

Public Safety Committee
Sheriff Agenda
August 24, 2020

COMMITTEE MEMBERS: Supervisors Leggett, Simpson, Braymer, Diamond, Driscoll, Seeber and Shepler

- I. Committee meeting called to order by the Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 1. Request Resolution for New Contract (*Queensbury School District SRO's*)
 2. Request Resolution for New Contract (*Lake George Central School District SRO's*)
 3. Request Resolution for New Contract (*Hadley-Luzerne Central School District SRO's*)
 4. Request Resolution for New Contract (*North Warren Central School District SRO's*)
 5. Request Resolution for New Contract (*Bolton Central School District SRO's*)
 6. Request Resolution for New Contract (*Johnsburg Central School District SRO's*)
 7. Request Resolution to Extend Existing Contract (*Nemer Ford*)
 8. Request Resolution to Create New Position (*Cook Part-Time*)
- IV. Discussion Items:
 1. Correctional Facility Inmate Population
 2. Civil Fingerprint Processing (*Pistol Permits/Dept of Ed/State Liquor Authority*)
 3. NYS DCJS Accreditation Audit for Law Enforcement - Successful Audit
- V. Referrals/Pending Items: None
- VI. Privilege of the Floor and public comment (please allow 15 second delay on live stream meetings)
- VII. Motion to Adjourn

Attachments:

1. Resolution Request Form #3, Request for New Contract (*Queensbury School*)
2. Resolution Request Form #3, Request for New Contract (*Lake George Central School*)
3. Resolution Request Form #3, Request for New Contract (*Hadley-Luzerne School*)
4. Resolution Request Form #3, Request for New Contract (*North Warren Central School*)
5. Resolution Request Form #3, Request for New Contract (*Bolton Central School*)
6. Resolution Request Form #3, Request for New Contract (*Johnsburg Central School*)
7. Resolution Request Form #4, Request to Extend Existing Contract (*Nemer Ford*)
8. Resolution Request Form #11, Request to Create New Position (*Cook Part-Time*)

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 24, 2020

- (a) Is this a Result of a Bid or Request for Proposal? **N/A**
- (b) Purpose of Contract: **Provide law enforcement services (*School Resource Officer*) to Queensbury Union Free School District**
- (c) Name of Contractor: **Queensbury Union Free School District**
- (d) Address of Contractor: **425 Aviation Road, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Kyle Gannon,
Superintendent
(518) 824-5600**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **Upon Execution (2020 - 2021 School Year)**
- (h) Termination Date of Contract: **Upon completion of 2020 - 2021 School Year**
- (i) Payment Provisions:
 - i) lump sum amount **\$33,500**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) **Lump Sum**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

**A.3120.1002 2260 School Resource Officers - Queensbury School District
Public Safety - Other Govt**

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

* as listed in budget and LOGOS

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITHIN THE QUEENSBURY UNION FREE SCHOOL DISTRICT**

THIS AGREEMENT made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and

QUEENSBURY UNION FREE SCHOOL DISTRICT, having its principal offices and place of business located at 429 Aviation Road, Queensbury, New York 12804 (the "District").

WITNESSETH:

WHEREAS, the District has requested that the Warren County Sheriff provide law enforcement services by assigning two (2) School Resource Officers/School Security Officers to the four (4) schools located within the Queensbury Union Free School District during normal school hours and for such other events as requested by the school district, and

WHEREAS, the County has indicated its willingness to provide these services during the school calendar year commencing upon execution by both parties and continuing under the same terms and conditions unless terminated by either party, and

WHEREAS, the District has agreed to pay the County an amount not to exceed Sixty-Seven Thousand Dollars (\$67,000) per school year for such School Resource Officers/School Security Officers services as set forth in this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, through the Warren County Sheriff's Office, agrees to provide school resource officers/school security officers services to the Queensbury Union Free School District at the location identified above during normal school hours and for such other events as requested by the school district, in accordance with and subject to the terms of this Agreement.

I. DOCUMENTS:

The contract documents consist of the following: this Agreement; proof of required insurance; and Resolution No. 311 of 2019. These documents form the Contract, and are attached to this Agreement with the exception of the subsequent agreements which shall become part of this Agreement, when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

II. DELIVERY OF SERVICES:

A. Service Area

The County, through its Sheriff's Office, shall provide School Resource Officers/School Security Officers services within the Queensbury Union Free Schools and the grounds thereof.

B. Enforcement Responsibilities

The County, through its Sheriff as the conservator of the peace within the County, shall provide School Resource Officers/School Security Officers services for the Queensbury Union Free School District.

C. Quantity of Services

The County will assign two (2) uniformed School Resource/Security Officers to the Queensbury Union Free School District for the entire school year. The hours worked will be based on the needs of the school district, at the discretion of the School Superintendent, and following the school calendar, and for such other events as requested by the school district. The hours of the School Resource/Security Officers is capped at 1476 hours (per officer) for the entire school year which includes any and all training that may be required.

D. How Delivered

The scheduling, direction and supervision of the School Resource Officers/School Security Officers and those matters incidental to the delivery of those services to the School shall be determined by the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner of performance of these services delivered to the School shall be resolved by the Sheriff or his Designee and the Superintendent of the School District or his/her Designee.

F. Enforcement of Services

Nothing in this Agreement shall force the County to provide the services in this Agreement if the County does not have enough staff to fulfill its obligations under this Agreement.

The School waives its right to any claims for a breach of contract or any other cause of action against the County if nonperformance of this Agreement is due to inability to staff this position by the County. If the County cannot staff the position, the School will pay for the services provided and will be refunded, on a pro-rated basis any money that was paid for days without services. Upon a request from the School for a refund, the County will provide such refund within thirty (30) days of the request.

III. RESOURCES:

A. Responsibilities

The County reserves the right to invoice the School for any and all equipment and supplies required for the School Resource Officer/School Security Officers.

IV. CONSIDERATION:

A. Payment

The District shall pay to the County a sum not to exceed Sixty-Seven Thousand Dollars (\$67,000) during the school calendar year 2019-2020 for the services provided under the terms of this agreement.

B. Billing and Payment

The District shall pay to the Treasurer of Warren County the amount due, as agreed upon

herein, in one payment due by the 1st day of the 2019-2020 school year.

C. Payment Upon Termination

If either party terminates this agreement prior to the completion of services, the County shall be paid for those services rendered pursuant to this agreement on a pro-rated basis.

V. INDEMNIFICATION; DEFENSE; COOPERATION:

A. District's Responsibilities:

1. The District shall be solely responsible for and shall indemnify, defend and hold harmless the County and its officers, employees, and agents (the "County Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the District and/or the District's officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.
2. The District shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the District and any of its employees or agents. The District shall name the County as additional insured on a primary, non-contributory basis to the District's General Liability policy. The District is also required to carry Workers' Compensation (\$1 million limit) and Disability. All coverage must

be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.

3. The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph IV. A(2) above before service from the County begins. The failure of the District to provide such Certificate of Insurance shall not be deemed a waiver by the County of the District's obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.
4. The District shall, upon the County's demand, promptly and diligently defend, at the District's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under subsection IV. A(1) above, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.
5. The District shall, and shall cause the District's officers, employees, and agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

B. County's Responsibilities:

1. The County shall be solely responsible for and shall indemnify, defend and hold harmless the District and its officers, employees, and agents (the

“District Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the County and/or the County’s officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.

2. The County shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the County and any of its employees or agents. The County shall name the District as additional insured on a primary, non-contributory basis to the County’s General Liability policy. The County is also required to carry Workers’ Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.
3. The County shall furnish to the District Certificate(s) of Insurance evidencing coverage stipulated in paragraph IV. B(2) above before service from the County begins. The failure of the County to provide such Certificate of Insurance shall not be deemed a waiver by the District of the County’s obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect

may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.

4. The County shall, upon the District's demand, promptly and diligently defend, at the County's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or more "District Indemnified Parties" for which the County has an obligation to provide defense under subsection IV.B(1) above, and the County shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
5. The County shall, and shall cause the County's officers, employees, and agents to, cooperate with the District in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

- C. Any type of Sexual Harassment is against Warren County policy and is unlawful. The District acknowledges and agrees that it has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at www.warrencountyny.gov/hr/forms.php under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. The District shall follow the policy in its entirety. If a complaint does arise, the District is to notify Warren County promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from District and or agent's breach of

this policy.

D. The provisions of this section shall survive the termination and/or expiration of this Agreement.

VI. DURATION:

The term of this Agreement shall be for the school calendar year 2019-2020, commencing upon execution by both parties and continuing under the same terms and conditions unless terminated upon thirty (30) days notice by either party for any reason.

VII. AUTHORITY:

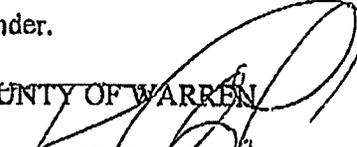
This Agreement is made and executed pursuant to Resolution No. 311 of 2019, adopted by the Warren County Board of Supervisors on July 19, 2019.

This Agreement is subject to the approval of the Queensbury Union Free School District Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of execution of the last signatory hereunder.

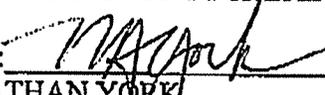
Approved as to Form:


Warren County Attorney,
2nd Assistant

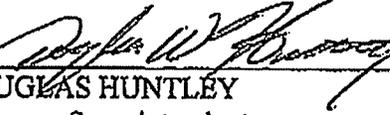
COUNTY OF WARREN
By: 
RONALD R. CONOVER, CHAIRMAN
Board of Supervisors

Date 8-1-19

WARREN COUNTY SHERIFF

By: 
NATHAN YORK
Sheriff

QUEENSBURY UNION FREE SCHOOL DISTRICT

By: 
DOUGLAS HUNTLEY
Superintendent

Date 8/14/19

Client#: 7225

QUEENUNI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2019

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

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

PRODUCER Amsure 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME:		
	PHONE (A/C, No, Ext): 518 884-5300	FAX (A/C, No): 518 584 7306	
INSURED Queensbury Union Free School District 429 Aviation Road Queensbury, NY 12804	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Utica National Insurance Co of Ohio		13998
	INSURER B: Republic Franklin Insurance Company		12475
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

NR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJCT <input checked="" type="checkbox"/> LOC OTHER:		CPP3727771	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAC5066411	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		CULP3727774	07/01/2019	07/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Warren County, its board, officers and employees are additional insureds for general liability on a primary and noncontributory basis if required by written contract.

CERTIFICATE HOLDER Warren County Warren County Attorney's Office 1340 State Route 9 Lake George, NY 12845	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 

SOUTHERN ADIRONDACK PUBLIC SCHOOLS
WORKERS' COMPENSATION PLAN
1153 Burgoyne Avenue, Suite 2
Port Edward, NY 12828-1134
(518) 581-3320 or 746-3320
FAX (518) 581-3309 or 746-3309

CERTIFICATE NUMBER:
WC 19-20

CERTIFICATE PERIOD:
FROM: JULY 1, 2019
TO: JUNE 30, 2020

ITEM 1: MEMBER NAME AND ADDRESS:
Queensbury UFSD
429 Aviation Road
Queensbury, NY 12804

ADMINISTRATOR NAME AND ADDRESS:
PMA Companies
Janesville, WI 53547-5231
Phone: 888-476-2669
Fax: 800-432-9762
www.pmacompanies.com
email: clalmsmall.pmagroup.com

ITEM 2: CERTIFICATE PERIOD IS FROM JULY 1, 2019 TO JUNE 30, 2020 AT 12:01 AM DAYLIGHT SAVINGS TIME AT THE MEMBER'S MAILING ADDRESS.

ITEM 3A: WORKERS' COMPENSATION COVERAGE: PART ONE APPLIES TO THE WORKERS' COMPENSATION LAW OF NEW YORK STATE.

PART ONE: LIMIT OF LIABILITY – WORKERS' COMPENSATION – STATUTORY PER OCCURRENCE

PART TWO: RETENTION - \$600,000 PER OCCURRENCE

ITEM 3B: EMPLOYERS' LIABILITY: PART TWO APPLIES TO WORK IN NEW YORK STATE

LIMITS OF LIABILITY - \$1,000,000 Per Occurrence

RETENTION - \$600,000 Per Occurrence

ITEM 4: THE ANNUAL FEE IS DETERMINED BY THE BOARD OF DIRECTORS AND IS SUBJECT TO CHANGE UPON AUDIT.

TOTAL ESTIMATED ANNUAL FEE: \$269388

TELEPHONE: (518) 746-3320 OR (518) 581-3320



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Queensbury Union Free School District 428 Aviation Road Queensbury, NY 12804</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>(518) 824-5603</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>14-8001858</p>
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<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Warren County Attn: Warren County Attorney's Office 1340 State Route 8 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier</p> <p>Securly Mutual Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>40472</p> <p>3c. Policy effective period</p> <p>04/01/2018 to 03/31/2020</p>
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4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy covers:

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

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

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

Date Signed 08/27/2018 By Melanie J. Rees
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 607-338-7341 Name and Title Lead Accounting Specialist

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

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

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

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

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

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

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed 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 cancelled 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 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 Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Warren County Board of Supervisors

RESOLUTION NO. 311 OF 2019

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

AUTHORIZING AN AGREEMENT WITH THE QUEENSBURY UNION FREE SCHOOL DISTRICT FOR THE WARREN COUNTY SHERIFF'S OFFICE TO PROVIDE LAW ENFORCEMENT SERVICES WITHIN THE QUEENSBURY SCHOOL DISTRICT

WHEREAS, the Queensbury Union Free School District ("School") has requested that the Warren County Sheriff provide law enforcement services by assigning two school resource officers/school security officers to the four schools located within the Queensbury School District, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the school calendar year and for such other events as may be requested by the school district, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Sixty-Seven Thousand Dollars (\$67,000) per school year for two School Resource Officer/School Security Officer to be assigned to the four schools located within the Queensbury Union Free School District, for a term commencing upon execution of the agreement by both parties and continuing under the same terms and conditions, unless terminated by either party, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board and the Warren County Sheriff to enter into an agreement with the Queensbury Union Free School District, 429 Aviation Road, Queensbury, New York 12804 to provide law enforcement services by assigning two school resource officers/school security officers to the four schools located in the Queensbury School District during normal school hours throughout the school calendar year and for such other events as may be requested by the school district for an amount not to exceed Sixty-Seven Thousand Dollars (\$67,000) per school year with the School providing liability insurance and indemnification of Warren County, commencing upon execution by both parties and continuing until terminated by either party, provided there are no changes in the terms and conditions and in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 24, 2020

- (a) Is this a Result of a Bid or Request for Proposal? N/A
- (b) Purpose of Contract: **Provide law enforcement services (*School Resource Officers*) to Lake George Central School District**
- (c) Name of Contractor: **Lake George Central School District**
- (d) Address of Contractor: **381 Canada Street, Lake George, NY 12845**
- (e) Contractor's Contact Person and Telephone Number: **Lynne Rutnik,
Superintendent
(518) 668-5456 ext. 1207**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **Upon Execution (2020 - 2021 School Year)**
- (h) Termination Date of Contract: **Upon completion of 2020 - 2021 School Year**
- (i) Payment Provisions:
 - i) lump sum amount **\$67,000**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) **Lump Sum**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

**A.3120.1004 2260 School Resource Officers - Lake George School District
Public Safety - Other Govt**

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

* as listed in budget and LOGOS

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITHIN THE LAKE GEORGE SCHOOL DISTRICT**

THIS AGREEMENT made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and

LAKE GEORGE SCHOOL DISTRICT, having its principal offices and place of business located at 381 Canada Street, Lake George, New York 12845 (the "District").

WITNESSETH:

WHEREAS, the District has requested that the Warren County Sheriff provide law enforcement services by assigning two (2) School Resource Officers/School Security Officers, one (1) at the Lake George Elementary School located at 69 Sun Valley Drive, Lake George, New York 12845 and one (1) at the Lake George Junior-Senior High School located at 381 Canada Street, Lake George, New York 12845, during normal school hours and for such other events as requested by the school district, and

WHEREAS, the County has indicated its willingness to provide these services during the school calendar year commencing upon execution by both parties and continuing under the same terms and conditions unless terminated by either party, and

WHEREAS, the District has agreed to pay the County an amount not to exceed Sixty-Seven Thousand Dollars (\$67,000) per school year for such School Resource Officers/School Security Officers services as set forth in this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, through the Warren County Sheriff's Office, agrees to provide school resource officers/school security officers services to the Lake George School District at the locations identified above during normal school hours and for such other events as requested by the school

district, in accordance with and subject to the terms of this Agreement.

I. DOCUMENTS:

The contract documents consist of the following: this Agreement; proof of required insurance; and Resolution No. 309 of 2019. These documents form the Contract, and are attached to this Agreement with the exception of the subsequent agreements which shall become part of this Agreement, when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

II. DELIVERY OF SERVICES:

A. Service Area

The County, through its Sheriff's Office, shall provide School Resource Officers/School Security Officers services within the Lake George Schools and the grounds thereof.

B. Enforcement Responsibilities

The County, through its Sheriff as the conservator of the peace within the County, shall provide School Resource Officers/School Security Officers services for the Lake George School District.

C. Quantity of Services

The County will assign one (1) uniformed School Resource/Security Officer to the Lake George Junior-Senior High School and one (1) uniformed School Resource/Security Officer to the Lake George Elementary School for the entire school year. The hours worked will be based on the needs of the school district, at the discretion of the School Superintendent, and following the school calendar, and for such other events as requested by the school district. The hours of the School Resource/Security Officers is capped at 1476 hours (per officer) for the entire school year which includes any and all training that may be required.

D. How Delivered

The scheduling, direction and supervision of the School Resource Officers/School Security Officers and those matters incidental to the delivery of those services to the School shall be determined by the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner of performance of these services delivered to the School shall be resolved by the Sheriff or his Designee and the Superintendent of the School District or his/her Designee.

F. Enforcement of Services

Nothing in this Agreement shall force the County to provide the services in this Agreement if the County does not have enough staff to fulfill its obligations under this Agreement.

The School waives its right to any claims for a breach of contract or any other cause of action against the County if nonperformance of this Agreement is due to inability to staff this position by the County. If the County cannot staff the position, the School will pay for the services provided and will be refunded, on a pro-rated basis any money that was paid for days without services. Upon a request from the School for a refund, the County will provide such refund within thirty (30) days of the request.

III. RESOURCES:

A. Responsibilities

The County reserves the right to invoice the School for any and all equipment and supplies required for the School Resource Officer/School Security Officers.

IV. CONSIDERATION:

A. Payment

The District shall pay to the County a sum not to exceed Sixty-Seven Thousand Dollars (\$67,000) during the school calendar year 2019-2020 for the services provided under the terms of

this agreement.

B. Billing and Payment

The District shall pay to the Treasurer of Warren County the amount due, as agreed upon herein, in one payment due by the 1st day of the 2019-2020 school year.

C. Payment Upon Termination

If either party terminates this agreement prior to the completion of services, the County shall be paid for those services rendered pursuant to this agreement on a pro-rated basis.

V. INDEMNIFICATION; DEFENSE; COOPERATION:

A. District's Responsibilities:

1. The District shall be solely responsible for and shall indemnify, defend and hold harmless the County and its officers, employees, and agents (the "County Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the District and/or the District's officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.
2. The District shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the District and any of its employees or agents. The District shall name the

County as additional insured on a primary, non-contributory basis to the District's General Liability policy. The District is also required to carry Workers' Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.

3. The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V A(2) above before service from the County begins. The failure of the District to provide such Certificate of Insurance shall not be deemed a waiver by the County of the District's obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.
4. The District shall, upon the County's demand, promptly and diligently defend, at the District's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.
5. The District shall, and shall cause the District's officers, employees, and agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

B. County's Responsibilities:

1. The County shall be solely responsible for and shall indemnify, defend and hold harmless the District and its officers, employees, and agents (the "District Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the County and/or the County's officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.
2. The County shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the County and any of its employees or agents. The County shall name the District as additional insured on a primary, non-contributory basis to the County's General Liability policy. The County is also required to carry Workers' Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.
3. The County shall furnish to the District Certificate(s) of Insurance evidencing coverage stipulated in paragraph V B(2) above before service from the County begins. The failure of the County to provide such Certificate of Insurance shall not be deemed a waiver by the District of the County's

obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.

4. The County shall, upon the District's demand, promptly and diligently defend, at the County's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or more "District Indemnified Parties" for which the County has an obligation to provide, and the County shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
 5. The County shall, and shall cause the County's officers, employees, and agents to, cooperate with the District in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.
- C. Any type of Sexual Harassment is against Warren County policy and is unlawful. The District acknowledges and agrees tat it has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at www.warrencountyny.gov/hr/forms.php under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. The District shall follow the policy in its entirety. If a complaint does arise, the District is to notify Warren County promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions,

demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from District and or agent's breach of this policy.

D. The provisions of this section shall survive the termination and/or expiration of this Agreement.

VI. DURATION:

The term of this Agreement shall be for the school calendar year 2019-2020, commencing upon execution by both parties and continuing under the same terms and conditions unless terminated upon thirty (30) days notice by either party for any reason.

VII. AUTHORITY:

This Agreement is made and executed pursuant to Resolution No. 309 of 2019, adopted by the Warren County Board of Supervisors on July 19, 2019.

This Agreement is subject to the approval of the Lake George School District Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of execution of the last signatory hereunder.

Approved as to Form:

Mary Anne Keir
Warren County Attorney

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

Date 8-5-19

LAKE GEORGE SCHOOL DISTRICT

By: [Signature]
LYNN RUTNIK
Superintendent

Date 8/13/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2019

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

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

PRODUCER Upstate Agency, LLC 20 South Street Glens Falls NY 12801		CONTACT NAME: Diana Kimmey PHONE (A/C, No, Ext): (518) 782-5841 FAX (A/C, No): (518) 783-3627 E-MAIL ADDRESS: Diana.Kimmey@upstateagency.com	
INSURED Lake George Central School District Attn Kate DuBois, Business Manager 381 Canada Street Lake George NY 12845		INSURER(S) AFFORDING COVERAGE INSURER A: Ulca National Assurance Co. NAIC # 10687 INSURER B: Republic-Franklin Insurance Co 12475 INSURER C: Ulca National Insurance Company of Ohio 13898 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 2019-20 **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 SUBR (IND) WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	4334688 PO #	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		4334690 PO #	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 50,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4334692 PO #	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> B.L. EACH ACCIDENT \$ B.L. DISEASE - BA EMPLOYEE \$ B.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Warren County its board, officers and employees are named additional insured if required by written contract on a primary and non-contributory basis as per the attached forms.

CERTIFICATE HOLDER Warren County 1340 State Route 9 Lake George NY 12845	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
--	--

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**EDUCATIONAL INSTITUTION COVERAGE
ENDORSEMENT
(EXCLUDING STUDENT MEDICAL EXPENSES)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the insurance is amended as follows:

A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey: Such insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12-20; 18A: 16-6; and if permitted by law, 18A: 16-6.1.

B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE C (SECTION I):

We will not pay expenses for "bodily injury" to your student.

D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES A and B (SECTION I):

If the educational institution owns or operates a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

- a. The rendering or failure to render:

(1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;

(2) Any health or therapeutic service, treatment, advice or instruction; or

(3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.

b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph 2. Exclusions of Section - I Coverage A, the Expected Or Intended Injury exclusion is replaced by the following:

Expected Or Intended Injury

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

This exclusion does not apply to "bodily injury" resulting from:

(1) The use of reasonable physical force to protect oneself or other persons from physical injury;

(2) The use of reasonable physical force to protect the property of the educational institution or others; or

(3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

M. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to SECTION II - WHO IS AN INSURED:

a. Additional Insureds - By Contract, Agreement or Permit

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph M.a.(1) will be subject to all applicable exclusions or limitations described in paragraphs M.b.(1), (2), (3) and (4) and in M.c.(1), (2), (3), (4), (5), (6) and (7) below.

(2) Such insurance as is provided by paragraph M.a.(1) for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of insurance applicable to the additional insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of insurance are inclusive of and not in addition to the Limits of insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs M.a.(1), (2) and (3) ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or

(b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

(a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

CERTIFICATE OF EXCESS INSURANCE CONTRACT FOR SELF-INSURER

Star Insurance Company

Name of Excess Insurance Carrier

C/O US Specialty Underwriters

6140 Parkland Blvd., Suite 300 Mayfield Heights, OH 44124

Address, City, State, Zip Code

THIS IS TO CERTIFY that a Workers' Compensation Excess Insurance Contract has been issued by this Company as follows:

The Excess Insurance Contract is now in force and the Company will give the Chair, Workers' Compensation Board, Attention: Office of Self-Insurance, 328 State Street, Schenectady, N.Y. 12305 not less than thirty (30) days written notice of cancellation or of any change to be made by the Company in said Contract. Such notice shall be sent by registered or certified mail or delivered by personal service as required in the Contract.

Name of Self-Insurer Southern Adirondacks Public Schools WC Plan W# _____

Address c/o Washington Saratoga Warren Essex, 1169 Burgoyne Ave., Ste 2, Fort Edward, NY 12828

Contract Number WCE-0934847-19

Contract Effective 07/01/2019 until canceled.

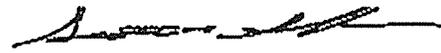
Company's Limits of Liability Statutory each occurrence.

Self-Insurer's Retention \$ 500,000 each occurrence.

Dated this 13th day of June, 2019

Star Insurance Company

Name of Excess Insurance Company



Authorized Representative*

SCOTT GAFFNER, PRESIDENT

Print Name of Representative

440-805-8100

Phone Number including Area Code

*Attach evidence of authority

SI-21 (8/17)



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

<p>1a. Legal Name & Address of Insured (use street address only) LAKE GEORGE CENTRAL SCHOOL DISTRICT ATTN: NANCY DUELL 381 CANADA STREET LAKE GEORGE, NY 12845</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 518-668-5455</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 146001289</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Warren County 1340 State Route 9 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL482456</p> <p>3c. Policy effective period 01/27/2019 to 01/26/2020</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy covers:

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

B. Only the following class or classes of employer's employees:
CLERICAL, CUSTODIANS, MECHANICS, BUS DRIVERS, CAFETERIA AID

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 7/30/2019 By 
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 518-829-8100 Name and Title Richard White, 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 mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

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

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

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

Telephone Number _____ Name and Title _____

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



Warren County Board of Supervisors

RESOLUTION NO. 309 OF 2019

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

AUTHORIZING AN AGREEMENT WITH THE LAKE GEORGE CENTRAL SCHOOL DISTRICT FOR THE WARREN COUNTY SHERIFF'S OFFICE TO PROVIDE LAW ENFORCEMENT SERVICES WITHIN THE LAKE GEORGE CENTRAL SCHOOL DISTRICT

WHEREAS, the Lake George Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by assigning one school resource officer/school security officer at the Lake George Elementary School and another at the Lake George Jr.-Sr. High School, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the school calendar year and for such other events as may be requested by the school district, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Sixty-Seven Thousand Dollars (\$67,000) per school year for such School Resource Officers/School Security Officers to be assigned to each of the two schools in the Lake George Central School District, for a term commencing upon execution of the agreement by both parties and continuing under the same terms and conditions, unless terminated by either party, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board and the Warren County Sheriff to enter into an agreement with the Lake George Central School District, 381 Canada Street, Lake George, New York 12845 to provide law enforcement services by assigning one school resource officer/school security officer at the Lake George Elementary School, 69 Sun Valley Drive, Lake George, New York 12845 and another at the Lake George Central Jr.-Sr. High School, 381 Canada Street, Lake George, New York 12845 during normal school hours throughout the school calendar year and for such other events as may be requested by the school district for an amount not to exceed Sixty-Seven Thousand Dollars (\$67,000) per school year with the School providing liability insurance and indemnification of Warren County, commencing upon execution by both parties and continuing until terminated by either party, provided there are no changes in the terms and conditions and in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 24, 2020

- (a) Is this a Result of a Bid or Request for Proposal? *N/A*
- (b) Purpose of Contract: **Provide law enforcement services (*School Resource Officers*) to Hadley-Luzerne Central School District**
- (c) Name of Contractor: **Hadley-Luzerne Central School District**
- (d) Address of Contractor: **273 Lake Avenue, Lake Luzerne, NY 12846**
- (e) Contractor's Contact Person and Telephone Number: **Beecher Baker,
Superintendent
(518) 696-5884**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **Upon Execution (*2020 - 2021 School Year*)**
- (h) Termination Date of Contract: **Upon completion of 2020 - 2021 School Year**
- (i) Payment Provisions:
 - i) lump sum amount **\$87,000**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) **Lump Sum**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

**A.3120.1001 2260 School Resource Officers - Hadley-Luzerne School District
Public Safety - Other Govt**

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

* as listed in budget and LOGOS

**AMENDMENT AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITHIN THE HADLEY-LUZERNE SCHOOL DISTRICT**

THIS AMENDMENT AGREEMENT made by and between the COUNTY OF WARREN,
a municipal corporation and political subdivision established under the Laws of the State of New
York, having its principal offices and place of business located at the Warren County Municipal
Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the
"County"), and

HADLEY-LUZERNE SCHOOL DISTRICT, having its principal offices and place of
business located at 273 Lake Avenue, Lake Luzerne, New York 12846 (the "District").

WITNESSETH:

WHEREAS, the District has requested that the Warren County Sheriff provide law
enforcement services by assigning one (1) School Resource Officer/School Security Officer at the
Stuart M. Townsend Elementary School located at 27 Hyland Drive, Lake Luzerne, New York
12846 and one (1) School Resource Officer/School Security Officer at the Hadley-Luzerne
Junior/Senior High School located at 273 Lake Avenue, Lake Luzerne, New York 12846, during
normal school hours and for such other events as requested by the school district, and

WHEREAS, the County has indicated its willingness to provide these services during the
school calendar year commencing upon execution by both parties and continuing under the same
terms and conditions unless terminated by either party, and

WHEREAS, the District has agreed to pay the County an amount not to exceed Eighty-
Seven Thousand Dollars (\$87,000) per school year for such School Resource Officers/School
Security Officers services as set forth in this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, through the Warren County Sheriff's Office, agrees to provide school
resource officer/school security officer services to the Hadley-Luzerne School District at the

locations identified above during normal school hours and for such other events as requested by the school district, in accordance with and subject to the terms of this Agreement.

I. DOCUMENTS:

The contract documents consist of the following: this Amendment Agreement; proof of required insurance; and Resolution No. 116 of 2020. These documents form the Contract, and are attached to this Agreement with the exception of subsequent agreements which shall become part of this Agreement, when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

II. DELIVERY OF SERVICES:

A. Service Area and Enforcement Responsibilities

The County, through its Sheriff's Office as conservator of the peace within the County, shall provide School Resource Officer/School Security Officer services within the Hadley-Luzerne Schools and the grounds thereof.

B. Quantity of Services

The County will assign one (1) uniformed School Resource/Security Officer to the Hadley-Luzerne Junior/Senior High School and one (1) uniformed School Resource/Security Officer to the Stuart M. Townsend Elementary School for the entire school year. The hours worked will be based on the needs of the school district, at the discretion of the School Superintendent, and following the school calendar, and for such other events as requested by the school district. The hours of the School Resource/Security Officer is capped at 1476 hours (per officer) for the entire school year which includes any and all training that may be required.

C. How Delivered

The scheduling, direction and supervision of the School Resource Officer/School Security Officer and those matters incidental to the delivery of those services to the School shall be

determined by the Sheriff.

D. Dispute Resolution

Any conflict between the parties regarding the extent or manner of performance of these services delivered to the School shall be resolved by the Sheriff or his Designee and the Superintendent of the School District or his/her Designee.

E. Enforcement of Services

Nothing in this Agreement shall force the County to provide the services in this Agreement if the County does not have enough staff to fulfill its obligations under this Agreement.

The School waives its right to any claims for a breach of contract or any other cause of action against the County if nonperformance of this Agreement is due to inability to staff this position by the County. If the County cannot staff the position, the School will pay for the services provided and will be refunded, on a pro-rated basis any money that was paid for days without services. Upon a request from the School for a refund, the County will provide such refund within thirty (30) days of the request.

III. RESOURCES:

A. Responsibilities

The County reserves the right to invoice the School for any and all equipment and supplies required for the School Resource Officer/School Security Officers.

IV. CONSIDERATION:

A. Payment

The District shall pay to the County a sum not to exceed Eighty-Seven Thousand Dollars (\$87,000) during the school calendar year 2019-2020 for the services provided under the terms of this agreement.

B. Billing and Payment

The District shall pay to the Treasurer of Warren County the amount due, as agreed upon herein, in one payment due by the 1st day of the 2019-2020 school year.

C. Payment Upon Termination

If either party terminates this agreement prior to the completion of services, the County shall be paid for those services rendered pursuant to this agreement on a pro-rated basis.

V. INDEMNIFICATION; DEFENSE; COOPERATION:

A. District's Responsibilities:

1. The District shall be solely responsible for and shall indemnify, defend and hold harmless the County and its officers, employees, and agents (the "County Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the District and/or the District's officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.
2. The District shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the District and any of its employees or agents. The District shall name the County as additional insured on a primary, non-contributory basis to the

District's General Liability policy. The District is also required to carry Workers' Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.

3. The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(A)(2) above before service from the County begins. The failure of the District to provide such Certificate of Insurance shall not be deemed a waiver by the County of the District's obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.
4. The District shall, upon the County's demand, promptly and diligently defend, at the District's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under subsection V(A)(1) above, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.
5. The District shall, and shall cause the District's officers, employees, and agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

B. County's Responsibilities:

1. The County shall be solely responsible for and shall indemnify, defend and hold harmless the District and its officers, employees, and agents (the "District Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the County and/or the County's officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.
2. The County shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the County and any of its employees or agents. The County shall name the District as additional insured on a primary, non-contributory basis to the County's General Liability policy. The County is also required to carry Workers' Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.
3. The County shall furnish to the District Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(B)(2) above before service from the County begins. The failure of the County to provide such Certificate of

Insurance shall not be deemed a waiver by the District of the County's obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.

4. The County shall, upon the District's demand, promptly and diligently defend, at the County's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or more "District Indemnified Parties" for which the County has an obligation to provide defense under subsection V(B)(1) above, and the County shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
5. The County shall, and shall cause the County's officers, employees, and agents to, cooperate with the District in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

- C. Any type of Sexual Harassment is against Warren County policy and is unlawful. The District acknowledges and agrees that it has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at www.warrencountyny.gov/hr/forms.php under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. The District shall follow the policy in its entirety. If a complaint does arise, the District is to notify Warren County promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its boards,

officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from District and or agent's breach of this policy.

D. The provisions of this section shall survive the termination and/or expiration of this Agreement.

VI. DURATION:

The term of this Agreement shall be for the school calendar year 2019-2020, commencing upon execution by both parties and continuing under the same terms and conditions unless terminated upon thirty (30) days notice by either party for any reason.

VII. AUTHORITY:

This Amendment Agreement is made and executed pursuant to Resolution No. 116 of 2020, adopted by the Warren County Board of Supervisors on March 20, 2020.

This Agreement is subject to the approval of the Hadley-Luzerne Central School District Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of execution of the last signatory hereunder.

Approved as to Form:

COUNTY OF WARREN

Mary Ellen Keir
Warren County Attorney

By: Frank E. Thomas
FRANK THOMAS, CHAIRMAN
Board of Supervisors

Date 4/14/20

WARREN COUNTY SHERIFF

HADLEY-LUZERNE SCHOOL DISTRICT

By: Jim Lafarr
JIM LAFARR
Sheriff

By: Beecher Baker Sr.
BEECHER BAKER
Superintendent

Date 4/16/20

Date 5/12/20



**Workers'
Compensation
Board**

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

**Office of the Secretary
Compliance With Workers' Compensation Law**

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Hadley-Luzerne Central School District
WCB #: W823694
Tax ID #: 14-6001642
Qual Date: 7/1/1993

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law, (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 23rd day of April 2018.

Kim McCarroll
KIM MCCARROLL
SECRETARY

Status Confirmed By
Office of Self Insurance
(518) 402-0247
Selfinsurance@wcb.ny.gov
4/23/2018



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

<p>1a. Legal Name & Address of Insured (use street address only) HADLEY- LUZERNE CENTRAL SCHOOL PO Box 200 27 BEN ROSA ROAD LAKE LUZERNE, NY 12846</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 518-696-2112</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 146001647</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Warren County 1340 State Route 9 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL409716</p> <p>3c. Policy effective period 07/01/2019 to 06/30/2020</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy covers:

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

B. Only the following class or classes of employer's employees:
TEACHER AIDES, TEACHER ASSISTANTS, AND SUPPORT STAFF

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 7/29/2019 By
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, 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 mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

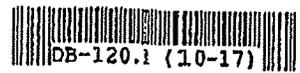
**State of New York
Workers' Compensation Board**

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

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

Telephone Number _____ Name and Title _____

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



Warren County Board of Supervisors

RESOLUTION NO. 116 OF 2020

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

AMENDING AGREEMENT WITH THE HADLEY-LUZERNE SCHOOL DISTRICT FOR THE WARREN COUNTY SHERIFF'S OFFICE TO PROVIDE LAW ENFORCEMENT SERVICES WITHIN THE HADLEY-LUZERNE SCHOOL DISTRICT, TO INCREASE THE NOT TO EXCEED AMOUNT

WHEREAS, pursuant to Resolution No. 308 of 2019, the Chairman of the Board of Supervisors was authorized to execute an agreement with the Hadley-Luzerne School District, 273 Lake Avenue, Lake Luzerne, New York 12846, to provide law enforcement services by assigning one school resource officer/school security officer at the Stuart M. Townsend Elementary School, 27 Hyland Drive, Lake Luzerne, New York 12846 and another at the Hadley-Luzerne Junior/Senior High School, 273 Lake Avenue, Lake Luzerne, New York 12846 during normal school hours throughout the school calendar year and for such other events as may be requested by the school district for an amount not to exceed Sixty-Seven Thousand Dollars (\$67,000), and

WHEREAS, the Sheriff has requested that the agreement be amended to increase the not to exceed amount to Eighty-Seven Thousand Dollars (\$87,000) to include the increased salaries suggested by and to be provided for by the Hadley-Luzerne School District, now, therefore, be it

RESOLVED, that the agreement with the Hadley-Luzerne School District, be, and hereby is, amended to increase the not to exceed amount to Eighty-Seven Thousand Dollars (\$87,000), commencing upon execution by both parties and continuing until terminated by either party, provided there are no changes in the terms and conditions, in a form approved by the County Attorney, and be it further

RESOLVED, that other than the changes outlined herein, all other terms and conditions of Resolution No. 308 of 2019 will remain the same.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 24, 2020

- (a) Is this a Result of a Bid or Request for Proposal? **N/A**
- (b) Purpose of Contract: **Provide law enforcement services (*School Resource Officers*) to North Warren Central School District**
- (c) Name of Contractor: **North Warren Central School District**
- (d) Address of Contractor: **6110 State Route 8, Chestertown, NY 12817**
- (e) Contractor's Contact Person and Telephone Number: **Michelle French,
Superintendent
(518) 494-2929**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **Upon Execution (*2020 - 2021 School Year*)**
- (h) Termination Date of Contract: **Upon completion of 2020 - 2021 School Year**
- (i) Payment Provisions:
 - i) lump sum amount **\$30,000**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) **Lump Sum**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

**A.3120.1003 2260 School Resource Officers - North Warren School District
Public Safety - Other Govt**

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

* as listed in budget and LOGOS

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITHIN THE NORTH WARREN CENTRAL SCHOOL DISTRICT**

THIS AGREEMENT made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and NORTH WARREN CENTRAL SCHOOL DISTRICT, having its principal offices and place of business located at 6110 State Route 8, Chestertown, New York 12817 (the "District").

WITNESSETH:

WHEREAS, the District has requested that the Warren County Sheriff provide law enforcement services by assigning a School Resource Officer/School Security Officer at the North Warren Central School located at 6110 State Route 8, Chestertown, New York 12817 during normal school hours and for such other events as requested by the school district, and

WHEREAS, the County has indicated its willingness to provide these services during the school calendar year commencing upon execution by both parties and continuing under the same terms and conditions unless terminated by either party, and

WHEREAS, the District has agreed to pay the County an amount not to exceed Thirty Thousand Dollars (\$30,000) per school year for such School Resource Officer/School Security Officer services as set forth in this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, through the Warren County Sheriff's Office, agrees to provide school resource officer/school security officer services to the North Warren Central School District at the location identified above during normal school hours and for such other events as requested by the school district, in accordance with and subject to the terms of this Agreement.

I. **DELIVERY OF SERVICES:**

A. Service Area

The County, through its Sheriff's Office, shall provide School Resource Officer/School Security Officer services within the North Warren Central School and the grounds thereof.

B. Enforcement Responsibilities

The County, through its Sheriff as the conservator of the peace within the County, shall provide School Resource Officer/School Security Officer services for the North Warren Central School District.

C. Quantity of Services

The County will assign one (1) uniformed School Resource/Security Officer to North Warren Central School for the entire school year. The hours worked will be based on the needs of the school district, at the discretion of the School Superintendent, and following the school calendar, and for such other events as requested by the school district.

D. How Delivered

The scheduling, direction and supervision of the School Resource Officer/School Security Officer and those matters incidental to the delivery of those services to the School shall be determined by the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner of performance of these services delivered to the School shall be resolved by the Sheriff or his Designee and the Superintendent of the School District or his/her Designee.

F. Enforcement of Services

Nothing in this Agreement shall force the County to provide the services in this Agreement if the County does not have enough staff to fulfill its obligations under this Agreement.

The School waives its right to any claims for a breach of contract or any other cause of action

against the County if nonperformance of this Agreement is due to inability to staff this position by the County. If the County cannot staff the position, the School will pay for the services provided and will be refunded, on a pro-rated basis any money that was paid for days without services. Upon a request from the School for a refund, the County will provide such refund within thirty (30) days of the request.

II. RESOURCES:

A. Responsibilities

Except as otherwise stipulated, the County shall furnish all labor, equipment and supplies required to provide School Resource Officer/School Security Officer services to the District.

III. CONSIDERATION:

A. Payment

The District shall pay to the County a sum not to exceed Thirty Thousand Dollars (\$30,000) during the school calendar year 2018-2019 for the services provided under the terms of this agreement.

B. Billing and Payment

The District shall pay to the Treasurer of Warren County the amount due, as agreed upon herein, in one payment due by the 1st day of the 2018-2019 school year.

C. Payment Upon Termination

If either party terminates this agreement prior to the completion of services, the County shall be paid for those services rendered pursuant to this agreement on a pro-rated basis.

IV. INDEMNIFICATION; DEFENSE; COOPERATION:

A. District's Responsibilities:

- 1. The District shall be solely responsible for and shall indemnify, defend and hold harmless the County and its officers, employees, and agents (the

“County Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the District and/or the District’s officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.

2. The District shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the District and any of its employees or agents. The District shall name the County as additional insured on a primary, non-contributory basis to the District’s General Liability policy. The District is also required to carry Workers’ Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.
3. The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph IV. A(2) above before service from the County begins. The failure of the District to provide such Certificate of Insurance shall not be deemed a waiver by the County of the District’s obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect

may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.

4. The District shall, upon the County's demand, promptly and diligently defend, at the District's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under subsection IV. A(1) above, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.
5. The District shall, and shall cause the District's officers, employees, and agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

B. County's Responsibilities:

1. The County shall be solely responsible for and shall indemnify, defend and hold harmless the District and its officers, employees, and agents (the "District Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the County and/or the County's officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The

School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.

2. The County shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the County and any of its employees or agents. The County shall name the District as additional insured on a primary, non-contributory basis to the County's General Liability policy. The County is also required to carry Workers' Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.
3. The County shall furnish to the District Certificate(s) of Insurance evidencing coverage stipulated in paragraph IV. B(2) above before service from the County begins. The failure of the County to provide such Certificate of Insurance shall not be deemed a waiver by the District of the County's obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.
4. The County shall, upon the District's demand, promptly and diligently defend, at the County's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or more "District Indemnified Parties" for which the County has an obligation to provide defense under subsection IV.B(1) above, and the County shall pay and satisfy

any judgment, decree, loss or settlement in connection therewith.

5. The County shall, and shall cause the County's officers, employees, and agents to, cooperate with the District in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

C. The provisions of this section shall survive the termination and/or expiration of this Agreement.

V. DURATION:

The term of this Agreement shall be for the school calendar year 2018-2019, commencing upon execution by both parties and continuing under the same terms and conditions unless terminated upon thirty (30) days notice by either party for any reason.

VI. AUTHORITY:

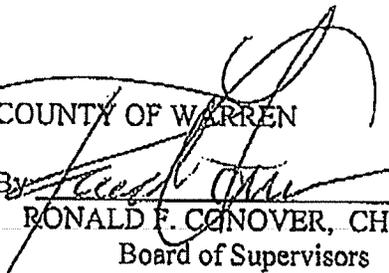
This Agreement is made and executed pursuant to Resolution No. 280 of 2018, adopted by the Warren County Board of Supervisors on July 20, 2018.

This Agreement is subject to the approval of the North Warren Central School District Board of Education.

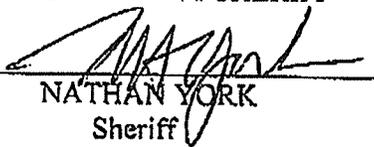
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of execution of the last signatory hereunder.

Approved as to Form:


Assistant Warren County Attorney

COUNTY OF WARREN
By: 
RONALD F. CONOVER, CHAIRMAN
Board of Supervisors
Date 8-24-18

WARREN COUNTY SHERIFF

By: 
NATHAN YORK
Sheriff

NORTH WARREN CENTRAL SCHOOL DISTRICT

By: 
MICHELE G. FRENCH
Superintendent
Date 8/20/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2018

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

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

PRODUCER Upstate Agency, LLC 93 Riverside Dr P.O. Box 138 Chestertown NY 12817		CONTACT NAME: Diana Kimmey PHONE (A/C No, Ext): (518) 494-2417 FAX (A/C, No): (518) 494-4443 E-MAIL ADDRESS: diana.kimmey@upstateagency.com	
INSURER North Warren Central School District 6110 State Route 8 Chestertown NY 12817		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Graphic Arts Mutual Insurance 25984 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master GL 2018 -19 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	APPLICABLE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CPP1355470	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAC1358471	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CULP1356472	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER B.L. EACH ACCIDENT \$ B.L. DISEASE - EA EMPLOYEE \$ B.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Warren County its board, officers and employees are named Additional Insured on a Primary and Non-Contributory basis if required by written contract agreement per the attached form.

CERTIFICATE HOLDER

CANCELLATION

Warren County 1340 State Rt 9 Lake George NY 12845	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
--	---

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EDUCATIONAL INSTITUTION COVERAGE
ENDORSEMENT
(EXCLUDING STUDENT MEDICAL EXPENSES)**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the Insurance is amended as follows:

A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey: Such Insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12-20; 18A: 16-6; and if permitted by law, 18A: 16-6.1.

B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such Insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE C (SECTION I):

We will not pay expenses for "bodily injury" to your student.

D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES A and B (SECTION I):

If the educational institution owns or operates a clinic or hospital, this Insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

- a. The rendering or failure to render:

(1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;

(2) Any health or therapeutic service, treatment, advice or instruction; or

(3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.

b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph 2. Exclusions of Section - I Coverage A, the Expected Or Intended Injury exclusion is replaced by the following:

Expected Or Intended Injury

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

This exclusion does not apply to "bodily injury" resulting from:

(1) The use of reasonable physical force to protect oneself or other persons from physical injury;

(2) The use of reasonable physical force to protect the property of the educational institution or others; or

(3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

The following is added only if the policy is issued to an insured for exposures which exist in New Jersey:

- (4) The use of force which is reasonable and necessary:
 - (a) To quell a disturbance, threatening physical injury to others; and/or
 - (b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; and/or
 - (c) For the purpose of self-defense.

The following is added only if the policy is issued to an insured for exposures which exist in Georgia:

- (4) Corporal punishment administered to a student by a teacher, principal, or other executive or administrative official of the school or school punishment is:
 - (a) Administered without malicious intent and without intent to cause injury; and
 - (b) Administered in compliance with the school's or the school district's regulations governing corporal punishment.

F. BODILY INJURY OR PROPERTY DAMAGE FROM POLLUTION - EDUCATIONAL INSTITUTION ACTIVITIES WITHIN BUILDINGS

Under Paragraph 2. Exclusions of Section - I Coverage A, the following is added to part (1)(a) of the Pollution exclusion:

- (iv) "Bodily Injury" or "property damage" arising from activities and functions that are characteristic of, or distinctive to any educational institution curriculum or program which occur within buildings on educational institution premises of any Insured. However, this exception does not apply to building operations, maintenance or repair.

This provision does not apply to exposures in the state of Vermont.

G. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION REVISED (PROVIDES CERTAIN COVERAGES FOR NONOWNED WATERCRAFT AND MODEL AIRCRAFT)

Exclusion g. of COVERAGE A (SECTION I) is replaced by the following:

- g. Aircraft, Auto or Watercraft
"Bodily Injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to, any Insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of students to and from schools.

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

This exclusion does not apply to:

- (1) An aircraft that is:
 - (a) Hired, chartered or loaned to an insured with a paid crew; and
 - (b) Not owned by an insured;
- (2) A watercraft while ashore on premises you own or rent;
- (3) A watercraft you do not own that is:
 - (a) Not being used to carry persons or property for a charge which is intended to make a profit for your educational institution; and
 - (b) Not being used to furnish transportation of your students to and from schools.

Exceptions (1) and (3) to this exclusion g. do not apply, and exclusion g. is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis, except for any insurance specifically written as excess over this insurance.

- (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph e.(1), f.(2) or f.(3) of the definition of "mobile equipment."

With respect to (6) above, "insured contract" does not include any contract to furnish transportation of your students to and from schools.

As used in this exclusion, aircraft means any contrivance used or designed for flight, except model rockets;

- (i) Used with any educational institution curriculum or program; and
- (ii) Not used or designed to carry people or cargo.

H. EXTENDED PROPERTY DAMAGE COVERAGE

a. With respect to property in your care, custody or control, the following is added to Exclusion J. of COVERAGE A (SECTION I):

Paragraph (4) of this exclusion applies only to:

- (a) Liability assumed by you under any contract or agreement; or
- (b) "Property damage" to property which is:
 - (i) Owned or occupied by or rented to you; or
 - (ii) Held by you for sale or entrusted to you for storage or safe keeping.

Part (ii) does not apply to "property damage" arising from the use of elevators.

b. Exclusion j.(4) under SECTION I - COVERAGE A. applies as follows:

- (i) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.
- (ii) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:
 - (a) To property which you have contracted to install;
 - (b) The direct result of the property being raised, lowered or otherwise moved by a crane;
 - (c) To "mobile equipment" or an "auto;"
 - (d) To that particular part of property which you are attempting to service or repair; or
 - (e) Covered by other insurance which will pay for the "property damage."

c. The following are added to exclusion J. SECTION I - COVERAGE A.:

- (1) Paragraphs (3), (4) and (6) of exclusion J. of SECTION I - COVERAGE A do not apply to the use of elevators.
- (2) Paragraph (4) of this exclusion does not apply to "property damage," to borrowed equipment while not being used to perform operations at the job site.

This extended property damage liability coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured.

This applies to insurance such as, but not limited to, fire, extended coverage, builder's risk coverage or installation risk coverage. The other insurance condition of the policy is amended accordingly.

I. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

Under Section I - Coverage B - Personal And Advertising Injury, the following is added to Exclusion e. Contractual Liability:

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement.

J. FIRE, LIGHTNING OR EXPLOSION DAMAGE

a. The last paragraph of COVERAGE A. (SECTION I) (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

b. Paragraph 6. of SECTION III - LIMITS OF INSURANCE is replaced by the following:

6. Subject to 5. above, the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning strike or explosion is the greater of:

- (1) \$500,000; or
- (2) The Damage To Premises Rented To You Limit shown in the Declarations.

The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes in a single incident.

c. Paragraph 4.b.(1)(a)(ii) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

- (ii) That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

K. SUPPLEMENTARY PAYMENTS

Under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

a. The paragraph related to bail bonds is replaced by the following which increases the limit:

Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. The paragraph related to reasonable expenses incurred by the insured at our request is replaced by the following which increases the limit:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

L. WHO IS AN INSURED (ADDS APPOINTED OR ELECTED OFFICIALS, STUDENTS FOR CERTAIN ACTIVITIES AND AUXILIARY INSTRUCTORS)

The following replaces SECTION II - WHO IS AN INSURED:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members and your managers are also insureds, but only with respect to conduct of your business.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

b. Your "volunteer workers" and students who participate in internships, school-to-work or other similar programs, but only while acting:

(1) Under your direction and within the scope of duties for you; or

(2) Under your curriculum requirements. When used in this Coverage Form, "students who participate in internships, school-to-work or other similar programs" means a person who is not paid a fee, salary, or other remuneration.

c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee," "volunteer worker," auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee," co-"volunteer worker" or co-instructor while that co-"employee," co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

(b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker" or co-instructor as a consequence of paragraph (1)(a) above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (1)(b) above.

- (2) "Property damage" to property owned, occupied or used by, rented or over which physical control is being exercised for any purpose by:
 - (a) Any of your "employees", "volunteer workers" or instructors; or
 - (b) You, or if you are a partnership or joint venture, any partner or member;
 - (c) Any member or manager if you are a limited liability company.
- d. Any of the following, but only with respect to their duties in connection with the positions described below:
 - (1) Any of your appointed or elected administrative officials;
 - (2) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
 - (3) Any of your board members or commissioners if you are a public board or commission; or
 - (4) Any student teachers teaching as part of their educational requirements.
- e. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- f. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- g. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. As used in this endorsement, the term auxiliary instructor means any person acting in a teaching capacity who is neither an employee of nor a "volunteer worker" for an insured.
- 4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured,

but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
6. The following is added under SECTION II - WHO IS AN INSURED:
- a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or
 - b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph 6.a. above; is also an insured.
- The insurance afforded under paragraphs 6.a. and 6.b. applies only if no other insurance of any kind is available to such entity for this kind of liability.

M. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to SECTION II - WHO IS AN INSURED:

a. Additional Insureds - By Contract, Agreement or Permit

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph M.a.(1) will be subject to all applicable exclusions or limitations described in paragraphs M.b.(1), (2), (3) and (4) and in M.c.(1), (2), (3), (4), (5), (6) and (7) below.

(2) Such insurance as is provided by paragraph M.a.(1) for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of insurance applicable to the additional insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of insurance are inclusive of and not in addition to the Limits of insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs M.a.(1), (2) and (3) ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or
- (b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

(5) Vendor's of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph M.a. or b. above is subject to all applicable exclusions of 2. Exclusions, **COVERAGE A (Section I)**, other than exclusion b, **Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

(1) The independent acts or omissions of such additional insured.

(2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:

(a) The occurrence of any "bodily injury" or "property damage"; or

(b) The commission of any offense which caused "personal and advertising injury."

(3) Any liability arising from construction or demolition work or operations performed for you.

(4) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

(5) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

(6) Any liability from "bodily injury" or "property damage," arising out of "your work," which is included in the "products-completed operations hazard." Paragraph (6) of this exclusion does not apply to such insurance as is provided by this endorsement during the policy period of the policy to which this Coverage Form is attached.

This additional exclusion M.c.(6) does not apply with respect to such vendors coverage as is provided under M.b.(5) above.

(7) Any person or organization included as an insured under any other provision of Section C. Who is An Insured or included as an additional insured by any endorsement to this policy.

N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

The insurance provided under Section I - Coverages A and B is amended as follows:

1. "Bodily injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an "occurrence"; and
2. "Personal and advertising injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an offense.

For the purpose of determining the Limits of insurance under Coverage A for this coverage, any act or omission together with all related acts or omissions in the furnishing of these services to any one person, will be considered one "occurrence".

The insurance provided by 1. and 2. above does not apply to "bodily injury" or "personal and advertising injury" caused by the willful violation of a penal statute or ordinance relating to the provision of professional health care services by or with the knowledge or consent of any insured.

O. LIMITED COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEERS OR CO-INSTRUCTORS

1. a. The coverage provided by this Section of this endorsement is subject to the reduced limits stated below. These limits do not increase the Commercial General Liability Limits of insurance stated in the Declarations. The reduced limits stated below are the total Limits of insurance for all damages or medical expenses under Coverages A or C for the coverage provided by this Section of this endorsement.

Limits of Insurance for This Section:

General Aggregate Limit -	\$25,000
Each Occurrence Limit -	\$25,000

- b. The Employer's Liability exclusion under Paragraph 2. Exclusions of Section - I Coverage A does not apply to the coverage provided by this Section of this endorsement.
2. Subject to the reduced limits above for such coverage as is provided by this Section of this endorsement, parts 2.a., b. and c. of Section L. of this endorsement, which modify part 2.a. of Section II - Who is An Insured of the Commercial General Liability Coverage Form, are replaced by the following:
 - a. Your "employees", other than your "executive officers." (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Your "volunteer workers", but only while acting:
 - (1) Under your direction and within the scope of duties for you; or
 - (2) Under your curriculum requirements.
 - c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee", "volunteer worker" or auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

- (1) "Personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee", co-"volunteer worker" or co-instructor while that co-"employee", co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

- (b) To the spouse, child, parent, brother or sister of that co-"employee", co-"volunteer worker" or co-instructor as a consequence of paragraph (1)(a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (1)(b) above.
- (2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:
 - (a) Any of your "employees", "volunteer workers" or instructors; or
 - (b) You, or if you are partnership or joint venture, any partner or member; or
 - (c) Any member or manager if you are a limited liability company.

P. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph a, applies only if one of the following knows of the "occurrence" or offense:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company; or
- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph b. will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company; or
- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Section IV - Commercial General Liability Conditions:

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

R. COVERAGE TERRITORY

Under the Definitions Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

- a. The United State of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
- c. All other parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:
 - (a) The territory described in a. above;
 - (b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands;

S. BODILY INJURY DEFINITION

Under the Definitions Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
- b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease; provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

T. DAMAGE TO PROPERTY NOT PHYSICALLY INJURED

- a. Under the Definitions Section "Impaired property" does not apply.
- b. Exclusions m. and n. under SECTION I - COVERAGE A are replaced by the following:
 - m. **Loss Of Use Of Tangible Property**
Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

(1) A delay in or lack of performance by or on behalf of the named Insured of any contract or agreement; or

(2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of " your product" or "your work" after such products or work have been put to use by any person or organization other than an Insured.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) Any property which includes "your product" or "your work";

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

U. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the Definitions Section, "Personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation; other than "bodily injury"; arising out of one or more of the following offenses:

- 1. False arrest, detention or imprisonment;
- 2. Malicious prosecution or abuse of process;
- 3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
- 4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- 5. Oral or written publication of material that violates a person's right of privacy;
- 6. The use of another's advertising idea in your "advertisement";

- 7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- 8. Discrimination.

As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

But discrimination does not include:

- a. Acts of differentiation that cause injury to a person arising out of any:

- (1) Refusal to employ that person;
- (2) Termination of that person's employment; or
- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- b. Acts of differentiation that cause injury to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above as directed.

Paragraphs a. and b. above apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- c. Acts of differentiation involving any actual or alleged:

- (1) Failure to provide an appropriate Individualized Education Program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or

- (2) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto.

In the State of New York, the word discrimination as used above only means actual or alleged conduct:

- (a) That results in disparate impact; or
- (b) That you are vicariously liable for.

V. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Section IV - Commercial General Liability Conditions:

If this Coverage Endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or offense, the aggregate maximum Limit of Insurance under all the Coverage Endorsements, Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement, Coverage Form or policy. This Condition does not apply to any endorsement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

This provision does not apply in New York.

W. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

SOUTHERN ADIRONDACK PUBLIC SCHOOLS
WORKERS' COMPENSATION PLAN
1153 Burgoyne Avenue, Suite 2
Fort Edward, NY 12828-1134
(518) 581-3320 or 746-3320
FAX (518) 581-3309 or 746-3309

CERTIFICATE NUMBER:
WC 18-19

CERTIFICATE PERIOD:
FROM: JULY 1, 2018
TO: JUNE 30, 2019

ITEM 1: MEMBER NAME AND ADDRESS:
North Warren CSD
6110 State Route 8
Chestertown, NY 12817

ADMINISTRATOR NAME AND ADDRESS:
PMA Companies
Janesville, WI 53547-5231
Phone: 888-476-2669
Fax: 800-432-9762
www.pmacompanies.com
email: claimsmall.pmagroup.com

ITEM 2: CERTIFICATE PERIOD IS FROM JULY 1, 2018 TO JUNE 30, 2019 AT 12:01 AM DAYLIGHT SAVINGS TIME AT THE MEMBER'S MAILING ADDRESS.

ITEM 3A: WORKERS' COMPENSATION COVERAGE: PART ONE APPLIES TO THE WORKERS' COMPENSATION LAW OF NEW YORK STATE.

PART ONE: LIMIT OF LIABILITY - WORKERS' COMPENSATION - STATUTORY PER OCCURRENCE

PART TWO: RETENTION - \$600,000 PER OCCURRENCE

ITEM 3B: EMPLOYERS' LIABILITY: PART TWO APPLIES TO WORK IN NEW YORK STATE

LIMITS OF LIABILITY - \$1,000,000 Per Occurrence

RETENTION - \$600,000 Per Occurrence

ITEM 4: THE ANNUAL FEE IS DETERMINED BY THE BOARD OF DIRECTORS AND IS SUBJECT TO CHANGE UPON AUDIT.

TOTAL ESTIMATED ANNUAL FEE: \$58485

TELEPHONE: (518) 746-3320 OR (518) 581-3320

Warren County Board of Supervisors

RESOLUTION NO. 280 OF 2018

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

AUTHORIZING AN AGREEMENT WITH THE NORTH WARREN CENTRAL SCHOOL DISTRICT FOR THE WARREN COUNTY SHERIFF'S OFFICE TO PROVIDE LAW ENFORCEMENT SERVICES AT THE NORTH WARREN CENTRAL SCHOOL

WHEREAS, the North Warren Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by assigning a school resource officer/school security officer at the North Warren Central School, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the school calendar year and for such other events as may be requested by the school district, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Thirty Thousand Dollars (\$30,000) per school year for such School Resource Officer/School Security Officer to be assigned to the North Warren Central School, for a term commencing upon execution of the agreement by both parties and continuing under the same terms and conditions, unless terminated by either party, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board and the Warren County Sheriff to enter into an agreement with the North Warren Central School District, 6110 State Route 8, Chestertown, New York 12817 to provide law enforcement services by assigning a school resource officer/school security officer at the North Warren Central School, 6110 State Route 8, Chestertown, New York 12817 during normal school hours throughout the school calendar year and for such other events as may be requested by the school district for an amount not to exceed Thirty Thousand Dollars (\$30,000) per school year with the School providing liability insurance and indemnification of Warren County, commencing upon execution by both parties and continuing until terminated by either party, provided there are no changes in the terms and conditions and in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 24, 2020

- (a) Is this a Result of a Bid or Request for Proposal? **N/A**
- (b) Purpose of Contract: **Provide law enforcement services (*School Resource Officer*) to Bolton Central School District**
- (c) Name of Contractor: **Bolton Central School District**
- (d) Address of Contractor: **26 Horicon Avenue, Bolton Landing, NY 12814**
- (e) Contractor's Contact Person and Telephone Number: **Michael Graney,
Superintendent
(518) 644-2400**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **Upon Execution (2020 - 2021 School Year)**
- (h) Termination Date of Contract: **Upon completion of 2020 - 2021 School Year**
- (i) Payment Provisions:
 - i) lump sum amount **\$33,500**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) **Lump Sum**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

**A.3120.1005 2260 School Resource Officers - Bolton School District
Public Safety - Other Govt**

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

* as listed in budget and LOGOS

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITHIN THE BOLTON CENTRAL SCHOOL DISTRICT**

THIS AGREEMENT made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and

BOLTON CENTRAL SCHOOL DISTRICT, having its principal offices and place of business located at 26 Horicon Avenue, Bolton Landing, New York 12814 (the "District").

WITNESSETH:

WHEREAS, the District has requested that the Warren County Sheriff provide law enforcement services by assigning a School Resource Officer/School Security Officer at the Bolton Central School located at 26 Horicon Avenue, Bolton Landing, New York 12814 during normal school hours and for such other events as requested by the school district, and

WHEREAS, the County has indicated its willingness to provide these services during the school calendar year commencing upon execution by both parties and continuing under the same terms and conditions unless terminated by either party, and

WHEREAS, the District has agreed to pay the County an amount not to exceed Thirty-Three Thousand Five Hundred Dollars (\$33,500) per school year for such School Resource Officer/School Security Officer services as set forth in this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, through the Warren County Sheriff's Office, agrees to provide school resource officer/school security officer services to the Bolton Central School District at the location identified above during normal school hours and for such other events as requested by the school district, in accordance with and subject to the terms of this Agreement.

I. DOCUMENTS:

The contract documents consist of the following: this Agreement; proof of required insurance; and Resolution No. 307 of 2019. These documents form the Contract, and are attached to this Agreement with the exception of the subsequent agreements which shall become part of this Agreement, when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

II. DELIVERY OF SERVICES:

A. Service Area

The County, through its Sheriff's Office, shall provide School Resource Officer/School Security Officer services within the Bolton Central School and the grounds thereof.

B. Enforcement Responsibilities

The County, through its Sheriff as the conservator of the peace within the County, shall provide School Resource Officer/School Security Officer services for the Bolton Central School District.

C. Quantity of Services

The County will assign one (1) uniformed School Resource/Security Officer to the Bolton Central School for the entire school year. The hours worked will be based on the needs of the school district, at the discretion of the School Superintendent, and following the school calendar, and for such other events as requested by the school district. The hours of the School Resource/Security Officer is capped at 1476 hours for the entire school year which includes any and all training that may be required.

D. How Delivered

The scheduling, direction and supervision of the School Resource Officer/School Security Officer and those matters incidental to the delivery of those services to the School shall be

determined by the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner of performance of these services delivered to the School shall be resolved by the Sheriff or his Designee and the Superintendent of the School District or his/her Designee.

F. Enforcement of Services

Nothing in this Agreement shall force the County to provide the services in this Agreement if the County does not have enough staff to fulfill its obligations under this Agreement.

The School waives its right to any claims for a breach of contract or any other cause of action against the County if nonperformance of this Agreement is due to inability to staff this position by the County. If the County cannot staff the position, the School will pay for the services provided and will be refunded, on a pro-rated basis any money that was paid for days without services. Upon a request from the School for a refund, the County will provide such refund within thirty (30) days of the request.

III. RESOURCES:

A. Responsibilities

The County reserves the right to invoice the School for any and all equipment and supplies required for the School Resource Officer/School Security Officer.

IV. CONSIDERATION:

A. Payment

The District shall pay to the County a sum not to exceed Thirty-Three Thousand Five Hundred Dollars (\$33,500) during the school calendar year 2019-2020 for the services provided under the terms of this agreement.

B. Billing and Payment

The District shall pay to the Treasurer of Warren County the amount due, as agreed upon herein, in one payment due by the 1st day of the 2019-2020 school year.

C. Payment Upon Termination

If either party terminates this agreement prior to the completion of services, the County shall be paid for those services rendered pursuant to this agreement on a pro-rated basis.

V. INDEMNIFICATION; DEFENSE; COOPERATION:

A. District's Responsibilities:

1. The District shall be solely responsible for and shall indemnify, defend and hold harmless the County and its officers, employees, and agents (the "County Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the District and/or the District's officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.
2. The District shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the District and any of its employees or agents. The District shall name the County as additional insured on a primary, non-contributory basis to the District's General Liability policy. The District is also required to carry

Workers' Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.

3. The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph IV. A(2) above before service from the County begins. The failure of the District to provide such Certificate of Insurance shall not be deemed a waiver by the County of the District's obligation to provide same insurance coverage. In addition, and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.
4. The District shall, upon the County's demand, promptly and diligently defend, at the District's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under subsection IV. A(1) above, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.
5. The District shall, and shall cause the District's officers, employees, and agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

B. County's Responsibilities:

1. The County shall be solely responsible for and shall indemnify, defend and

hold harmless the District and its officers, employees, and agents (the "District Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the County and/or the County's officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. The School Resource Officer/School Security Officer shall remain an employee of the County, and shall not be an employee of the District.

2. The County shall carry General Liability coverage in the amounts of at least \$1 million per occurrence and \$2 million aggregate with respect to the County and any of its employees or agents. The County shall name the District as additional insured on a primary, non-contributory basis to the County's General Liability policy. The County is also required to carry Workers' Compensation (\$1 million limit) and Disability. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.
3. The County shall furnish to the District Certificate(s) of Insurance evidencing coverage stipulated in paragraph IV. B(2) above before service from the County begins. The failure of the County to provide such Certificate of Insurance shall not be deemed a waiver by the District of the County's obligation to provide same insurance coverage. In addition, and in the event

of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such certificate of insurance shall not be deemed a satisfaction of the requirement that the District provide insurance coverage as noted anywhere in this Agreement.

4. The County shall, upon the District's demand, promptly and diligently defend, at the County's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or more "District Indemnified Parties" for which the County has an obligation to provide defense under subsection IV.B(1) above, and the County shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
5. The County shall, and shall cause the County's officers, employees, and agents to, cooperate with the District in connection with the investigation, defense or prosecution of any action, suit or proceeding, related to the subject matter of this Agreement.

- C. Any type of Sexual Harassment is against Warren County policy and is unlawful. The District acknowledges and agrees that it has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at www.warrencountyny.gov/hr/forms.php under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. The District shall follow the policy in its entirety. If a complaint does arise, the District is to notify Warren County promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's

fees and all other costs to defense, resulting from District and or agent's breach of this policy.

D. The provisions of this section shall survive the termination and/or expiration of this Agreement.

VI. DURATION:

The term of this Agreement shall be for the school calendar year 2019-2020, commencing upon execution by both parties and continuing under the same terms and conditions unless terminated upon thirty (30) days notice by either party for any reason.

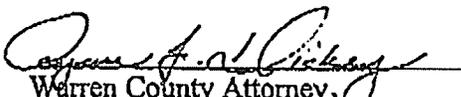
VII. AUTHORITY:

This Agreement is made and executed pursuant to Resolution No. 307 of 2019, adopted by the Warren County Board of Supervisors on July 19, 2019.

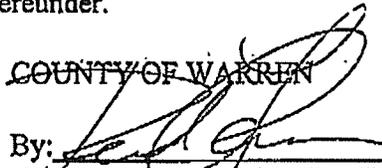
This Agreement is subject to the approval of the Bolton Central School District Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of execution of the last signatory hereunder.

Approved as to Form:


Warren County Attorney,
2nd Assistant

COUNTY OF WARREN

By: 
RONALD F. CONOVER, CHAIRMAN
Board of Supervisors

Date 7-29-19

WARREN COUNTY SHERIFF

By: 
NATHAN YORK
Sheriff

BOLTON CENTRAL SCHOOL DISTRICT

By: 
MICHAEL GRANEY
Superintendent

Date 8/5/19

Client#: 853237

BOLTOCEN

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2019

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

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

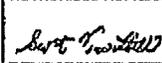
PRODUCER USI Insurance Services LLC 333 Glen Street, Suite 302 Glens Falls, NY 12801 855 874-0123	CONTACT NAME: Lori Hay PHONE (A/C No. Ext): 518-761-2809 FAX (A/C No.): 877-776-0110 E-MAIL ADDRESS: Lorean.Hay@usi.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Ultra National Insurance Co of Ohio</td> <td>13998</td> </tr> <tr> <td>INSURER B : Republic Franklin Insurance Company</td> <td>12475</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 : Ultra National Insurance Co of Ohio	13998	INSURER B : Republic Franklin Insurance Company	12475	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED Bolton Central School District PO Box 120 Bolton Landing, NY 12814														

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	ADDITIONAL INSURER (NBR 1-999)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPP1419902	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAC1356430	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$10000		CULP1356431	07/01/2019	07/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Warren County, its Board, officers and employees are named as additional insured on a primary, non contributory basis with regards to General Liability.

CERTIFICATE HOLDER Warren County CIO County Attorney's Office 1340 State Route 8 Lake George, NY 12845	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 
---	---

SOUTHERN ADIRONDACK PUBLIC SCHOOLS
WORKERS' COMPENSATION PLAN
1153 Burgoyne Avenue, Suite 2
Port Edward, NY 12828-1134
(518) 581-3320 or 746-3320
FAX (518) 581-3309 or 746-3309

CERTIFICATE NUMBER:
WC 19-20

CERTIFICATE PERIOD:
FROM: JULY 1, 2019
TO: JUNE 30, 2020

ITEM 1: MEMBER NAME AND ADDRESS:
Bolton CSD
26 Horicon Avenue
Bolton Landing, NY 12814

ADMINISTRATOR NAME AND ADDRESS:
PMA Companies
Janesville, WI 53547-5231
Phone: 888-476-2669
Fax: 800-432-9762
www.pmacompanies.com
email: claimsmail.pmagroup.com

ITEM 2: CERTIFICATE PERIOD IS FROM JULY 1, 2019 TO JUNE 30, 2020 AT 12:01 AM DAYLIGHT SAVINGS TIME AT THE MEMBER'S MAILING ADDRESS.

ITEM 3A: WORKERS' COMPENSATION COVERAGE: PART ONE APPLIES TO THE WORKERS' COMPENSATION LAW OF NEW YORK STATE.

PART ONE: LIMIT OF LIABILITY - WORKERS' COMPENSATION - STATUTORY PER OCCURRENCE

PART TWO: RETENTION - \$600,000 PER OCCURRENCE

ITEM 3B: EMPLOYERS' LIABILITY: PART TWO APPLIES TO WORK IN NEW YORK STATE

LIMITS OF LIABILITY - \$1,000,000 Per Occurrence

RETENTION - \$600,000 Per Occurrence

ITEM 4: THE ANNUAL FEE IS DETERMINED BY THE BOARD OF DIRECTORS AND IS SUBJECT TO CHANGE UPON AUDIT.

TOTAL ESTIMATED ANNUAL FEE: \$32318

TELEPHONE: (518) 746-3320 OR (518) 581-3320



Workers' Compensation Board

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

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

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>BOLTON CENTRAL SCHOOL DISTRICT (LOC@26 HORICON AVE) POB 120 BOLTON LANDING BOLTON LANDING, NY 12814</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>1c. Federal Employer Identification Number of Insured Or Social Security Number</p> <p>14-6001273</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Warren County c/o County Attorney's Office 1340 State Route 9 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier</p> <p>WESCO INSURANCE COMPANY</p> <p>3b. Policy Number of entity listed in box "1a.":</p> <p>0022196</p> <p>3c. Policy effective period:</p> <p>6/22/2018 to 12/31/2019</p>

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

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

Date Signed 6/22/2018 By *Kathleen L. Deia*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-535-2711 Title Vice President

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

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

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

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

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

Telephone Number _____ Title _____

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



Warren County Board of Supervisors

RESOLUTION NO. 307 OF 2019

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

AUTHORIZING AN AGREEMENT WITH THE BOLTON CENTRAL SCHOOL DISTRICT FOR THE WARREN COUNTY SHERIFF'S OFFICE TO PROVIDE LAW ENFORCEMENT SERVICES AT THE BOLTON CENTRAL SCHOOL

WHEREAS, the Bolton Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by assigning a school resource officer/school security officer at the Bolton Central School, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the school calendar year and for such other events as may be requested by the school district, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Thirty-Three Thousand Five Hundred Dollars (\$33,500) per school year for such School Resource Officer/School Security Officer to be assigned to the Bolton Central School, for a term commencing upon execution of the agreement by both parties and continuing under the same terms and conditions, unless terminated by either party, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board and the Warren County Sheriff to enter into an agreement with the Bolton Central School District, 26 Horicon Avenue, Bolton Landing, New York 12814 to provide law enforcement services by assigning a school resource officer/school security officer at the Bolton Central School, 26 Horicon Avenue, Bolton Landing, New York 12814 during normal school hours throughout the school calendar year and for such other events as may be requested by the school district for an amount not to exceed Thirty-Three Thousand Five Hundred Dollars (\$33,500) per school year with the School providing liability insurance and indemnification of Warren County, commencing upon execution by both parties and continuing until terminated by either party, provided there are no changes in the terms and conditions and in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 24, 2020

- (a) Is this a Result of a Bid or Request for Proposal? **N/A**
- (b) Purpose of Contract: **Provide law enforcement services (*School Resource Officer*) to Johnsbury Central School District**
- (c) Name of Contractor: **Johnsbury Central School District**
- (d) Address of Contractor: **165 Main Street, North Creek, NY 12853**
- (e) Contractor's Contact Person and Telephone Number: **Michael Markwica,
Superintendent
(518) 251-2921**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **Upon Execution (2020 - 2021 School Year)**
- (h) Termination Date of Contract: **Upon completion of 2020 - 2021 School Year**
- (i) Payment Provisions:
 - i) lump sum amount **\$33,500**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) **Lump Sum**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

**A.3120.1006 2260 School Resource Officers - Johnsbury School District
Public Safety - Other Govt**

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

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff

DATE: August 24, 2020

- (a) Purpose of Contract Change: **Request to extend the agreement with Nemer Ford to perform proprietary dealer only repairs for various Ford Sheriff's Office vehicles.**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **378 of 2019**
- (c) Name of Contractor: **Nemer Ford**
- (d) Address of Contractor: **323 Quaker Road, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Aaron Pratt
(518) 798-8834**
- (f) Commencement Date of Extension: **October 1, 2020**
- (g) Termination Date of Extension: **September 30, 2021**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$5,000**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:

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

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

* as listed in budget and LOGOS

WARREN COUNTY BID TABULATION SHEET

BID NO: WC 34-20 ITEM(S): PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS FORD MAKES AND MODELS DATE: JULY 28, 2020 TIME: 3:00 PM.	NAME & ADDRESS OF BIDDER Nemer Ford Attn: Aaron Pratt 323 Quaker Road Queensbury, NY 12804 Ph: 518-798-8834 Fx: 518-798-0166
DESCRIPTION OF ITEM	BID PRICE
Hourly Rate: Mechanic	\$85.00
Materials/Parts Furnished: Percent Mark-Up Over Cost	10%
BID AWARDED TO:	RESOLUTION NO.: xx OF 2020
TERM: COMMENCING UPON EXECUTION OF AGREEMENT AND TERMINATING ON SEPTEMBER 30, 2021	✓ JULIE A. BUTLER, PURCHASING AGENT

SPECIFICATION NO.: WC 34-20

ITEM: PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS FORD MAKES AND MODELS

DATE: JULY 28, 2020

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3RD FL.

PROPOSAL

PROPOSAL OF: Nemer Ford
(COMPANY NAME)

TO: Julie Butler, Purchasing Agent
Warren County Human Services Building
1340 State Route 9
Lake George, New York 12845

The undersigned having carefully examined the specifications and having to his/her satisfaction ascertained all the facts concerning these specifications, herewith submits the following bid:

HOURLY RATE: MECHANIC	\$ <u>85.00</u>
MATERIALS/PARTS FURNISHED; PERCENT MARK-UP OVER COST: OR DISCOUNT OFF LIST PRICE:	<u>10</u> % OR _____ %

The vendor hereby certifies that there are no federal or state taxes included in the purchase price and that he/she is the only intermediary between manufacturer and purchaser.

DATE: 7-6-2020 FEDERAL ID# 141645092

NAME OF FIRM: Nemer Ford

BUSINESS ADDRESS: 323 Quaker Rd. Queensbury NY 12804

E-MAIL ADDRESS OF BIDDER: NEMER.FORD@Hotmail.com

SIGNATURE OF BIDDER: [Signature]

NAME AND TITLE OF BIDDER: AARON PRATT - Service Manager

TELEPHONE: 518-798-8834 FAX 518-798-0166

NEW BIDDERS ONLY: Please list three (3) current references, preferably school or government.

COMPANY NAME	CONTACT PERSON	PHONE #
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

The attached Corporate Resolution, Bidder Certification, and Iran Divestment Act form must be completed and signed and made a part of this bid proposal.

Please mark clearly on SEALED envelope - WC 34-20 Dealer Only Repairs for Ford Vehicles

SPECIFICATION NO.: WC 34-20

ITEM: PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS FORD MAKES AND MODELS

DATE: JULY 28, 2020

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3RD FL.

PROPOSAL

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Acron Pratt, being duly sworn, deposes and says that he/she is the Service Manager of the Nemer Ford Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this

6 day of July

2020

Notary Public: Christina M Vadnais

CHRISTINA M VADNAIS
Notary Public, State of New York
No. 01VA6287253
Qualified in Washington County
Commission Expires Feb. 18, 2022

SPECIFICATION NO.: WC 34-20

ITEM: PROPRIETARY DEALER ONLY REPAIRS FOR
VARIOUS FORD MAKES AND MODELS

DATE: JULY 28, 2020

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3RD FL.

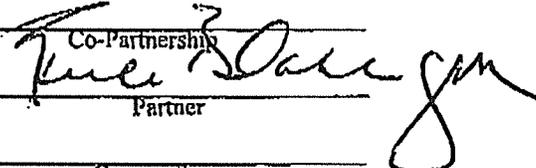
PROPOSAL
CERTIFICATION

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 675 of the Laws of 1966, and further amended by Chapter 56 of the Laws of 2010, effective June 22, 2010.

- (a) 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 to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- (c) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.



Individual Bidder

Co-Partnership
By 
Partner

Corporation

By _____
President

New York State Department of Motor Vehicles
**OFFICIAL BUSINESS
CERTIFICATE**

THIS CERTIFICATE EXPIRES 06/30/21
FACILITY IDENTIFICATION NO. 7022101 DLB

DBA
QUAKER FORD INC.
NEMER FORD
323 QUAKER RD
QUEENSBURY NY 12804

Validation Date and Number: 06/03/19 05998

This person is REGISTERED AS A
BOAT DEALER
pursuant to the provisions of the Vehicle and Traffic Law.



This document does not certify that this business complies with zoning and other local laws.

New York State Department of Motor Vehicles
**OFFICIAL BUSINESS
CERTIFICATE**

THIS CERTIFICATE EXPIRES 06/30/21
FACILITY IDENTIFICATION NO. 7022101

DBA
QUAKER FORD INC.
NEMER FORD
323 QUAKER RD
QUEENSBURY NY 12804

Validation Date and Number: 06/03/19 05997

This person is REGISTERED AS A
NEW MOTOR VEHICLE DEALER
pursuant to the provisions of the Vehicle and Traffic Law.



This document does not certify that this business complies with zoning and other local laws.
POST IN A CONSPICUOUS PLACE

SPECIFICATION NO.: WC 34-20

ITEM: PROPRIETARY DEALER ONLY REPAIRS FOR
VARIOUS FORD MAKES AND MODELS

DATE: JULY 28, 2020

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3RD FL.

PROPOSAL

CORPORATE RESOLUTION

RESOLVED that Nemer Ford
(Name of Corporation)

be authorized to sign and submit the Bid, or Proposal, of this Corporation for the following project:

Dealer Only Repairs For Various Ford Makes and Models.
(Title of Project)

and to include in such Bid Proposal the Certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies of misstatements in such certifies this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____

Nemer Ford Corporation at a meeting of its Board of Directors held on the 16 Day of July, 2020, and is still in force and effective on this 16 Day of July, 2020.



SECRETARY
(Signature)

(SEAL OF CORPORATION)

CONTRACT EXTENSION BETWEEN COUNTY OF WARREN
AND NEMER FORD.

The COUNTY OF WARREN and NEMER FORD hereby agree to extend their previous agreement dated October 9, 2018 for proprietary dealer for repairs of various Ford make and models for the Warren County Sheriff's Office, for an additional term of one (1) year commencing October 1, 2019 and terminating September 30, 2020 at a rate of Eighty-Five Dollars (\$85) per hour, upon the same terms and conditions set forth in the agreement, which terms and conditions are expressly incorporated herein.

Approved as to Form:

Robert W. Sullivan
Warren County Attorney,
Assistant.

~~COUNTY OF WARREN~~
By Ronald F. Conover
RONALD F. CONOVER, CHAIRMAN
Board of Supervisors

Date 9-24-19

NEMER FORD

By [Signature]

Title: Service Manager

Date 9/26/2019

RX Date/Time
08/20/2020

08/20/2020 12:43 Warren Co. Admin

12:48

Warren Co. Admin

(FAX)518 743 2519

P.092
P.092/098



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2019

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C No. Ext): 888-333-4949 FAX (A/C No): 607-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED NEMER TRANSPORTATION CORPORATION, NEMER FORD 24 ELM ST QUEENSBURY, NY 12801-3527		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAID # 13935

COVERAGES CERTIFICATE NUMBER: 9 REVISION NUMBER: 0

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 LYR	TYPE OF INSURANCE	ADDL INBR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	N	N	9325568	03/01/2019	03/01/2020	EACH OCCURRENCE \$9,000,000 AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	AUTO DEALER LIABILITY	Y	N	9325567	03/01/2019	03/01/2020	AUTO LIAB - EA ACCIDENT \$500,000 GENERAL LIABILITY - EACH ACCIDENT \$500,000 - AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GARAGEKEEPERS COVERAGE IS PROVIDED ON A LEGAL LIABILITY BASIS WITH A LIMIT OF \$1,260,000 FOR INSURED LOCATIONS IN NY. WARREN COUNTY, ITS BOARD, OFFICERS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED ON A PRIMARY, NON-CONTRIBUTORY BASIS

CERTIFICATE HOLDER

377-348-8
WARREN COUNTY
C/O WARREN COUNTY ATTORNEY'S OFFICE
1340 STATE ROUTE 9
LAKE GEORGE, NY 12845-3434

CANCELLATION

9 0
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

Michael G Kern

Additional Insured Copy

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:

NEMER TRANSPORTATION
CORPORATION
24 ELM ST
QUEENSBURY NY 12801

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

Relationship of the Additional Insured to the Insured:

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

Additional Insured Name and Address:

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

RECEIVED

JAN 31 2019

Warren
County Attorney's Office



189 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141646082
SAFETY GROUP 430 MANAGEMENT
SERVICES INC
37 ELK STREET PO BOX 7347
ALBANY NY 12224-0347



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER QUAKER FORD INC T/A NEMER FORD 323 QUAKER ROAD QUEENSBURY NY 12804		CERTIFICATE HOLDER WARREN COUNTY 1340 STATE ROUTE 9 LAKE GEORGE NY 12845	
POLICY NUMBER G 747 743-3	CERTIFICATE NUMBER 257080	POLICY PERIOD 12/31/2018 TO 12/31/2019	DATE 9/17/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 747743-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 387096583



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Nemer Ford 323 Quaker Road Queensbury, NY 12804</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured</p> <p>518-636-1141</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>141645092</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Warren County 1340 State Route 9 Lake George, New York 12845</p>	<p>3a. Name of Insurance Carrier</p> <p>Arch Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>11DBL0720900</p> <p>3c. Policy effective period</p> <p>1/1/2019 to 12/31/2019</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

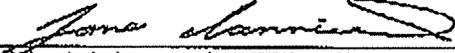
C. Paid family leave benefits only.

5. Policy covers:

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

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

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

Date Signed 9/19/2019 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

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

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

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

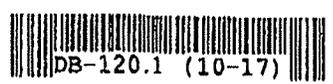
**State of New York
Workers' Compensation Board**

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

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

Telephone Number _____ Name and Title _____

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



Warren County Board of Supervisors

RESOLUTION NO. 378 OF 2019

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

AUTHORIZING CONTINUATION OF AGREEMENT WITH NEMER FORD AS PROPRIETARY DEALER FOR REPAIRS OF VARIOUS FORD MAKES AND MODELS FOR THE WARREN COUNTY SHERIFF'S OFFICE

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute a continuation agreement with Nemer Ford, 323 Quaker Road, Queensbury, New York 12804, for Proprietary Dealer Only Repairs for Various Ford Makes and Models for the Warren County Sheriff's Office, at a rate of Eighty-Five Dollars (\$85) per hour, for a term commencing October 1, 2019 and terminating September 30, 2020, in a form approved by the County Attorney, and be it further

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

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Sheriff

DATE: August 24, 2020

- (a) Title of Requested Position: **Cook - Part Time**
- (b) Annual Base Salary (and Grade of Applicable): **N/A (\$18.8021/hour)**
- (c) Effective Date for New Position:* **Upon Approval of the Board**
*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable):
N/A
- (e) Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:
A.3150 110 Sheriff's Correction Division Salaries - Part Time
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title? **No**
(This is necessary **BEFORE** bringing the request to committees.)
- (g) Is this a mandated position? If so, please explain: **No**
- (h) Is there expected revenue from this position? If so, please explain: **No**

NOTE: **Cook Part-Time is necessary to backfill vacancies, as needed.**

* ***Warren County Civil Service has been consulted regarding this position***

Amended, Warren County Personnel, September 2, 2004

COOK

DISTINGUISHING FEATURES OF THE CLASS: Prepares and cooks a variety of food; responsible for the preparation and serving of meals in a school, health care or correctional facility. Depending on the size and type of institution, the duties of the incumbent will vary with respect to the number and class of employees supervised and involvement in ancillary aspects of cooking; i.e., meal planning. Supervision may be exercised over other employees in food preparation related titles. Does related work as required.

EXAMPLES OF WORK: (Illustrative only)

Prepares, cooks and serves meals for students, staff, residents or inmates using standard kitchen utensils and equipment. Meal preparation includes meat, fish, poultry, soups, vegetables, cereals, desserts, salads, and other food;
Bakes cakes, pies, rolls, and a variety of other pastries;
Cuts, cleans, and dresses meat, fish, and poultry;
Orders food and supplies used in the preparation of meals according to an established menu and inspects food when received to insure proper quantity and quality;
Plans or assists in planning meals and menus insuring that basic nutritional principles are followed;
Supervises the proper storing of food to avoid waste and spoilage;
Supervises the work of assistants in the preparation of food, and the cleaning of tables, kitchen utensils, stoves, and kitchen;
May prepare and maintain a variety of records and reports relative to food service function.

REQUIRED KNOWLEDGES, SKILLS, AND ABILITIES: Good knowledge of the methods of preparing, cooking, and baking food in large quantities; good knowledge of modern cooking utensils, appliances and equipment; good knowledge of cleaning methods and the use of cleaning materials and equipment; ability to plan with a view to economy and efficiency in the use of supplies, equipment and food; ability to follow oral and written directions and recipes; physical strength and stamina; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: Two years of experience in large scale cooking.