

## Human Resources & Insurance Committee

**Thursday, July 7, 2022 3PM** 40 McMaster Street, Ballston Spa, NY

Chair: Kevin Tollisen

Members:

Diana Edwards
Joe Grasso-VC
Mark Hammond
Jonathan Schopf
Kevin Veitch
Tom Wood

- I. Welcome and Attendance
- II. Approval of the minutes of the June 9, 2022 meeting.
- III. Workers Compensation Report
- IV. Standard Workday Resolution
- V. Authorizing an amendment to the 2022 Compensation Plan under Sheriff's Department
- VI. Other Business
- VII. Adjournment

# Human Resources and Insurance Committee Meeting

July 7, 2022







# Data for May 2022



			24/7 Ut	24/7 Utilization		
Participant	Total Paid	Claims Received	Yes	No		
City of Mechanicville-Public Works	\$1,734.46	0	0	0		
City of Saratoga Springs-All Other	\$368.88	0	0	0		
City of Saratoga Springs-Fire Department	\$18,455.05	0	0	0		
City of Saratoga Springs-Police Department	\$11,666.79	10	8	2		
City of Saratoga Springs-Public Works	\$15,778.05	4	4	0		
Clifton Park Halfmoon Emergency Corp-Paid	\$532.24	0	0	0		
Clifton Park Water Authority	\$784.01	1	1	0		
Malta-Stillwater Ambulance Corps-Volunteer	\$2,041.15	0	0	0		
Moreau Emergency Squad-Paid	\$15.00	1	0	1		
Saratoga Co -County Clerk, Dept Motor Veh	\$0.00	2	2	0		
Saratoga Co -Public Works Building & Grnds	\$4,425.62	0	0	0		
Saratoga County-Animal Shelter	(\$311.24)	3	2	1		
Saratoga County-District Attorney	\$88.43	0	0	0		
Saratoga County-Maplewood Manor	\$5,459.86	0	0	0		
Saratoga County-Public Works Highway	\$9,088.52	0	0	0		
Saratoga County-Sewer District	\$6,172.92	0	0	0		
Saratoga County-Sheriff	\$35,168.65	4	4	0		
Saratoga County-Social Services	\$2,607.01	0	0	0		
Schuylerville-Victory Board-Water Mgmt	\$1,352.32	0	0	0		
Town of Clifton Park-All Other	\$2,121.86	1	1	0		
Town of Clifton Park-Public Works	(\$500.00)	0	0	0		
Town of Edinburg-All Other	\$2,193.68	0	0	0		
Town of Hadley-All Other	\$291.26	0	0	0		
Town of Hadley-Public Works	\$15.00	0	0	0		
Town of Halfmoon-All Other	\$137.93	0	0	0		
Town of Halfmoon-Public Works	\$20.92	0	0	0		
Town of Milton-All Other	\$509.32	0	0	0		
Town of Milton-Public Works	\$953.63	0	0	0		
Town of Moreau-All Other	\$1,036.17	1	1	0		
Town of Northumberland-All Other	\$534.90	0	0	0		
Town of Saratoga-Public Works	\$0.00	1	1	0		
Town of Stillwater-All Other	\$657.43	0	0	0		
Town of Wilton-Public Works	\$163.55	0	0	0		
Village of Ballston Spa-Public Works	\$2,244.42	0	0	0		
Village of Schuylerville-All Other	\$15.00	1	0	1		



### Data for May 2022



			24/7 Ut	ilization
Participant	Total Paid	Claims Received	Yes	No
Village of Schuylerville-Public Works	\$105.00	0	0	0
Village of South Glen Falls-Public Works	\$52.77	0	0	0
Vol Fire Dept-Ballston Lake Fire Dept.	\$565.65	0	0	0
Vol Fire Dept-Burnt Hills Fire District	\$0.00	1	1	0
Vol Fire Dept-Clifton Park-Rexford Fire Dept	\$5.00	0	0	0
Vol Fire Dept-Corinth Vol Fire Association	\$904.71	0	0	0
Vol Fire Dept-Edinburg Volunteer Fire Co	\$321.03	0	0	0
Vol Fire Dept-Greenfield Fire District	\$3,632.72	0	0	0
Vol Fire Dept-Halfmoon-Waterford Fire Dist	\$507.40	1	0	1
Vol Fire Dept-Northside Fire Dist-FB Peck Hs	\$811.74	1	1	0
Vol Fire Dept-Northumberland-Gansevoort Fire	\$7,252.78	0	0	0
Vol Fire Dept-Vil of Ballston Spa-Union #2	\$5.00	0	0	0
Vol Fire Dept-Vil of Schuylerville-Schuyler	\$4,620.00	0	0	0
Vol Fire Dept-Vil of South Glens Falls Fire	\$9,539.61	0	0	0
Vol Fire Dept-Vil of Stillwater-Newland Wd	\$2,400.00	0	0	0
Vol Fire Dept-West Crescent Fire District	\$0.00	1	1	0
Waterford Water Commission	\$3,177.54	0	0	0
Wilton Emergency Squad-Paid	\$4,317.01	0	0	0
TOTALS	\$164,040.75	33	27	6



# SARATOGA COUNTY

#### AGENDA ITEM REOUEST FORM

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

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

	Clare Giammusso, County Attorney's Office Audra Hedden, County Administrator's Office	This column must be completed prior to submission of the request.
DEP	PARTMENT:	
DAT	TE:	
CON	MMITTEE:	
RE:		
1.	Is a Resolution Required:	County Attorney's Office Consulted
2.	Proposed Resolution Title:	
3.	Specific Details on what the resolution will authorize:	

4.	If yes, bu		ent needed:  ad impact must be ents must have equ		NO tting entries		County Adminis Consulted	trator's Office
Please see attachments for impacted budget lines. (Use ONLY when more than four lines are impacted.)								
	Revenue							
	Account N	Number	Account	Name	F	Amoun	t	
	Expense							
	Account N	Number	Account	Name		Amou	nt	
	Source of	Revenue						
	Fund Bal	ance	State Aid	Fed	eral Aid		Other	
5.	Identify	Budget Imp	pact:					
	a.	G/L line im	pacted					
	b.	Budget year	impacted					
	c.	Details						

6.		ere Amendments to the Compensation Schedule?  Human Resources Consulted
	Y	TES or NO (If yes, provide details)
	a.	Is a new position being created?YN
		Effective date
		Salary and grade
	b.	Is a new employee being hired?YN
		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 hiring a Vendors/Contractors: Y N Purchasing Office Consulted
	a.	Were bids/proposals solicited: Y N
	b.	Type of Solicitation
	c.	Is the vendor/contractor a sole source: Y N
	d.	If a sole source, appropriate documentation has been submitted and approved by
		Purchasing Department? Y N N/A
	e.	Commencement date of contract term:
	f.	Termination of contract date:
	g.	Contract renewal and term:
	h.	Contact information:
	i.	Is the vendor/contractor an LLC, PLLC or partnership:
	j.	State of vendor/contractor organization:
	k.	Is this a renewal agreement: Y N
	1.	Vendor/Contractor comment/remarks:

8.	Is a gr	rant being accepted: YES or NO	County Administrator's Office Consulted
	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.	Support	ting Documentation:	
	_	Marked-up previous resolution	
	_	No Markup, per consultation with County Attorney	
	_	Program information summary	
	_	Copy of proposal or estimate	
	_	Copy of grant award notification and information	
	_	Other	
10.	Rema	arks:	



#### SARATOGA COUNTY BOARD OF SUPERVISORS

79	RESOLUTION _	
<b>Introduced by Human Resources &amp;</b>	Insurance: Supervisors	

AMENDING RESOLUTION 181-12, AS LAST AMENDED BY RESOLUTION 144-2021, AND ESTABLISHING OR REVISING A STANDARD WORK DAY REPORTING RESOLUTION FOR ELECTED AND APPOINTED COUNTY OFFICIALS FOR RETIREMENT PURPOSES

WHEREAS, this Board adopted Resolution 181-12, as last amended by Resolution 144-2021, establishing standard work days for certain elected and appointed County Officials for retirement reporting purposes pursuant to regulations of the New York State and Local Employees Retirement System; and

WHEREAS, said regulations of the New York State and Local Employees' Retirement System require that municipalties continually update their standard workday resolutions to reflect changes in the employment status of individual employees, and accordingly Resolution 181-12 was most recently amended by Resolution 144-2021; now, therefore, be it

RESOLVED, that this Board of Supervisors hereby amends Resolution 144-2021, and establishes the following as standard work days for the elected and appointed officials named hereafter, and will report the following days to the New York State and Local Employees' Retirement System based on the timekeeping system records or the records of activities maintained and submitted by these officials to this Clerk of this body:

						ed and submitted by th			
Title	Standard Work Day (Hrs./day) Min. 6 hrs. Max 8 hrs.	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1	Current Term Begin & End Dates (mm/dd/yy- mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No-If Yes, do not complete the last two columns)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials							l		I
Supevisor to Halfmoon	6	Kevin Tollisen				1/1/2022-12/31/2023	N		
Supervisor to Moreau	6	Theodore Kusnierz				1/1/2022-12/31/2023	N	6.78	
County Coroner	6	Susan Hayes-Masa				1/1/2022-12/31/2025	N	8.84	
County Clerk	7	Craig Hayner				1/1/2022 - 12/31/2025	N	26.4	
BUDGET IMPACT S	STATEMEN	<u>T</u> : No budget im	pact.						
On this d	ay of 2	.022					e enacted:		
the foregoing with the minutes of such meet	e original resing, and that he full board	solution passed by same is a true cop	such boar y thereofmembe	County of Sar d, at a legall and the whol	y convened le of such o	he State of New York, d meeting held on the _	_ day of, 202	22 on file as	part of the
such memoris voice	in invol of a		•						
IN WITNESS WHER	REOF, I have	hereunto Set my l	hand and	the seal of th	e County o	of Saratoga, Board of S	upervisors.		
This document consis	st of <u>1</u> pa	ge(s) (use with for	m RS241	7-A).					
								(	SEAL)



# SARATOGA COUNTY AGENDA ITEM REQUEST FORM

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

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

**DEPARTMENT: Sheriff's Office** 

DATE: 06/27/2022

**COMMITTEE:** Human Resources & Insurance

**RE:** Contract for police services with the Town of Ballston

1. Is a Resolution Required:

Yes, Amendment to Compensation Schedule

2. Proposed Resolution Title:

Authorizing a contract with the Town of Ballston for the provision of specialized law enforcement services by the Sheriff and amending the 2022 compensation schedule to add two Deputy Sheriff-Patrol positions under Sheriff Department.

3. Specific Details on what the resolution will authorize:

Authorize the Chairman of the Board to enter into a contract on behalf of the Sheriff to provide specialized law enforcement services to the Town of Ballston. Form and content of the contract to be approved by the Sheriff and County Attorney. This column must be completed prior to submission of the request.

 $| \mathbf{v} |$ 

County Attorney's Office Consulted

4.	If yes, budget lines	ment needed: Yh and impact must be pi nents must have equa	rovided.	Consul	Administrator's Office ted
	Please see attack (Use ONLY when the other please see attack)	chments for impacted nen more than four lir	budget lines. nes are impacted.)		
	Revenue				
	Account Number	Account N	lame	Amount	
	See Attached				
	Expense				
	Account Number	Account N	lame	Amount	
	See Attached				
	Source of Revenue				
	Fund Balance	State Aid	Federal Aid	Othe	er
				Tow	n of Ballston
5.	Identify Budget In The budget will be a	npact: Imended to accept these	e funds and authorize	the related expe	enses 🔻
	a. G/L line ir	npacted A.30.22	62		
	b. Budget yes	ar impacted 2022			
	c. Details				

6.		rere Amendments to the Compensation Schedule?  YES or NO (If yes, provide details)  Human Resources Consulted
	a.	Is a new position being created? Y N
	a.	
		Effective date 07/22/2022
		Salary and grade Deputy Sheriff-Patrol per the PBA contract
	b.	Is a new employee being hired? V N
		Effective date of employment $\frac{07}{22}$
		Salary and grade Deputy Sheriff-Patrol per the PBA contract
		Appointed position: 2 Deputy Sheriffs
		Term
	c.	Is this a reclassification? Y V N
		Is this position currently vacant? Y N
		Is this position in the current year compensation plan? Y N
7.	Does	this item require hiring a Vendors/Contractors:  Y  N    Purchasing Office Consulted
	a.	Were bids/proposals solicited: Y N Purchasing Office Consulted
	b.	Type of Solicitation
	c.	Is the vendor/contractor a sole source: Y N
	d.	If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A
	e.	Commencement date of contract term:
	f.	Termination of contract date:
	g.	Contract renewal and term:
	h.	Contact information:
	i.	Is the vendor/contractor an LLC, PLLC or partnership:
	j.	State of vendor/contractor organization:
	k.	Is this a renewal agreement: Y N
	1.	Vendor/Contractor comment/remarks:

8.	Is a gr	ant being accepted: YES or NO	County Administrator's Office Consulted
	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.	Support	ting Documentation:	
		Marked-up previous resolution	
		No Markup, per consultation with County Attorney	
		Program information summary	
		Copy of proposal or estimate	
		Copy of grant award notification and information	
		Other	

#### 10. Remarks:

This contract will authorize the Sheriff to provide specialized law enforcement services to the Town of Ballston consistent with other contracts currently in effect with the Towns of Clifton Park, Halfmoon, Wilton and the Village of Corinth. These new positions will be fully funded by the Town of Ballston.

<sup>\*</sup> Identical agenda item filed with Public Safety Committee for acceptance of the contract.

#### 4. Budget Amendments:

Increase Revenue A.30.2262	\$90,877.76
Increase Expense A.30.000.6000	\$50,949.44
Increase Expense A.30.000.6960	\$30,569.66
Increase Expense A.30.000.7041	\$ 3,441.75
Increase Expense A.30.000.8518	\$ 1,773.65
Increase Expense A.30.000.8231	\$ 4,143.26

#### AGREEMENT FOR SPECIALIZED LAW ENFORCEMENT SERVICES

This Agreement, made as of the \_\_\_\_ day of July, 2022 BY AND BETWEEN,

<u>COUNTY OF SARATOGA</u>, a municipal corporation duly organized under the laws of the State of New York with a principal office at 40 McMaster Street, Ballston Spa, New York, 12020 (COUNTY), acting through its Sheriff's Office, (SHERIFF),

-and-

TOWN OF BALLSTON, a municipal corporation duly organized under the laws of the State of New York with a principal office at Town Complex, 323 Charlton Rd, Ballston Spa, New York 12020 (TOWN)

#### 1. STATEMENT OF AGREEMENT

The COUNTY and the SHERIFF will provide "Specialized Protection" to the TOWN during the term of this agreement. The TOWN agrees to pay for such services as outlined herein. Both parties wish to continue this mutually beneficial relationship.

#### 2. <u>LEGAL BASIS</u>

This agreement is authorized by §119-o of the General Municipal Law.

#### 3. SPECIALIZED PROTECTION

Specialized Protection is that protection provided to the TOWN in excess of that normally furnished by the SHERIFF. In this case, Specialized Protection is defined as a higher quality and level of exclusive service not normally provided by regular County patrol. All references to Specialized Protection or specialized law enforcement services are those services to be delivered hereunder.

#### 4. <u>DELIVERY OF SERVICE</u>

- 4.1 <u>Service Area</u>: The SHERIFF shall provide Specialized Protection within the corporate limits of the TOWN. Assigned Deputies will not leave the TOWN except in an extreme emergency and will continue the expanded presence and patrol for designated schools, parklands and residential and secondary roadways within the TOWN.
- 4.2 <u>Enforcement Responsibilities:</u> The SHERIFF shall enforce State statutes, COUNTY ordinances and those TOWN ordinances that are of the same type and nature as COUNTY ordinances enforced by the SHERIFF. The SHERIFF shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the SHERIFF under the laws of the State.
  - 4.3 <u>Services to be Delivered:</u> The SHERIFF shall provide one patrol Monday through Friday from 7:00 a.m. to 3:00 p.m. and one patrol Monday through Friday from 3:00 p.m. to 11:00 p.m. or as agreed upon between the TOWN and the SHERIFF to patrol the TOWN at a cost of \$201,057.00 to be paid in equal monthly installments. The SHERIFF reserves the right to modify the foregoing schedule based upon the changing needs of law enforcement in the TOWN.
    - 4.4 Reporting: The SHERIFF shall provide to the TOWN a monthly report of all law

enforcement services provided by the Sheriff's Department in the TOWN each month.

- 4.5 <u>Service Management</u>: The SHERIFF shall determine the planning, organization, scheduling direction, and supervision of his personnel and all other matters incident to the delivery of specialized law enforcement services to the TOWN. The SHERIFF shall retain exclusive authority over his personnel.
- 4.6 <u>Responsiveness</u>: The SHERIFF shall promptly consider all TOWN requests regarding the delivery of specialized law enforcement services and make every effort to comply with them in a manner consistent with good law enforcement practices and this agreement.
- 4.7 <u>Dispute Resolution</u>: Any conflict regarding the extent or manner of performance of the specialized law enforcement services shall be resolved by the SHERIFF and the TOWN SUPERVISOR. The SHERIFF'S decision shall be final and conclusive.
- 4.8 <u>Coordination</u>: The TOWN and the SHERIFF shall each designate a specific individual and alternates to coordinate and implement the delivery of specialized law enforcement services to the TOWN.

#### 5. COUNTY RESPONSIBILITIES

Except as otherwise agreed, the COUNTY and the SHERIFF shall furnish all labor, equipment, facilities, and supplies.

#### 6. LIABILITY

The COUNTY shall assume liability for and secure the TOWN from claims and/or all costs for damages allegedly caused by SHERIFF'S personnel and arising out of the performance of this agreement.

#### 7. PERSONNEL

- 7.1 Employee Status: For purposes of this agreement only, all persons employed by the SHERIFF for this Specialized Protection shall be COUNTY officers or employees, and they shall not have any benefit, status, or right of TOWN employment.
- 7.2 <u>Payment:</u> The TOWN shall not be liable for the direct payment of salaries, wages, workers compensation benefits or any other compensation for COUNTY officers or employees providing specialized law enforcement services hereunder.

#### 8. **DURATION**

The term of this agreement shall be for one (1) year from July 20, 2022 through July 19, 2023.

#### 9. TERMINATION

This agreement may be terminated at any time upon ninety days (90) prior written notice to the other party.

10. <u>AUTHORIZATION</u>	
This agreement is made and executed pursuant to County Resolution _	2022 and
a resolution approved by the TOWN Board of Ballston #	

#### 11. MODIFICATION

This agreement supersedes any and all prior oral and written agreements between the parties hereto and may be changed only in writing and signed by both parties.

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

COUNTY OF SARATOGA		TOWN OF BALLSTON	
By: Date Theodore T. Kusnierz Jr. Chairman, Board of Supervisors Per Resolution2022			Date ONNOLLY, Supervisor tion #
MICHAEL H. ZUR	Date RLO, Sheriff		
Approved as to Form a	nd Content:		
County Attorney			