections	\$ 95,800
Lauren Roberts, Historian	\$ 76,350
George Conway, County Attorney	\$ 155,042
John Warnt, Director of Purchasing	\$ 104,549
Scot Chamberlain, Director of Human Resources	\$ 138,128
Daniel Kuhles, Commissioner of the Department of Health	\$ 214,767
Andrew Blumenberg, Public Defender	\$ 151,381
Anna Stanko, Director of Real Property Tax Services	\$ 101,321
Patrick Maxwell, Commissioner of Social Services	\$ 134,984
Matthew Maiello, Conflict Defender	\$ 117,937
Chad Cooke, Commissioner of Public Works	\$ 158,639

SECTION 2. This Local Law is subject to a permissive referendum as provided in Municipal Home Rule Law §24.

SECTION 3. This Local Law shall become effective as provided in Municipal Home Rule Law §27.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the 2024 County Budget.



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: District Attorney

DATE: 08/05/24

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Authorizing an amendment to the agreement with Hugh G. Burke, Esq., for the provision of legal services pertaining to the Freedom of Information Law (FOIL) requests for the District Attorney's Office.

3. Specific Details on what the resolution will authorize:

The resolution will authorize an amendment to the agreement with Hugh G. Burke, Esq., for the provision of legal services pertaining to the Freedom of Information Law (FOIL) requests for the District Attorney's Office. Mr. Burke currently has a contract with the District Attorney's Office but has exceeded the \$35,000 limit due to the amount of work that needs to be done. Mr. Burke's services are required as we have open attorney positions in our office that we are having difficulty filling and no one else available to process the FOIL requests. He is earning \$158 per hour for the work he is providing.

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

County Attorney's Office
Consulted **Yes**

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
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Expense

Account Number	Account Name	Amount
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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

a. G/L line impacted A.25.000.8110 Attorney Fees; A.25.000.8119 Expenses Related to Legal Services

b. Budget year impacted 2024

c. Details

Services will be provided at a rate of \$158/hour plus reasonable expenses, if any, not to exceed \$50,000. The hourly rate will be taken from account A.25.000.8110 Attorney Fees and any expenses will be taken from account A.25.000.8119 Expenses Related to Legal Services.

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 Professional Service

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):

Hugh G. Burke, Esq.
4 Bradbury Street
Clifton Park, NY 12065

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: **December 31, 2024**

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 Draft Resolution from CA Office

10. Remarks:

Hugh G. Burke Esq.
4 Bradbury St.
Clifton Park N.Y. 12065
(518) 469- 3165
burkejure@hotmail.com

Karen Heggen Esq.
District Attorney
Saratoga County District Attorney's Office
40 McMaster St.
Ballston Spa, N.Y. 12020

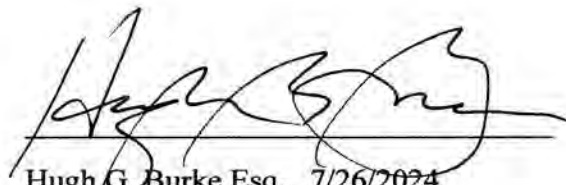
Dear Ms. Heggen,

Kindly accept this letter to outline the scope of services which I offer with regard to a proposed contract for services.

I propose to provide legal advice and representation with regard to N.Y. Public Officer's Law, Art. 6, sections 84-90, commonly known as the N.Y. Freedom of Information Law (FOIL), including legal review and advice regarding the statute and preparation of materials in response to FOIL requests which involve the District Attorney. Such services would supplement those services provided by the Saratoga County Attorney, but would not include such matters as are under the exclusive purview of the County Attorney; such as litigation.

Services would be provided at the hourly rate of \$158/hour plus reasonable expenses, if any, to be included in a contract to follow.

Thank you for your consideration.


Hugh G. Burke Esq., 7/26/2024



BOARD OF SUPERVISORS

8/20/2024

RESOLUTION Draft 13 – 2024

Introduced by Law and Finance: Supervisors M. Veitch, Edwards, Grasso, Lant, Ostrander, Tollisen, and K. Veitch

AMENDING AN AGREEMENT WITH HUGH G. BURKE, ESQ. FOR THE PROVISION OF LEGAL SERVICES PERTAINING TO FREEDOM OF INFORMATION LAW REQUESTS FOR THE DISTRICT ATTORNEY'S OFFICE

WHEREAS, the District Attorney's Office has a backlog of pending Freedom of Information Law (FOIL) requests due to unfilled positions, thus outside legal assistance is required to timely review, compile, and respond to the FOIL requests; and

WHEREAS, pursuant to Resolution 79 – 2024, the legal services rendered by Hugh G. Burke, Esq., of Clifton Park, since January 2024 has exceeded the minor contract limit of fifteen thousand dollars (\$15,000) and it was necessary to enter into an amended agreement with Hugh G. Burke, Esq., increasing the contract limit to a not to exceed amount of thirty-five thousand dollars (\$35,000); and

WHEREAS, due to the aforementioned FOIL backlog, the legal services rendered by Hugh G. Burke, Esq., of Clifton Park, has since exceeded the amended major contract limit of thirty-five thousand dollars (\$35,000) and it is necessary to enter in an amended agreement with Hugh G. Burke, Esq., increasing the contract limit to a not to exceed amount of fifty thousand dollars (\$50,000); and

WHEREAS, Hugh G. Burke, Esq. has submitted an updated Scope of Services document, dated July 26, 2024, which outlines his intent to provide legal services to the District Attorney's Office as it pertains to the aforementioned pending FOIL backlog, at a rate of one hundred fifty eight dollars (\$158) per hour, plus additional expenses, if any; and

WHEREAS, the Public Safety Committee and the District Attorney have recommended that the County enter into an amended agreement with Hugh G. Burke, Esq. to provide legal services to the District Attorney's Office as it pertains to the aforementioned pending FOIL backlog, at a rate of one hundred fifty eight dollars (\$158) per hour, plus additional expenses, if any, increasing the contract limit to a not to exceed amount of fifty thousand dollars (\$50,000); now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors is authorized to execute an amended agreement with Hugh G. Burke, Esq., pertaining to the backlog of pending FOIL requests within the District Attorney's Office, at a rate of one hundred fifty eight dollars (\$158) per hour, plus additional expenses, if any, increasing the contract limit to an amount not to exceed fifty thousand dollars (\$50,000); and be it further

RESOLVED, that the form and content of such an agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.



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: Sewer District #1

DATE: 8/2/2024

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

APPROVING THE PROPOSED INCREASE IN THE MAXIMUM ESTIMATED COST OF PROPOSED UPGRADES TO SARATOGA COUNTY SEWER DISTRICT NO. 1 WASTEWATER TREATMENT PLANT TO PROPERLY TREAT AMMONIA AND MEET NEW LIMITS PROPOSED BY NYSDEC

3. Specific Details on what the resolution will authorize:

This is the "Public Interest Resolution" to increase the total cost of the Ammonia Project. We are raising the total project cost to a total of \$52,628,45. The inclusion of these costs is to satisfy County Law for Districts. These costs have been accounted for in annual budgeting and are not being financed.

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 Yes

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

Revenue

Account Number	Account Name	Amount
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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

Purchasing Office Consulted

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

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:



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: Sewer District #1

DATE: 8/2/2024

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

BOND RESOLUTION AUTHORIZING AN INCREASE IN THE ESTIMATED MAXIMUM COST OF UPGRADES TO SARATOGA COUNTY SEWER DISTRICT NO. 1 AMMONIA TREATMENT FACILITIES

3. Specific Details on what the resolution will authorize:

This bond resolution only increases the maximum cost of the project and needs to be done per County Law. Soft costs such as engineering and bond counsel were not included in the previous resolutions, and have been paid out of annual budgets and are not being financed.

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 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

- G/L line impacted
- 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

Purchasing Office Consulted

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

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:

Bond Counsel prepared this resolution.



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: Sewer District #1

DATE: 8/2/2024

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an agreement with WMJ Keller & Sons Construction Corp for the Lakeview Landing Forcemain Extension Project in the Town of Matla

3. Specific Details on what the resolution will authorize:

Authorization of a contract to perform the extension of a 4" low pressure forcemain to quell nuisance concerns in the neighborhood at a cost of \$130,581

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 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 ES.81.812-7092
- Budget year impacted
- Details

Will be requesting a budget transfer from unused funds in 813-7095 relating to planned work at the 523 South Main street facility to cover these costs.

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

Purchasing Office Consulted

a. Type of Solicitation BID

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

24-SDLLFME-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):

1435 Rte 9 Castleton NY 12033

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

f. State of vendor/contractor organization: NY

g. Commencement date of contract term: TBD

h. Termination of contract date: TBD

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources 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 _____

10. Remarks:



2/23/23

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 53 - 2023

Introduced by Law and Finance: Supervisors Schopf, Barrett, Edwards, Grasso, Lant, Tollisen and M. Veitch

WMT J KELLER & SONS CONSTRUCTION CORP.

AUTHORIZING AN AGREEMENT WITH BELLAMY CONSTRUCTION COMPANY, INC. FOR THE INSTALLATION OF A NEW SEWER FORCEMAIN IN THE TOWN OF WILTON MALTA.

EXTENSION

WHEREAS, the Saratoga County Sewer District No. 1 is preparing to install a forcemain connection in the ~~Town of Wilton~~ that will eventually accept flows from the Town of Moreau; and

WHEREAS, the Sewer District's Executive Director solicited bids for the provision of said installation of the new sewer forcemain; and
EXTENSION IN THE TOWN OF MALTA

WHEREAS, Bellamy Construction Company, Inc. submitted the lowest responsible bid for the contract associated with the installation of a new sewer forcemain in the Town of Wilton, and has proposed to provide said services at a cost of \$1,750,500; and
EXTENSION 130,581

WHEREAS, our Law and Finance Committee, the Saratoga County Sewer District No. 1 Sewer Commission, and the Executive Director of the Sewer District have recommended that this Board accept the proposal of Bellamy Construction Company, Inc. for work related to the installation of a sewer forcemain in the Town of Wilton, at a cost not to exceed \$1,750,500; now, therefore, be it
EXTENSION WMT J KELLER & SONS MALTA

WMT J KELLER & SONS CONSTRUCTION CORP. OF CASTLETON NY.

RESOLVED, that the Chair of the Board is authorized to execute an agreement with Bellamy Construction Company, Inc., of Scotia, New York, for construction services related to the installation of a new sewer forcemain in the Town of Wilton, at a cost not to exceed \$1,750,500; and it is further
EXTENSION MALTA 130,581

RESOLVED, that the form and content of the agreement 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 are included in the Department Budget.



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: Sewer District #1

DATE: 8/5/2024

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Authorizing an amended agreement with Ramboll Americas Engineering Solutions, Inc. For Engineering Services related to the repair of aeration tanks 5-8 at the Saratoga County Sewer District No.1 Wastewater Treatment Plant

3. Specific Details on what the resolution will authorize:

Ramboll has been the engineering consultant since the original issue in 2015. The sewer district is finally ready to move forward with the upgrades to the tanks and the installation of the permanent dewatering system. This additional fee of \$47,800 is for construction phase services relating to the work. This brings the total contract value to \$330,800.

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 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

a. G/L line impacted **ES.81.813-7098**

b. Budget year impacted

c. Details

Will utilize funds for the defunct budgeted Arcadis amendment or this additional cost.

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

Purchasing Office Consulted

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):

1Ramboll Americas Engineering Solutions Inc
Syracuse NY
333 W Washington St 13202

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

f. State of vendor/contractor organization: NY

g. Commencement date of contract term: TBD

h. Termination of contract date: TBD

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources 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 _____

10. Remarks:

4/19/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 165 - 2022

Introduced by Law and Finance: Supervisors Schopf, Barrett, Grasso, Lant, Raymond, Tollisen and M. Veitch

**AMENDING RESOLUTION 151-2015, AS AMENDED BY RESOLUTION 97-2017,
AUTHORIZING AN AMENDED AGREEMENT WITH RAMBOLL AMERICAS
ENGINEERING SOLUTIONS, INC. FOR ENGINEERING SERVICES RELATED TO
THE REPAIR OF AERATION TANKS 5 – 8 AT THE SARATOGA COUNTY SEWER
DISTRICT NO. 1 WASTEWATER TREATMENT PLANT**

WHEREAS, Saratoga County Sewer District owns and operates a Wastewater Treatment Plant that is equipped with eight (8) aeration tanks, four of which (Aeration Tank Nos. 5-8) were constructed in 2008; and

WHEREAS, pursuant to Resolution 151-2015, this Board ratified the determination of the Saratoga County Sewer District Commission that a public emergency existed as result of the structural failure of the slab floor of Aeration Tank No. 7 at the Saratoga County Sewer District No. 1's Wastewater Treatment Plant, and authorized the Sewer District's Executive Director to procure, upon consultation with Sewer District's Engineering Committee, those goods and services needed to design a repair to the floor of Aeration Tank No. 7; and

WHEREAS, pursuant to the authority granted by Resolution 151-2015, the Executive Director of the Sewer District executed an agreement with O'Brien & Gere Engineers, Inc. to provide engineering services to the Sewer District related to evaluation, design, bid, and construction phase engineering services relative to the repair of Aeration Tank No. 7 and prepare a report as to the adequacy of the existing design of Aeration Tank Nos. 5, 6, 7, and 8, at a cost not to exceed \$135,000; and

WHEREAS, the engineering and construction of Aeration Tank No. 7 was subject to investigation and litigation between the Sewer District and the engineer of record due to suspected deficiencies in design and construction; and

WHEREAS, the engineering report prepared by O'Brien & Gere recommended that the slab floors of Aeration Tank Nos. 5-8 be replaced due to defective design and construction, and that the new slab floors be secured by a rock-anchor system; and

WHEREAS, pursuant to Resolution 97-2017, the agreement with O'Brien & Gere was amended to include final design engineering services for the replacement of slab floors of Aeration Tank Nos. 5-8, increased construction inspection services, and additional litigation support services, at a revised cost not to exceed \$201,000; and

WHEREAS, O'Brien & Gere Engineering, Inc. was merged with, and is now known as, Ramboll Americas Engineering Solutions, Inc.; and

WHEREAS, to prevent further operational and safety issues in Aeration Tank Nos. 5-8, the Executive Director of the Sewer District requested a review of previous design issues and plan for safe operation of Aeration Tank Nos. 5-8 and providing a permanent groundwater depression system and thereafter Ramboll Americas Engineering Solutions, Inc. submitted various solution options; and

WHEREAS, based on the recommendation of the Executive Director of the Sewer District to pursue a solution to repair Aeration Tank Nos. 5-8, Ramboll Americas Engineering Solutions submitted a proposal for additional engineering services to include ~~final design and bid documents~~ at an additional cost of ~~\$82,000~~; and *CONSTRUCTION PHASE SERVICES*
\$ 47,800

WHEREAS, our Law and Finance Committee, the Saratoga County Sewer District No. 1 Commission and the Sewer District's Executive Director have recommended that the agreement with Ramboll Americas Engineering Solutions, Inc. (f/k/a O'Brien & Gere Engineering, Inc.) be amended to include the proposed ~~final design and bid documents~~ for the repair of Aeration Tank Nos. 5-8 at an additional cost of ~~\$82,000~~; now, therefore, be it *CONSTRUCTION PHASE SERVICES*
\$ 47,800

RESOLVED, that the Chair of the Board is authorized to execute an amended agreement with Ramboll Americas Engineering Solutions, Inc. (f/k/a O'Brien & Gere Engineering, Inc.), of Syracuse, New York, to include the proposed ~~final design and bid documents~~ for the repair of Aeration Tank Nos. 5-8 at the Saratoga County Sewer District No. 1 Wastewater Treatment Plant, at a revised total not to exceed the amount of ~~\$283,000~~; and it is further
\$ 330,800

RESOLVED, that Resolution 151-2015, as amended by Resolution 97-2017, is amended accordingly, and any provision of Resolution 151-2015, as amended by Resolution 97-2017, not inconsistent with this amending resolution shall remain in full force and effect; and it is further

RESOLVED, that the form and content of such amended agreement 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 amended agreement are included in the 2022 budget.



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: Sewer District #1

DATE: 8/2/2024

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing the chairman to enter into an Agreement with Law Office of Robert King PLLC and STAG LIUZZA, L.L.C., for the purpose of providing legal services related to requirements levied due to emerging containment regulations.

3. Specific Details on what the resolution will authorize:

This work is done on a contingency basis. Requirements are coming out now that SCSD will have to comply with which will take time and costs will be incurred.

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

County Attorney's Office
Consulted Yes

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

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

Purchasing Office Consulted

a. Type of Solicitation Professional Service

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):

Law Office of Robert King PLLC
650 Clinton Square
Rochester NY 14604

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

f. State of vendor/contractor organization: NY

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

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:



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: Board of Elections

DATE: 7/2/2024

COMMITTEE: Law & Finance



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

County Attorney's Office
Consulted

1. Is a Resolution Required:

Yes, Contract Renewal

2. Proposed Resolution Title:

Authorizing an Agreement with SageSmith Consulting, LLC to Provide Election Results Reporting Software

3. Specific Details on what the resolution will authorize:

Authorizes an agreement with SageSmith to provide election results aggregation and reporting software for the purpose of certifying the election results and producing public reports

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

- a. G/L line impacted A.22.000-8160
- b. Budget year impacted 2024
- 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 Sole Source

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):

SageSmith Consulting, LLC
Tyson Smith
15 Constitution Drive
Bedford, NH 03110

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

f. State of vendor/contractor organization: New Hampshire

g. Commencement date of contract term: 9/1/2021

h. Termination of contract date: 9/1/2024

i. Contract renewal date and term: 9/4/2024 - 9/3/2028

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing 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 Sole Source Letter; W-9

10. Remarks:



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~223~~—2020

Introduced by ~~Supervisors Pemriek, Kinowski, Kusnierz, Schopf, Tollisen, Winney and Wright~~

AUTHORIZING AN AGREEMENT WITH SAGESMITH CONSULTING, LLC TO PROVIDE ELECTION RESULTS REPORTING SOFTWARE

WHEREAS, the Saratoga County Board of Elections needs to be able to provide timely and accurate reporting of election results to the general public as well as to candidates and campaigns following elections; and

WHEREAS, our Board of Elections is in need of accurate and reliable election results software to display election results for the public on Election Day, as well as to help canvass all votes and compile the report necessary to certify the election; and

WHEREAS, SageSmith Consulting, LLC is a sole-source provider of Election Record software and has proposed a contract renewal for ~~i) the acquisition, onboarding and training thereon of~~ election results reporting software at a cost of ~~\$30,14823,000~~ for the first year; and ii) ~~\$16,9092,900~~ annually for licensing, maintenance, and support for three additional years starting with the second year of the agreement; subject to renewal annually at the end of said four (4) year term at a rate equal to the cost of the previous term plus seven percent (7%); and

WHEREAS, our Law & Finance Committee, the Director of Information Technology and the Commissioners of Election have recommended that the proposal of SageSmith Consulting, LLC to provide Election Record software and service to the Saratoga County ~~Wity~~ Board of Elections be accepted; now, therefore, be it

RESOLVED, that the Chair of the Board and/or the Director of Information Technology is hereby authorized and directed to execute an agreement with SageSmith Consulting, LLC of Charlotte, Vermont, for the provision of election results reporting and management software, for a term commencing at the signing of said agreement and continuing for four (4) years, at an initial cost not to exceed ~~\$30,14823,000~~ for the first year and ~~\$16,9092,900~~ per year for each of the subsequent three years, ~~subject~~ to renewal annually at the end of said four (4) year term at a rate equal to the cost of the previous term plus seven percent (7%); and, be it further

RESOLVED, that the form and content of such agreement to be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.



SageSmith Consulting, LLC
15 Constitution Drive, Bedford, NH 03110
(855) 516-2005
sales@sagesmith.net
www.sagesmith.net

July 2nd, 2024

Saratoga County Board of Elections
50 W. High Street, Ballston Spa, NY 12020

To Whom it May Concern:

SageSmith Consulting, LLC is the maker and sole provider of the Election Record software and service package. To the best of our knowledge, we are the only vendor selling to all New York State counties that provides election results consolidation and reporting software for the purpose of results certification with interfaces for all major ballot tabulation vendors certified by the state.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyson Smith".

Tyson Smith
General Partner

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (“Agreement”) is made and entered into this 5th day of September, 2024 (“Effective Date”), by and between SageSmith Consulting, LLC, a Vermont limited liability company with a mailing address of 15 Constitution Drive 1st Floor Bedford, NH 03110 (“SSC”), County of Saratoga acting by and through its Board of Elections department with a mailing address at 40 McMaster Street, Ballston Spa, NY 12020 (“Client”).

Agreement. Intending to be bound, SSC and Client (if one, “Party” or if both, “Parties”) agree as to the following with the attached **Exhibits**:

1. SaaS Services

1.1. ElectionRecord Services. Subject to the terms of this Agreement, SSC grants to Client, and Client accepts, a limited, non-transferable, non-exclusive right for Client to access and use the ElectionRecord services set forth on **Exhibit A** (the “ElectionRecord Services”) solely (i) for elections held within Saratoga County, New York and under the jurisdiction of the Saratoga County Board of Elections (the “Board”), (ii) during the ElectionRecord Service Term (as defined herein) and (iii) through Authorized Users.

1.2. Content. Subject to the terms of this Agreement, SSC also grants to Client, and Client accepts, a personal, non-transferable, non-exclusive, limited, right to use SSC’s client manuals and related materials provided or made available to Client by SSC in connection with this Agreement (“Documentation”) solely (i) in support of Client’s use of the SaaS Services as authorized in this Agreement and (ii) during the Service Term (as defined herein). The Development Services, SaaS Services, Documentation and all content made available to Client in connection with this Agreement are sometimes collectively referred to as the “Content.” In addition, the Development Services and SaaS Services are sometimes collectively referred to as the “Services.”

1.3. Limited License to SSC. Subject to the terms of this Agreement, and during the Service Term, Client grants to SSC, and SSC accepts, a limited, non-transferable, non-exclusive, royalty-free right and license to (i) incorporate Client Data (as defined below) into the Services, and to use, copy, display, distribute, and modify the Client Data in connection with the Services including, without limitation SSC’s development, promotion, marketing, sale, distribution, maintenance, and modification of ElectionRecord, and in connection with all other SSC activities contemplated under this Agreement and (ii) use Client trademarks or service marks provided by Client to SSC solely for display in the Services and Documentation.

2. Consideration.

2.1. SaaS Fees. Client hereby agrees to pay the fees set forth on **Exhibit A** (the “SaaS Fees”) in accordance with the terms and conditions of this Agreement including, without limitation, the payment schedules set forth on **Exhibit A**, as consideration for the SaaS Services and Documentation provided to Client under this Agreement. The SaaS Fees and the Development Fees shall be referred to collectively herein as the “Fees.”

2.2. Payment Terms. Unless otherwise specified, SSC shall invoice Client for the Fees and payment of each invoice shall be due within thirty (30) days of the date of such invoice. Any

amounts not paid within thirty (30) days of the date of SSC's invoice shall be subject to a finance charge equal to the lesser of one percent (1%) per month or the greatest amount permitted by applicable law. If Client fails to pay any amounts due within thirty (30) days of SSC's invoice, in addition to any other rights and remedies available to SSC, SSC reserves the right to suspend its performance of and/or Client's access to any Services under this Agreement. Client acknowledges and agrees that no such suspension of Services shall constitute a breach by SSC hereunder or a termination of this Agreement and that Client shall have no right to assert any claims or defenses against SSC based on SSC's suspension of Services as authorized hereunder.

2.3. Taxes. Except for taxes based on the net income of SSC, Client shall, in addition to the other amounts payable under this Agreement, pay all current or future applicable taxes that may be levied or imposed by any federal, state, foreign country, or other taxing authority relating to or as a result of the transactions contemplated by this Agreement including, without limitation, state and local privilege, value added tax (VAT), excise, sales, services, withholding, and use taxes.

3. Client Rights and Obligations.

3.1. Client understands and agrees that access to or use of the Services or the Documentation other than as expressly authorized in this Agreement is strictly prohibited.

3.2. Nothing in this Agreement shall be deemed to convey to Client any title or ownership interest in, or license to the Content. Client acknowledges that (i) the Content contains SSC's valuable trade secrets, (ii) SSC reserves all rights, title and privileges not granted to Client herein, and (iii) that SSC is the sole and exclusive owner of all intellectual property rights in the Content, including without limitation the copyright to the Content regardless of whether a copyright notice appears on the Content or whether it has been registered with the United States Copyright Office. Client shall not remove any copyright notices or other proprietary rights notices from the Content.

3.3. Client shall not market, transfer, sell, resell, reproduce, lease, loan, license, sublicense, disclose, display, assign, distribute, time share or otherwise transfer any part of the Content (or any part thereof) to others. Client may not duplicate, modify, create derivative works from or download the Content except that Client may make a reasonable number of copies of the Documentation for internal use by authorized Client personnel. Client agrees that it will not (i) modify, reverse engineer, decompile, translate or disassemble the Content, (ii) create derivative works based on any of the Content, or (ii) access the Services in order to build a competitive or substitute product or service. In addition, Client shall not use the Services to transmit material containing software viruses or other harmful or deleterious computer code, files scripts, agents or programs.

3.4. Client will protect the confidentiality of the Content and prevent unauthorized use or disclosure of any part of the Content in accordance with Section 9 (Confidentiality).

3.5. Client is solely responsible for the procurement, installation, connectivity, check-out and maintenance of all necessary servers, digital storage, terminals, mobile devices, communication links and any other hardware and ancillary software needed to enable Client's access to and use of the Services.

3.6. Client is solely responsible for the content of communications transmitted by Client in using the Services, and shall defend, indemnify and hold harmless SSC from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of such communications.

3.7. Client is solely responsible for securely managing Client passwords and access credential(s) for the Services. Client is responsible for all activity occurring under Client's accounts and shall abide by all applicable laws, rules and regulations in connection with Client's access to and use of the Services, including those related to election laws, data privacy and the transmission of technical or personal data. Client shall notify SSC immediately of any unauthorized use or access to any password, account or User Credentials or any other known or suspected breach of security.

3.8. All of Client's data that is transferred, received or processed by the Services ("Client Data") is and shall remain the property of Client, and SSC's right to use Client Data is limited to the use reasonably necessary for SSC to perform its obligations hereunder, including compliance with applicable law.

3.9. Client shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data. SSC shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data nor for any liabilities arising from a third-party claim that the creation and use of any Client Data infringes upon such third-party's intellectual property rights. Upon Client's written request, SSC will cooperate with Client to make available to Client a file of the Client Data. Client is responsible for maintaining a file of back-up Client Data and for requesting updates from SSC as necessary.

3.10. Client assumes all responsibility, expense and risk of loss for transmission of data to SSC. SSC shall not be liable to Client for any damages resulting from or related to any failure of transmission or transportation of data and/or media to SSC, including, but not limited to loss of data or delay in the delivery of the Services arising out of such loss or failure. SSC's sole responsibility in the event of a failure of transmission or transportation of data and/or media shall be to re-perform the Services following Client's re-transmission of Client Data.

3.11. Additional terms and conditions applicable to the access to and use of the Services by Client are set forth in Appendix I.

4. SSC Responsibilities

4.1. Duplicate Datacenters. During any Election Period (as defined in **Exhibit B**), SSC shall maintain the ElectionRecord websites at two separate datacenters, with a traffic manager routing traffic to both sites such that, if one of the two datacenters becomes unavailable, then the ElectionRecord website would still be available through the second datacenter.

4.2. Performance Objective. SSC's performance objective is >99.0% availability in a calendar month ("Performance Objective"). The Performance Objective is measured by the ratio of minutes the SaaS Services are available in a calendar month to the total number of minutes in that calendar month, excluding regularly scheduled maintenance and downtime. In the event the Performance Objective is not met due to an event under SSC's control, or under the control of hosting service

provider selected by SSC, a credit will be extended to the Client. The credit will be equal to the fees paid by Client for access to and use of the SaaS Services during the time period beginning when Client opens a request for restoration of SaaS Services with SSC's customer support following a failure of the SaaS Services to meet the Performance Objective, and ending at the time the SaaS Services are restored. SSC will acknowledge all requests for credit within 10 business days of receipt and inform Client via email or U.S. postal mail within 30 days whether the request is approved or denied. Credits will be issued within 30 days of the date of the credit approval. All requests for credit are subject to review and verification by SSC.

4.3. Support and Maintenance Services.

4.3.1. Subject to the terms and conditions of this Agreement, SSC shall provide Client with the following support and maintenance for the SaaS Services in accordance with the guidelines outlined in **Exhibit B**: (i) access to online technical support for the SaaS Services, and (ii) analysis and correction of errors in the SaaS Services (collectively, "Support and Maintenance").

4.3.2. Problems caused or contributed to by any of the following are outside the scope of Support and Maintenance provided herein, and SSC may elect, in its sole discretion, whether to provide additional services to address such problems at SSC's standard hourly rate: (i) any hardware, network or operating system change or malfunction relating to equipment not provided by SSC; (ii) use of the SaaS Services other than as described in this Agreement; (iii) any interaction of the SaaS Services with systems, hardware, or software not authorized in writing by SSC; (iv) requests for customizations or the development of new interfaces; and (v) modifications to Client systems, hardware or software interacting with the SaaS Services including, without limitation, modifications to the form or format of the information provided by Client to the SaaS Services ("Input Modifications").

4.3.3. Client shall provide SSC with at least sixty (60) days prior written notice of any Input Modification including, without limitation, Input Modifications impacting the XML files aggregated from Dominion Voting Systems ImageCast Voting Devices. SSC shall not be responsible for the effect that any Input Modifications may have on the SaaS Services, provided that SSC shall use commercially reasonable efforts, at SSC's standard hourly rates, to minimize the effect of Input Modifications on the SaaS Services.

4.4. Support Response Service Level. The chart attached hereto as **Exhibit B** represents SSC guidelines for responding to Support and Maintenance support cases reported by Client. All such support cases must be reported to SSC through the "Help Desk" link on the ElectionRecord website.

4.5. Modifications and Upgrades. In the normal course of business, SSC may modify or improve the SaaS Services for reasons including, but not limited to, changes in regulatory requirements, changes in election industry product and service offerings, changes in communications and computer industry products and standards, new equipment and new SSC offerings. SSC may discontinue any of the SaaS Services immediately if, in SSC's reasonable judgement, any

regulatory, legislative, or judicial determination causes the SaaS Services to violate any applicable law or regulation.

5. Limited Warranty.

5.1. SSC warrants that the Services: (i) will substantially conform to SSC's standard user documentation and (ii) will be performed by qualified personnel in a professional, workmanlike manner consistent with prevailing standards in the industry. Client's exclusive remedy and the entire liability of SSC under these warranties will be, at SSC's option, to either (i) re-perform the Services or (ii) refund any service fees paid by Client for the defective Services.

5.2. CLIENT ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, HARDWARE, SYSTEMS AND DATA TO ACHIEVE CLIENT'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OBTAINED FROM THE SERVICES AND ANY OTHER PROGRAMS.

5.3. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, SSC MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED. SSC DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED CLIENT DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF SERVICES, INFORMATION, RESULTS OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

5.4. THE CLIENT ACKNOWLEDGES THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS AND SOFTWARE SPECIFIED BY CLIENT FOR USE IN CONNECTION WITH THE SERVICES. SSC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

6. Limitation of Liability.

6.1. SSC SHALL NOT BE LIABLE TO CLIENT OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY, LOST PROFITS, COSTS OF DATA RECOVERY OR ANY OTHER LIABILITY), AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL

APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE TOTAL CUMULATIVE LIABILITY OF SSC ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO SSC FOR THE SERVICES UNDER THIS AGREEMENT IN THE PRECEDING 6 MONTHS.

6.2. IN NO EVENT SHALL SSC BE LIABLE FOR COSTS OF SUBSTITUTE SOFTWARE OR SERVICES.

7. SSC Indemnification.

7.1. Defense or Settlement of Claims. SSC shall indemnify and defend, or at its option, settle, any claim, suit or proceeding brought against Client based on an allegation that use of the Services by Client as authorized in this Agreement infringes upon any United States patent or any copyright or violates any trade secret rights of any third party (each an "Infringement Claim"), provided Client promptly notifies SSC in writing of its notification or discovery of an Infringement Claim such that SSC is not prejudiced by any delay of such notification. SSC shall pay any damages finally awarded against Client in such Infringement Claim and the reasonable costs associated with its settlement of any Infringement Claim. In no event shall SSC be liable for any other losses of Client arising from any Infringement Claim. SSC shall have sole control over the defense or settlement of any Infringement Claim, and Client will provide reasonable assistance in the defense of same (SSC will reimburse Client for reasonable expenses incurred in providing such assistance).

7.2. Infringement Cures. Following notice of any Infringement Claim, or if SSC believes such a claim is likely, SSC will, at its sole expense and option: (i) procure for Client the right to continue to use the allegedly infringing Services; (ii) replace or modify the Services to make them non-infringing; or (iii) cancel the Services (with Client retaining no right to continue to access or use the Services) and refund to Client any fees paid by Client to SSC under this Agreement to access and use the Services during time periods after the date of cancellation.

7.3. Limitation. SSC assumes no liability, and shall have no liability, for any Infringement Claim based on: (i) Client's use of any Services after notice that Client should cease use of such Services due to an Infringement Claim; (ii) any modification of the Services by Client or at its direction; or (iii) Client's combination of Services with non-SSC programs, data, hardware, business processes or other materials, if such Infringement Claim would have been avoided by the exclusive use of the Services alone. THE FOREGOING STATES THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

8. Termination and Renewal.

8.1. Term. Unless terminated earlier in accordance with this Section 8, the initial term of this Agreement shall begin on the Effective Date and shall expire on the four (4) year anniversary of the Commencement Date (the "Initial Term"). The Agreement shall then automatically renew for successive twelve (12) month periods unless terminated earlier in accordance with this Section 8 or if either Party provides written notice of its intent not to renew at least one-hundred and eighty (180) days prior to the expiration of the then-current term (each a "Renewal Term"). The Initial

Term and all applicable Renewal Terms shall be referred to herein collectively as the “Service Term.”

8.2. ElectionRecord Service Term. The “ElectionRecord Service Term” shall begin on the Commencement Date and shall end on the expiration of the Service Term.

8.3. Termination for Cause. Either Party may terminate this Agreement for cause immediately by giving written notice to the other Party upon the occurrence of any of the following events: (i) if the other Party ceases to do business, or otherwise terminates its business operations; (ii) if the other Party materially breaches this Agreement and fails to fully cure such material breach within thirty (30) days of written notice specifying the breach and requiring it to be remedied; or (iii) if the other Party becomes insolvent, or seeks protection under any bankruptcy, receivership, trustee, creditor’s arrangement composition or comparable proceeding, or if any such proceeding is instituted against the other Party and not dismissed within thirty (30) days.

8.4. Effect of Termination. Upon any termination of this Agreement, all rights granted hereunder shall immediately terminate including, without limitation, Client’s right to access and use the Content (including, without limitation, the SaaS Services) and Client shall immediately cease accessing and using the Content and shall return to SSC, or at SSC’s option destroy, the original and all copies of the Documentation and any SSC Confidential Information.

8.5. Survival. The provisions of Sections 1.3(i), 2, 3, 6, 8, 9 and 10 shall survive and continue in full force and effect upon any termination of this Agreement. Termination or expiration of this Agreement shall not relieve either Party of any obligations accruing prior to the date of such termination or expiration.

9. Confidentiality

9.1. Each Party shall hold the Confidential Information (defined below) of the other Party in confidence and shall use at least the same degree of care as the receiving Party uses to protect its own confidential of similar importance, and in no event less than a reasonable degree of care. The receiving Party shall not disclose the same to any other person or entity except as expressly provided herein, and shall not use the Confidential Information of the other Party other than for the purposes expressly set forth this Agreement. The term “Confidential Information” shall include each Party’s proprietary or confidential records and information, including but not limited to all information, pricing and terms relating to or contained in this Agreement; the content of all negotiations and other discussions regarding contract terms, conditions and pricing; all service and product data, trade secrets, financial data, pricing, business plans, and any other information or technology received from the other Party in connection with this Agreement; the confidential information of vendors and other third parties disclosed to the receiving Party as part of the provision of Services provided under this Agreement; all personally identifiable information of a Party’s employees, agents and customers; all information derived from the foregoing and, with respect to SSC, the Content (including the Services and the Documentation).

9.2. Notwithstanding the foregoing, “Confidential Information” shall not include (i) information that is or becomes publicly available other than as a result of a disclosure by the receiving Party or its representatives in violation of this Agreement; (ii) information that is

independently developed by the receiving Party without reference to or use of the Confidential Information of the disclosing Party; (iii) information that is or becomes available to the receiving Party from a source other than the disclosing Party that is not bound by a duty of confidentiality with respect to such information.

9.3. A Party may disclose the Confidential Information of the other Party to (a) its employees who have a need to know such Confidential Information for the purposes set forth in this Agreement and (b) to a Party's representatives who have a need to know such Confidential Information for the purposes set forth in this Agreement who are, in each case ((a) and (b)), bound by confidentiality, non-disclosure and use obligations with respect to the such information that are at least as restrictive as those set forth in this Agreement.

9.4. A Party may disclose Confidential Information of the other Party as required by law, provided that such disclosing Party provides reasonable prior notice to the other Party to enable such other Party to attempt to prevent or limit the disclosure and the receiving Party agrees to cooperate with the other Party upon request in seeking relief from or limiting the required disclosure.

9.5. In addition, SSC may use information obtained from Client Data that is not uniquely identified with the Client for purposes of aggregating with other such data to calculate, model, and analyze trends, events, costs, and outcomes in connection with the Content and to market and promote SSC products and services.

10. General.

10.1. SSC and Client agree that this Agreement shall be modified only by a written agreement duly signed by persons authorized to sign agreements on behalf of SSC and Client.

10.2. If any provision or provisions of this Agreement or the attached **Exhibits** shall be held to be invalid, illegal or unenforceable, then the Parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If there is any conflict between this Agreement and the Exhibits, including any Statement of Work, the terms of this Agreement shall control.

10.3. SSC shall have no liability or obligation of any kind resulting from any breach of this Agreement pursuant hereto caused or arising from any act of God; wars; fires, floods or other natural calamities; labor problems, including strikes, work stoppages, slowdowns or other labor disputes; shortages of energy supplies of any kind; shortages of material or labor; embargoes or delays in transportation; any action taken by SSC to carry out the intent and purpose of any law or administrative regulation or in compliance with any request by any governmental authority; or any other contingency beyond the reasonable control of SSC.

10.4. This Agreement shall be governed by the laws of the State of Vermont, without regard to the conflicts of laws principles thereof. Any proceeding under or related to this Agreement shall be brought solely and exclusively in the state or federal courts of Chittenden County, Vermont, and both Parties consent to the exclusive jurisdiction thereof.

10.5. Any notice required or permitted by this Agreement will be in writing and will be sent by prepaid registered or certified mail, return receipt requested, or by overnight courier, charges prepared, to the appropriate address set forth in the introductory paragraph of this Agreement or to such other address for which the relevant Party gives written notice in accordance with this Section 10.5. Notice shall be deemed given when delivered or, if delivery is not accomplished by some fault of addressee, when sent.

10.6. No lawsuit or other action may be brought by Client on any claim or controversy based upon or arising in any way out of this Agreement after two (2) years from the date Client becomes aware or through the exercise of reasonable diligence should have become aware of the occurrence allegedly giving rise to the action.

10.7. Neither this Agreement nor any of the rights or obligations of Client may be assigned or transferred by Client, by operation of law or otherwise, without the prior written consent of SSC. Any attempted assignment or transfer in violation of the foregoing shall be void and shall result in the immediate and automatic termination of this Agreement. Subject to this restriction, this Agreement will be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns.

10.8. The waiver by a Party of a breach of any provision of this Agreement by the other Party will not operate or be interpreted as a waiver by any other or subsequent breach. All waivers must be in writing.

10.9. The headings used in this Agreement and the applicable Exhibits are intended for convenience only and shall not supersede or modify any provisions.

10.10. This Agreement may be executed in two or more counterparts (which may be delivered via .pdf or other facsimile format), each of which will be deemed an original and all of which together will constitute one instrument.

10.11. Nothing contained in any purchase order or any other document submitted by Client shall in any way modify the terms and conditions contained in this Agreement.

10.12. The substantively prevailing Party in any proceeding under this Agreement shall be entitled to recover its reasonable attorney's fees from the substantively non-prevailing Party.

10.13. The Parties agree that this is the complete and exclusive statement of the Agreement between the Parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. SSC is not obligated to provide any installation, customization, training, support or other services, except as may be expressly set forth in this Agreement. Any such additional services are provided only pursuant to one or more additional agreements between SSC and Client.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Software as a Service and Development Agreement as of the Effective Date.

CLIENT

SSC

[CLIENT]

SageSmith Consulting, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SaaS Fees

SAAS SERVICES	FEES*
ELECTIONRECORD	
ElectionRecord License for Contract Period (September 4, 2024-September 3, 2028)	\$30,148
ElectionRecord Annual Hosting, Support and Maintenance Services	\$16,909/year

*The SaaS Fees are due and payable annually, in advance, on each anniversary of the Commencement Date.

For each Renewal Term, the License and SaaS Fees shall be increased by an amount equal to seven percent (7%) of the License and SaaS Fees applicable at the expiration of the immediately preceding Initial Term or Renewal Term, as applicable

EXHIBIT B

Support Response Service Level

Priority	Criteria	Election Certification Period Response Time*	Non-Election Period** Response Time
1A – High	ElectionRecord system down resulting in total disruption.	4 hours	1 Business Day
1B – High	Client-level problems that prevent ElectionRecord from functioning.	4 hours	2 Business Days
2 – Medium	A major feature or function of ElectionRecord has failed or is down.	4 hours	3 Business Days
3 – Low	Questions regarding the functionality of ElectionRecord. Issues impacting a single or small group of users.	1 Business Day	5 Business Days

* For purposes of this Agreement, the term “Election Certification Period” shall mean, for each election, the period beginning at the end of Election Night (i.e. 3:01am EST the day following the polls closing) and ending when the election results are initially certified.

** For purposes of this Agreement, the term “Non-Election Period” shall mean all periods other than Election Certification Periods.

APPENDIX I. SaaS Services

Client's access to and use of the SaaS Services are also subject to the following Terms and Conditions.

1.1. Authorized Users. For purposes of this Agreement an "Authorized User" means Client's employees, representatives, consultants and contractors who: (i) are working for Client in the ordinary course of Client's business; (ii) agree to be bound by the terms and conditions of this Agreement applicable to the access to and use of the Content before accessing or using the Content; (iii) are specifically authorized by Client to access and use the SaaS Services; (iv) have been supplied Authorized User identifications and passwords ("User Credentials"); and (v) are bound by appropriate confidentiality, restricted use and nondisclosure obligations to maintain the proprietary and confidential nature of the SaaS Services that are at least as restrictive as those set forth in this Agreement.

Two types of Authorized Users are permitted under this Agreement, Administrators and Standard Users. When Client initially registers for and creates an account for the SaaS Services, Client shall designate Authorized User(s) as the administrators (the "Administrators").

Administrators may authorize standard Authorized Users ("Standard Users") to access the SaaS Services through the User Credentials supplied by Client.

1.2. Client Obligations. Client shall be solely responsible for all access to and activity occurring under the Client's accounts, including the activity occurring under all Authorized User accounts and all other access granted by or to Client. Depending on the types of access rights Client grants to Authorized Users, Authorized Users may be able to delete, copy, or view the content and data accessible in Client's account.

If this Agreement expires or is terminated for any reason, Authorized Users will no longer be able to access the SaaS Services or any of the content within the SaaS Services. If any of the terms and conditions of this Agreement are violated by an Authorized User, SSC may immediately terminate the Authorized User's access to the SaaS Services.

Client shall ensure that upon the expiration or earlier termination of this Agreement, or upon termination of an Authorized User's employment or working arrangement with Client, the Authorized User shall no longer have access to the SaaS Services, Content or any other SSC Confidential Information.



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: County Attorney

DATE: 08/02/2024

COMMITTEE: Law & Finance



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 Nationwide Court Services, Inc. for the Provision of Service of Legal Papers in Court Proceedings for Various County Departments.

3. Specific Details on what the resolution will authorize:

The resolution will set forth specific timeframes and rates for service for various departments. The current agreement expires August 2024.

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
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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

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

The budget impact may vary based on department due to the increase in rate.

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

Human Resources Consulted

No

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

a. Type of Solicitation RFP

Purchasing Office Consulted

Yes

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)
24-RFPPS-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):
Nationwide Court Services
761 Koehler Ave, Suite A, Ronkonkoma, NY 11779

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

f. State of vendor/contractor organization: New York

g. Commencement date of contract term: 8/15/2024

h. Termination of contract date: 8/14/2026

i. Contract renewal date and term: option for 2 additional 1 year terms (written agreement)

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

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:

Previous Resolution 287-2022



BOARD OF SUPERVISORS

DD/MM/2024

RESOLUTION Draft # – 2024

Introduced by Law and Finance: Supervisors M. Veitch, Edwards, Grasso, Lant, Ostrander, Tollisen, and K. Veitch

AUTHORIZING AN AGREEMENT WITH NATIONWIDE COURT SERVICES, INC. FOR THE PROVISION OF SERVICE OF LEGAL PAPERS IN COURT PROCEEDINGS FOR VARIOUS COUNTY DEPARTMENTS

WHEREAS, the County issued a Request for Proposals for process server services to serve legal papers in court proceedings for various County departments including the County Attorney's Office, Public Defender's Office, Conflict Defender's Office, Department of Social Services, and the Mental Health and Addiction Services Clinic; and

WHEREAS, Nationwide Court Services, Inc. has submitted a low bid proposal for the provision of legal papers in court proceedings for various County departments for a term of two (2) years commencing August 15, 2024 and terminating August 14, 2026, with an option of up to two (2) renewals for a term of one (1) year each; and

WHEREAS, our Law and Finance Committee and the County Attorney have recommended that the County enter into an agreement with Nationwide Court Services, Inc. for the provision of service of legal papers in court proceedings for various County departments for a term of two (2) years commencing August 15, 2022 and terminating August 15, 2024, with an option of up to two (2) renewals for a term of one (1) year each; now, therefore be it

RESOLVED, that the Chair of the Board of Supervisors is authorized to execute an agreement with Nationwide Court Services, Inc., of Ronkonkoma, New York, for the provision of service of legal papers in court proceedings for various County departments for a term of two (2) years commencing August 15, 2024 and terminating August 14, 2026, with an option of up to two (2) renewals for a term of one (1) year each, at the following rates: \$85.00 flat rate service in Saratoga County; \$50.00 per service in New York City; \$60.00 per service in Nassau County; \$70.00 per service in Western Suffolk County; \$90.00 per service in Eastern Suffolk County; \$60.00 per service in Westchester County; and \$50.00 per service in Orange County. \$85.00 flat rate service in counties adjoining Saratoga County (Albany, Fulton, Hamilton, Montgomery, Rensselaer, Schenectady, Warren and Washington); \$90.00 flat rate service in a county other than Saratoga or a county adjoining Saratoga County; \$150.00 flat rate service in the United States outside New York State; service charge for attempted but failed service shall be the same rate as if service was made provided at least two (2) attempts were made at service; \$70.00 per hour for stakeout; and \$25.00 for a rush surcharge for any service within forty-eight (48) hours of the request for service; and it is further

RESOLVED, that the form and content of such agreement 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 are available in the department budget.



July 16, 2024

Mr. John T. Warmt
Director of Purchasing
Saratoga County Purchasing Department
50 West High Street
Ballston Spa, NY 12020

**RE: County of Saratoga – Request for Proposals
Process Servers
24-RFPPS-1**

Dear Mr. Warmt:

This letter is intended to provide an overview of our company, Nationwide Court Services, Inc. (“NCS”), for the bid proposal in connection with the above-referenced Request for Proposals set forth by the County of Saratoga. I will briefly touch upon our qualifications and experience.

OVERVIEW

Since 1994, NCS has provided legal services to attorneys, law firms, as well as government and municipal agencies, including the service of legal process and legal papers. NCS has been in the business of process service for over 25 years and a duly licensed process serving agency with the New York City Department of Consumer and Worker Protection (formerly the Department of Consumer Affairs) since 1997. We are 100% women-owned and operated, and we strive to be the best in process service, providing all services in a timely, professional manner and in accordance with the highest industry standards. Copies of our process service license, WBE Certificates, and New York Department of State entity information are attached hereto.

Phone: 631-981-4400 • Fax: 631-580-5909 • Toll Free: 1-888-941-1234

761 Koehler Avenue, Suite A, Ronkonkoma, NY 11779

20 Vesey Street, Ground Floor, New York, NY 10007

1 Old Country Road, Suite 480, Carle Place, NY 11514

214 Roanoke Ave, 2nd Floor, Riverhead, NY 11901

OUR EXPERIENCE

NCS excels in meeting the needs of our clients, and routinely performs all types of service required under this contract. We are a large process service agency dedicated to the satisfaction of our clients, and focus on professionally and ethically handling each serve in accordance with client instructions. We currently maintain offices in 4 locations (Manhattan, Mineola, Ronkonkoma, and Riverhead) and have additional field employees stationed throughout the state. NCS is fully prepared to meet the varying requirements of the County of Saratoga and its various departments of County government, including in-hand, rush and same day service, where required.

NCS routinely provides service throughout New York State, and maintains a network of servers across the United States allowing us to provide service of process in all fifty (50) states, as well as internationally. Each year, between 88-95% of all service requests are within New York State. Of these, approximately half are within the 5 boroughs of NYC, and half are without the 5 boroughs. From 2017 to 2023, NCS averaged 6101 process service requests for month, with a high of 9,118 requests per month in 2019. Prior to the COVID-19 pandemic, NCS averaged 8,930 requests per month over a 3-year period. Throughout the pandemic, we successfully performed at or above expectations on all of our process service clients due to the hard work and diligence of our process servers and administrative staff, who continued to process files and serve papers throughout the economic shutdown. In 2023, NCS handled over 49,000 requests, averaging approximately 4100 requests per month. The below table documents serve requests for a number of contract clients as documented in our records. Upon request, we can provide a summary of the scope of services for each contract.

Contract Client	Time Frame	# Serve Requests
NYC Department of Buildings (DOB)	2017 - current	10,000+
Westchester County (multiple agencies)	2019 – current	12,000+
Suffolk County (multiple agencies)	2020 – current	1,500+
NYC Housing Preservation & Development (HPD)	2016 – current	70,000+
NYC Human Resources Development (HRA)	2016 – current	9,000+
Orange County (multiple agencies)	2023 – current	1,500+
Rockland County (multiple agencies)	2018 – current	600+
Saratoga County	2022 – current	500+
NY Attorney General	2020 – current	600+

NY Board of Elections	2017 – current	100+
NYC Administration for Children’s Services	2015 – current	155,000

NCS is in compliance with all rules and regulations that govern licensure of process service agencies in New York City. Both NCS and our servers comply with all legal requirements and record keeping requirements. NCS utilizes only NYC DCWP-licensed process servers for all NYC serves requiring a licensed process server. In areas outside of New York City, where a NYC DCWP license is not required, NCS engages servers compliant with all state and local requirements. In other states or countries, where different rules apply, NCS only utilizes entities which are authorized by the relevant authority. We also employ a team of staff to monitor compliance requirements and where required, utilize a 3rd party provider to comply with the GPS requirements.

As a company, NCS endeavors to maintain current knowledge of all laws and requirements impacting the process service field. We employ licensed attorneys fully versed with state laws for service of process. We make every effort to provide ongoing training to our staff on process service requirements on a regular basis and to utilize only properly trained and, where required, licensed employees. Additionally, individual training is provided to all new employees and to existing staff on an as-needed basis. All new contracts are started with a kickoff session to review and discuss contract requirements, and no individual is permitted to work on a contract without first being trained on the specifications and scope of services. NCS also hosts department and company-wide training on process service requirements and related topics. For example, earlier this year, we provided a mandatory training to all staff on the new electronic notarization and recordkeeping requirements. Additional training is provided periodically to help our staff maintain skill and knowledge both of process service requirements and our software. We also provide education in related topics, aimed at helping our staff understand the importance of process service in upholding the principles of due process and fairness embodied by our judiciary system. For example, a session on foreclosures provided our staff with additional insight on the steps involved in a foreclosure action and the function of process service within that action. NCS firmly believes that keeping our staff educated on the requirements of process service and its larger role in upholding the laws of the United States allows us to provide our customers with the best possible service. Our commitment to training

and education is so strong that we created a partner company, The Training Institute, LLC¹, to extend our knowledge to the public, and provide training on a variety of subjects, including process service.

THE NATIONWIDE DIFFERENCE

What makes NCS stand apart from other process service agencies?

- *Overseen by experienced attorneys* – Our process service department is overseen by 2 attorneys, Paula Parrino, Esq., and Domenic Lanza, Esq., and we currently employ a total of 6 licensed attorneys who are available to all staff for ongoing guidance. Our attorneys are fully versed in the New York State Civil Practice Rules and Procedures, General Business Laws, Real Property Rules and Laws, and other state statutes governing service of process and are familiar with out-of-state rules for service of process.
- *Locations throughout New York* - Four office locations and a network of staff and process servers stationed throughout New York State.
- *Ongoing Training and Feedback* – Our process service staff undergoes training in process service, generally, as well as contract-specific training conducted by our Vice President, Paula Parrino, Esq. Refresher trainings are conducted periodically and one-on-one feedback and guidance are routinely provided. Our contracts manager, Jennie L. Croyle, Esq. is also available to review and interpret contract specifications with staff at any time.
- *Experienced municipal contractors* – NCS has worked with numerous government and municipal agencies, including: New York City Law Department, Department of Buildings, and Housing Preservation and Development, and the New York State Office of General Services, New York City Administration for Children’s Services, and the Westchester County Department of Law, among others.
- *Experienced in Saratoga* – NCS is a prior contract vendor with Saratoga for the service of process. Despite challenges early in the contract term, NCS worked diligently to resolve any concerns, ensure proper staffing is in place, service the contract and end on a strong note. As a result, we know how to work with the county to handle unexpected delays, such

¹ <https://www.thetraininginstitute.education/>

as car accidents and inclement weather, and address service-related questions and concerns. Through communication and training, we have ensured to make sure service is effected and affidavits of service are delivered on time. NCS has already been through the hurdles that a new vendor would experience – and resolved them to the satisfaction of all.

- *More than just service of process* – NCS understands the legal process. As a legal services company, we work with clients at multiple stages of the legal process, including process service, title and foreclosure services, legal research and publications, and auction attendance. Our experience, and our on-staff attorneys, inform our service of process, and we treat every paper with the importance it deserves as an essential step both in establishing jurisdiction in a legal proceeding and in the constitutional protection of our due process rights.

OUR TEAM

Paula Parrino, Esq. - Vice President of Operations and Chief Administrative Officer

Paula Parrino, Esq., our Vice President and Director of Operations, is a licensed attorney responsible for overseeing the process service department. Currently, she is President of the Board of Directors for the New York State Professional Process Servers Association (“NYSPPA”), a member of the NYSPPA Education & Certification Committee, and former chair of the Arbitration and Grievance Committee. In recent years, Ms. Parrino was chosen as one of Long Island’s Top 50 Women in Business and is a recipient of Long Island Business News 2023 Diversity in Business Award. Prior to joining our company, Ms. Parrino worked in a foreclosure firm and is fully acquainted with rules for service of process. Ms. Parrino plays a key role in coordinating the needs of our clients, contracts and staff and personally provides training for all of our process servers seeking licensure by the DCWP. Additionally, Ms. Parrino founded The Training Institute, which offers a number of training courses, including a Process Server course which she wrote and presents. Ms. Parrino is available to address any questions or concerns 5 days a week, and is an emergency contact for the company during non-business hours.

Alex Zambrano, Supervisor

Alex Zambrano supervises our process service department, and has been employed with us since 2004. He works directly with clients and staff on all process service related matters. In addition to providing general oversight, Mr. Zambrano also provides auditing of files to ensure maintenance with regulations, proofreads outgoing files, and assists with the preparation of affidavits of service and timely filing with the court. Mr. Zambrano is a licensed notary public. He is available 5 days a week.

Tressa Johnson, Team Lead, Contracts

Tressa Johnson is a team leader and senior staff member responsible for overseeing and assisting other members of the department, and is one of our main liaisons for contract clients. She has been employed with Nationwide since 2009. In addition to handling all types of serve requests, Ms. Johnson provides training and mentorship to staff members and assists in resolution of questions and concerns from both clients and staff. She also completed the NYS Office of Temporary and Disability Services Child Support Security Awareness training. Ms. Johnson will be the project manager and main point of contact for coordinating services. She is available 5 days a week.

Other Team Members

NCS is adequately staffed and available to begin services immediately upon notification of award of contract. In addition to our process servers, additional key staff will aid in complying with the terms and conditions of this contract. In-office professionals and administrative support staff will dispatch and monitor status of all serve requests and ensure compliance with the terms of this contract. Servers are in daily communication with our compliance team regarding the status of their serves and routinely monitors the records of each individual process server.

NCS also employs experienced intellectual technology (IT) professionals to handle all matters of IT concerns, ranging from the security and efficiency of our computer and networking systems to

the development and maintenance of the computerized database systems we utilize for monitoring the status of our serves. All staff and process servers are overseen by our Vice President of Operations, Paula Parrino, who assists with the d, monitors, and audits practices and procedures in order to develop an effective program for provision of services. NCS Tatum also maintains a written Compliance Plan to ensure that our process servers comply with proper recordkeeping practices and comport themselves with honesty and integrity, and employs 2 staff members focused solely on compliance with all legal requirements. As a result, NCS is able to effectively coordinate our workflow, consistently maintain high quality standards, and provide reliable, efficient service of process throughout New York and beyond.

REFERENCES

John M. Nonna, County Attorney
Office of the County Attorney, Westchester County
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601
Tel: 914-995-2660

Dates of Service: 2019 - ongoing
Service Type: Process Service

Andrew Tallis, Managing Attorney
New York City Department of Social Services
Human Resources Administration
Office of the General Counsel
150 Greenwich Street
New York, NY 10007
Tel: 929-221-7330
tallisa@dss.nyc.gov

Dates of Service: 2016 - ongoing
Service Type: Process Service

Rachel A. Rabinowitz, Senior Counsel
General Counsel's Office, Unsafe Buildings Unit
New York City Department of Buildings
280 Broadway
7th Floor
New York, NY 10007
Tel: 212-393-2102
RRabinowitz@buildings.nyc.gov

Dates of Service: 2017 - ongoing
Service Type: Process Service

Stephanie Taylor, Director of Contract Unit
NYC Administration for Children's Services
Division of Family Court Legal Services
Tel: 212 341-2756; 917-685-3990

Dates of Service: 2016 - ongoing

Stephanie.Taylor@acs.nyc.gov

Service Type: Process Service

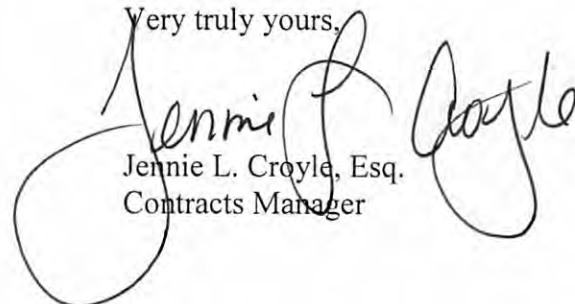
Cecil C. Louison, Director of Operations, Housing Litigation Division
Office of Enforcement and Neighborhood Services
NYC Department of Housing Preservation & Development
100 Gold St, Room 6-Q4
New York, NY 10038
Tel: 212-863-7147 or 917-414-6326
louisonc@hpd.nyc.gov

Dates of Service: 2014 - ongoing
Service Type: Process Service

CONCLUSION

Please feel free to contact me directly with any questions you may have about our expertise or our company's long and considerable experience serving legal process and other legal papers. NCS staff are readily available by phone at 631-981-4400 during regular business hours to address any questions or concerns. Our Vice President of Operations, Paula Parrino, is also available by telephone or email at paula@nationwidecourtservice.com to answer any specific questions or concerns with regard to this bid proposal. Thank you for your courtesy and consideration.

Very truly yours,



Jennie L. Croyle, Esq.
Contracts Manager

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CONTACT INFORMATION

Email: jcroyle@nationwidecourtservice.com

Web site: www.nationwidecourtservice.com

Contact: Jennie L. Croyle

Phone Number: 631-981-4400 Ext. 237

Fax Number: 631-738-2974

Emergency Contact: Paula Parrino

Emergency Contact Phone: 631-981-4400 Ext. 305

Proposals may be submitted on either a per service and mileage rate (Option 1) or on a flat rate/no mileage basis (Option 2), or both.

Option 1:

- \$ 85.00 per service
- \$ 0.65 per mile
- \$ 85.00 new address
- \$ 135.00 out-of-state charge
- \$ 85.00/135.00 attempted but failed charge (if any)
- \$ 50.00 per hour – stakeout
- \$ 15.00 rush surcharge (if any)

- Option 2:** \$ 85.00 flat rate per service in Saratoga County or other counties
listed by proposer (list counties): 50.00 New York City (5 boros), \$60 Nassau,
70.00 Western Suffolk, \$90.00 Eastern Suffolk, \$60.00 Westchester, \$50.00 Orange
- \$ 85.00 flat rate per service in counties adjoining Saratoga County
(Albany, Fulton, Hamilton, Montgomery, Rensselaer,
Schenectady, Warren and Washington)
 - \$ 90.00 flat rate per service in New York State in a county other
than Saratoga or a county adjoining Saratoga County
 - \$ 150.00 flat rate per service in the United States outside of New York State
 - \$ same attempted but failed charge (if any)
 - \$ 70.00 per hour – stakeout
 - \$ 25.00 rush surcharge (if any)

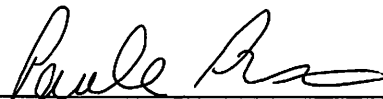
COMPANY NAME: Nationwide Court Services, Inc.

Please return with your proposal a signed Indemnity and Insurance Agreement (attached), a copy of your Certificate of Insurance, a notarized Certificate of Compliance with the Iranian Divestment Act and a Certificate of Compliance for the Prevention of Sexual Harassment (attached).

The contract period is for two (2) year beginning August 15, 2024 through August 14, 2026 with the option to extend the contract for two (2) additional one (1) year periods upon written agreement of both parties. The County shall have a right to terminate the contract upon sixty (60) days' notice.

Any company awarded this contract will be required to abide by regulations of the New York State Office of Temporary and Disability Assistance pertaining to maintaining the confidentiality of documents served in child support enforcement proceedings.

Saratoga County reserves the right to negotiate lower rates with the company selected prior to the final award of the contract by the Purchasing Department or the Saratoga County Board of Supervisors. Saratoga County further reserves the right to reject any proposal by a company that has refused to perform a service requested by the County under a prior contract for process server services.

DATE 7/15/2024 SIGNATURE 
NAME & TITLE Paula Parrino, Vice President
COMPANY Nationwide Court Services, Inc.
ADDRESS 761 Koehler Avenue
Ronkonkoma, NY 11779
TELEPHONE 631-981-4400
FAX 631-580-5909
EMAIL jcroyle@nationwidecourtservice.com

INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by Nationwide Court Services, Inc., the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. Saratoga County must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

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

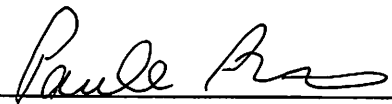
Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The 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.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this 15 day of July, 2024.

SIGNATURE 
NAME & TITLE Paula Parrino, Vice President




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2023

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 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 DIANA CASEY AGENCY 1093 N BROADWAY N MASSAPEQUA, NY 11758 	CONTACT NAME: DIANA CASEY PHONE (A/C, No. Ext): 516 753-0060 FAX (A/C, No): 516 753-4458 E-MAIL ADDRESS: DIANA@DIANACASEY.NET													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Fire and Casualty Company	25143	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED NATIONWIDE COURT SERVICES INC 761 KOEHLER AVE RONKONKOMA, NY 11779														


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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>	92-AP-5296-7	08/07/2023	08/07/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	201 4045-E06-32F	11/06/2022	11/06/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	92-CC-H917-2	08/07/2023	08/07/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ENOL	<input type="checkbox"/>	<input type="checkbox"/>	209 1880-F25-32B	06/25/2023	06/25/2024	1M

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

Certificate Holder is included as additional insured on a primary and non-contributory basis with waiver of subrogation as per written contract

CERTIFICATE HOLDER Proof of Insurance	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 



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
NATIONWIDE COURT SERVICES INC
761 KOEHLER AVENUE SUITE A & B
RONKONKOMA, NY 11779
1b. Business Telephone Number of Insured
631-981-4400
1c. Federal Employer Identification Number of Insured or Social Security Number
113303480
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL79204
3c. Policy effective period
11/27/2023 to 11/26/2025

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

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

Date Signed 6/17/2024 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

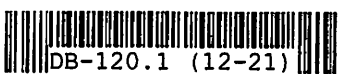
Telephone Number 516-829-8100 Name and Title Leston Welsh, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number _____ Name and Title _____

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





CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>NATIONWIDE COURT SERVICES INC 761 KOEHLER AVE STE A STE B RONKONKOMA NY 11779-7433</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>(631) 981-4400</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>11-3303480</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>Property and Casualty Insurance Company of Hartford 34690</p> <p>3b. Policy Number of Entity Listed in Box "1a":</p> <p>12 WEC AC1L5D</p> <p>3c. Policy effective period:</p> <p>12/31/2023 to 12/31/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the Insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Sara Seier (print name of authorized representative or licensed agent of insurance carrier)

Approved by: Sara Seier (Signature) 06/17/2024 (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (631) 421-0505

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: July 15, 2024.

STATE OF New York
) ss.:
COUNTY OF Suffolk

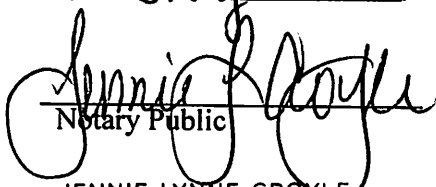
The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.


Signature

Printed Name

Title

Subscribed and sworn to before me this 15
day of July, 2024


Notary Public

JENNIE LYNNE CROYLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 02CR6276649
Qualified in Suffolk County
My Commission Expires 02-19-20

**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

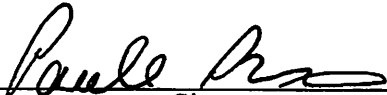
- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

Dated: July 15, 2024.

STATE OF New York)
COUNTY OF Suffolk) ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.



Signature

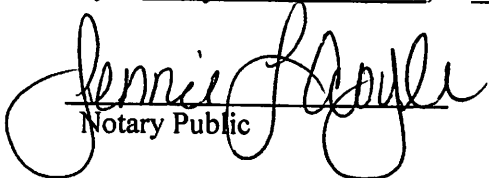
Paula Parrino

Printed Name

Vice President

Title

Subscribed and sworn to before me this 15
day of July, 2024.



Notary Public

VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name Nationwide Court Services, Inc.

Address 761 Koehler Avenue, Ronkonkoma, NY 11779

Business Type (Sole Proprietorship, Corporation, LLC, etc.) Corporation

Is your business a Disadvantaged Business Enterprise (DBE)? Yes No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes No

Does your business have a small business status? Yes No

Any other business status, please provide information: _____

Provide the name of the Certifying Entity (ties): New York State, New York City

Have you conducted business with the County before? Yes No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9

Form. FEIN #: 11-3303480

How did you discover this Bid opportunity? BidNet

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? _____

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.



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: County Administrator

DATE: 8.12.24

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Appointing Christopher M. Stark as the Director of Weights and Measures and Consumer Affairs

3. Specific Details on what the resolution will authorize:

This resolution will appoint Christopher Stark as the Director of Weights and Measures and Consumer Affairs.

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 Yes

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

Revenue

Account Number	Account Name	Amount
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Expense

Account Number	Account Name	Amount
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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
N/A

Purchasing Office Consulted
N/A

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 Draft Resolution

10. Remarks:

RESOLUTION XX - 24

Introduced by Supervisors

APPOINTING CHRISTOPHER M. STARK AS THE DIRECTOR OF
WEIGHTS AND MEASURES A AND CONSUMER AFFAIRS

WHEREAS, a vacancy exists in the position of Director of Weights and Measures A and Consumer Affairs; and

WHEREAS, Christopher M. Stark who has served two years as the Deputy Director of Weights and Measures, has been recommended for this position; now, therefore, be it

RESOLVED, that Christopher M. Stark is appointed as Director of Weights and Measures A and Consumer Affairs, effective August 30, 2024.

BUDGET IMPACT STATEMENT: No Budget Impact.