

PUBLIC SAFETY COMMITTEE  
SHERIFF AGENDA  
AUGUST 23, 2021

COMMITTEE MEMBERS: Supervisors Diamond, Magowan, Braymer, Frasier and Shepler

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
  1. Request: Enter into an agreement with Bolton Central School District for School Resource Officer services.  
Rationale: Bolton Central School District is requesting a dedicated School Resource Officer from the Warren County Sheriff's Office for the 2021-2022 school year.
  2. Request: Enter into an agreement with Hadley-Luzerne Central School District for School Resource Officer services.  
Rationale: Hadley-Luzerne Central School District is requesting two dedicated School Resource Officers from the Warren County Sheriff's Office for the 2021-2022 school year.
  3. Request: Enter into an agreement with Johnsbury Central School District for School Resource Officer services.  
Rationale: Johnsbury Central School District is requesting a dedicated School Resource Officer from the Warren County Sheriff's Office for the 2021-2022 school year.
  4. Request: Enter into an agreement with Lake George Central School District for School Resource Officer services.  
Rationale: Lake George Central School District is requesting two dedicated School Resource Officers from the Warren County Sheriff's Office for the 2021-2022 school year.
  5. Request: Enter into an agreement with North Warren Central School District for School Resource Officer services.  
Rationale: North Warren Central School District is requesting two dedicated School Resource Officers from the Warren County Sheriffs Office for the 2021-2022 school year.
  6. Request: Enter into an agreement with Queensbury Union Free School District for School Resource Officer services.  
Rationale: Queensbury Union Free School District is requesting a dedicated School Resource Officer from the Warren County Sheriff's Office for the 2021-2022 school year.
  7. Request: Enter into an agreement with PrimeCare Medical of New York, Inc. for inmate medical care, treatment, and services.  
Rationale: Inmates confined to the Warren County Correctional Facility require full-time medical, behavioral health, dental, and ancillary health services.

8. Request: Ratifying our actions in regard to submission of the application of a New York State Governor's Traffic Safety Committee grant and approval to accept grant funding and amend the County budget accordingly.

Rationale: Warren County Sheriff's Office applied for and received a \$1,250 award to participate in the statewide Child Passenger Safety Program with the goal to increase the proper use and installation of child safety seats.

9. Request: To update members of the Warren County Traffic Safety Board.

Rationale: BOX approval is necessary to remove an existing member and appoint a new member to the Warren County Traffic Safety Board.

10. Request: Renew prior approval to fill the part-time STOP-DWI Program Coordinator position at an hourly rate of \$20.3716 to oversee and administer the Warren County STOP-DWI Program.

Rationale: The part-time Coordinator position is necessary administer the Warren County STOP-DWI Program.

11. Request: Renew prior approval to fill Patrol Sergeant #11 position.

Rationale: Patrol Sergeant #11 will be vacated upon the retirement of a member.

12. Request: Extend the agreement with Nemer Chrysler, Jeep, Dodge, Ram of Queensbury to perform proprietary dealer only repairs.

Rationale: Necessary repairs for Sheriff's Office vehicles.

IV. Discussion Items:

V. Referrals/Pending Items:

VI. Privilege of the floor and public comment (please allow for 15 second delay on live stream meetings)

VII. Motion to adjourn

- Attachments:
1. Resolution Request Form No. 3 - Request for New Contract (Bolton Central School)
  2. Resolution Request Form No. 3 - Request for New Contract (Hadley-Luzerne School)
  3. Resolution Request Form No. 3 - Request for New Contract (Johnsburg Central School)
  4. Resolution Request Form No. 3 - Request for New Contract (Lake George School)
  5. Resolution Request Form No. 3 - Request for New Contract (North Warren School)
  6. Resolution Request Form No. 3 - Request for New Contract (Queensbury School)
  7. Resolution Request Form No. 3 - Request for New Contract (PrimeCare Medical of NY)
  8. Resolution Request Form No. 7 - Request to Amend County Budget (NYS GTSC Grant)
  9. Resolution Request Form No. 5 - Request for a Grant Agreement (NYS GTSC Grant)
  10. Resolution Request Form No. 20 - Miscellaneous (Traffic Safety Board)
  11. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (STOP-DWI Program)
  12. Resolution Request Form No. 12 - Notice of Intent to Fill Vacant Position (Patrol Sergeant)

13. Resolution Request Form No. 4 – Request for Extending Existing Contract (NEMEW CJDR)

## *RESOLUTION REQUEST FORM NO. 3*

### *Request for New Contract*

**DEPARTMENT NAME:** Sheriff

**DATE:** August 23, 2021

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Provide law enforcement services by assigning one (1) School Resource Officer to the 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 (2021-2022 School Year)
- (h) **Termination Date of Contract:** 06/30/2022
- (i) **Payment Provisions:**
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$33,500
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
- (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

\* 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 2020-2021 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) 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. 330 of 2020. 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 2020-2021 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 Thirty-Three Thousand Five Hundred Dollars (\$33,500) during the school calendar year 2020-2021 for the services provided under the terms of this agreement. This amount is owed even if the school district is closed for any reason, regardless of the length of time of such closure.

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 October 16, 2020.

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 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](http://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 2020-2021, commencing upon execution by both parties and continuing under the same terms and conditions until the end of the 2020-2021 school year, 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. 330 of 2020, adopted by the Warren County Board of Supervisors on September 18, 2020.

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:

Mary Ellen Kei  
Warren County Attorney

COUNTY OF WARREN

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

Date 9/18/20

BOLTON CENTRAL SCHOOL DISTRICT

By: Michael Graney  
MICHAEL GRANEY  
Superintendent

Date 9/21/20

# Warren County Board of Supervisors

## RESOLUTION NO. 330 OF 2020

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

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 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 to be assigned to the Bolton Central School, for a term commencing upon execution of the agreement by both parties and terminating upon completion of the 2020-2021 school year, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors to enter into an agreement with the Bolton Central School District, 26 Horicon Avenue, Bolton Landing, New York 12814 to provide law enforcement services 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 terminating upon completion of the 2020-2021 school year, in a form approved by the County Attorney.

## RESOLUTION REQUEST FORM NO. 3

### Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 23, 2021

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: Provide law enforcement services by assigning *two* (2) School Resource Officers to the 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 (2021-2022 School Year)
- (h) Termination Date of Contract: 06/30/2022
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$87,000  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
- (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 District  
Public Safety - Other Govt

\* as listed in budget and LOGOS

AGREEMENT FOR LAW ENFORCEMENT SERVICES  
WITHIN THE HADLEY-LUZERNE 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

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 2020-2021 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 in the amount of 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 officers/school security officers 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 Agreement; proof of required insurance; and Resolution No. 328 of 2020. 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 Hadley-Luzerne 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 Hadley-Luzerne School District.

C. 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) uninformed School Resource/Security Officer to the Stuart M. Townsend Elementary School for the entire 2020-2021 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 Eighty-Seven Thousand Dollars (\$87,000) during the

school calendar year 2020-2021 for the services provided under the terms of this agreement. This amount is owed even if the school district is closed for any reason, regardless of the length of time of such closure.

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 October 16, 2020.

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 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](http://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 2020-2021, commencing upon execution by both parties and continuing under the same terms and conditions until the end of the 2020-2021 school year 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. 328 of 2020, adopted by the Warren County Board of Supervisors on September 18, 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:

Mary Elmer Keir  
Warren County Attorney

COUNTY OF WARREN

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

Date 9/18/20

HADLEY-LUZERNE SCHOOL DISTRICT

By: Beecher Baker  
BEECHER BAKER  
Superintendent

Date 9/21/20

# Warren County Board of Supervisors

## RESOLUTION NO. 328 OF 2020

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

### AUTHORIZING AN AGREEMENT WITH THE HADLEY-LUZERNE CENTRAL SCHOOL DISTRICT FOR THE WARREN COUNTY SHERIFF'S OFFICE TO PROVIDE LAW ENFORCEMENT SERVICES WITHIN THE HADLEY-LUZERNE CENTRAL SCHOOL DISTRICT

WHEREAS, the Hadley-Luzerne Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by assigning one School Resource Officer at the Stuart M. Townsend Elementary School and another at the Hadley-Luzerne Junior/Senior 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 Eighty-Seven Thousand Dollars (\$87,000) per school year for such School Resource Officers to be assigned to each of the two schools in the Hadley-Luzerne Central School District, for a term commencing upon execution of the agreement by both parties and terminating upon completion of the 2020-2021 school year, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors to enter into an agreement with the Hadley-Luzerne Central School District, 273 Lake Avenue, Lake Luzerne, New York 12846 to provide law enforcement services 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 Eighty-Seven Thousand Dollars (\$87,000) per school year with the School providing liability insurance and indemnification of Warren County, commencing upon execution by both parties and terminating upon completion of the 2020-2021 school year, in a form approved by the County Attorney.

## RESOLUTION REQUEST FORM NO. 3

### Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 23, 2021

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: Provide law enforcement services by assigning one (1) School Resource Officer to the Johnsburg Central School District
- (c) Name of Contractor: Johnsburg 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 (2021-2022 School Year)
- (h) Termination Date of Contract: 06/30/2022
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$33,500  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
- (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 - Johnsburg School District  
Public Safety - Other Govt

\* as listed in budget and LOGOS

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff

**DATE:** August 23, 2021

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Provide law enforcement services by assigning two (2) School Resource Officers to the 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 (2021-2022 School Year)
- (h) **Termination Date of Contract:** 06/30/2022
- (i) **Payment Provisions:**
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$67,000
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
- (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 District  
Public Safety - Other Govt

\* as listed in budget and LOGOS

AGREEMENT FOR LAW ENFORCEMENT SERVICES  
WITHIN THE LAKE GEORGE 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 LAKE GEORGE CENTRAL 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 2020-2021 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 in the amount of Sixty-Seven Thousand Dollars (\$67,000) per school year (September 1 to June 30) 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. 327 of 2020. 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. Neither the County nor the Sheriff's Department shall be responsible for discipline of students.

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 2020-2021 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 by the District.

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 Sixty-Seven Thousand Dollars (\$67,000) during the school calendar year 2020-2021 for the services provided under the terms of this agreement. This amount is owed even if the school district is closed for any reason, regardless of the length of time of such closure, but is subject to reimbursement of fees paid by the District to the County for any days services are not provided.

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 October 30, 2020.

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 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.

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.

3. 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.

4. 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 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. Sexual Harassment: Any type of Sexual Harassment is against Lake George School District and Warren County policy and is unlawful. The District and the County acknowledge and agree it has read the entirety of the Lake George School District Sexual Harassment Policy, a copy of which can be found online at [www.lkgeorge.org](http://www.lkgeorge.org) and Warren County Sexual Harassment Policy, a copy of which can be found online at [www.warrencounty.gov/hr/forms.php](http://www.warrencounty.gov/hr/forms.php) under Discrimination and Harassment. These agreements incorporate the entire policies as a material term of this agreement. The District and the County shall follow the policies in their entirety. If a complaint does arise, the party receiving the complaint shall notify the other party promptly. To the fullest extent permitted by law, the District and the County shall indemnify, hold harmless and defend the other party, their 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 defend, resulting from County/ 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 2020-2021, commencing upon execution by both parties and continuing under the same terms and conditions until the end

of the 2020-2021 school year 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. 327 of 2020, adopted by the Warren County Board of Supervisors on September 18, 2020.

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:

COUNTY OF WARREN

Mary Ellen Keir

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

Date: 10/29/20

LAKE GEORGE CENTRAL  
SCHOOL DISTRICT

By: Lynn Rutnik  
Lynn Rutnik  
Superintendent of Schools

Date: 10/30/20

# Warren County Board of Supervisors

## RESOLUTION NO. 327 OF 2020

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

### 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 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 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 terminating upon completion of the 2020-2021 school year, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors 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 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 terminating upon completion of the 2020-2021 school year, in a form approved by the County Attorney.

## RESOLUTION REQUEST FORM NO. 3

### Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 23, 2021

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: Provide law enforcement services by assigning two (2) part-time School Resource Officers to the 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 (2021-2022 School Year)
- (h) Termination Date of Contract: 06/30/2022
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$33,500  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
- (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

\* 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 one (1) School Resource Officers/School Security Officers 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 2020-2021 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 in the amount of Thirty Thousand Dollars (\$30,000) 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 two (2) school resource officers/school security officers 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. DOCUMENTS:

The contract documents consist of the following: this Agreement; proof of required insurance; and Resolution No. 329 of 2020. 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 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 Officers/School Security Officers services for the North Warren Central School District.

C. Quantity of Services

The County will assign one (1) uniformed School Resource/Security Officer to the North Warren Central School for the entire 2020-2021 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 Resources/Security Officers is capped at 1512 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 Officers/School Security Officers.

IV. CONSIDERATION:

A. Payment

The District shall pay to the County Thirty Thousand Dollars (\$30,000) during the school calendar year 2020-2021 for the services provided under the terms of this agreement, plus the cost of any necessary equipment to perform the services under this contract. This amount is owed even if the school district is closed for any reason, regardless of the length of time of such closure.

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 October 16, 2020.

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 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](http://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 2020-2021, commencing upon execution by both parties and continuing under the same terms and conditions until the end of the 2020-2021 school year 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. 329 of 2020, adopted by the Warren County Board of Supervisors on September 18, 2020.

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:

Mary Anne Kin  
Warren County Attorney

COUNTY OF WARREN

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

Date 9/18/20

NORTH WARREN CENTRAL SCHOOL DISTRICT

By: Michele Gill French  
MICHELE GILL FRENCH  
Superintendent

Date 9-21-20

# Warren County Board of Supervisors

## RESOLUTION NO. 329 OF 2020

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

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 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 to be assigned to the North Warren Central School, for a term commencing upon execution of the agreement by both parties and terminating upon completion of the 2020-2021 school year, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors 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 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 terminating upon completion of the 2020-2021 school year, in a form approved by the County Attorney.

## RESOLUTION REQUEST FORM NO. 3

### Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 23, 2021

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: Provide law enforcement services by assigning one (1) School Resource Officer to the 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 (2021-2022 School Year)
- (h) Termination Date of Contract: 06/30/2022
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$87,000  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
- (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

\* 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 2020-2021 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 in the amount of 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 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. 326 of 2020. 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 2020-2021 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 Eighty-Seven Thousand Five Hundred Dollars (\$87,000) during the school calendar year 2020-2021 for the services provided under the terms of this agreement. This amount is owed even if the school district is closed for any reason, regardless of the length of time of such closure.

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 October 16, 2020.

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 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](http://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 2020-2021, commencing upon execution by both parties and continuing under the same terms and conditions until the end of the 2020-2021 school year 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. 326 of 2020, adopted by the Warren County Board of Supervisors on September 18, 2020.

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:

Mary Ellen Celi  
Warren County Attorney

COUNTY OF WARREN

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

Date 9/18/20

QUEENSBURY UNION FREE SCHOOL DISTRICT

By: Kyle Gannon  
KYLE GANNON  
Superintendent

Date 10/15/2020

# Warren County Board of Supervisors

## RESOLUTION NO. 326 OF 2020

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

### 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 to be shared amongst 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 Eighty-Seven Thousand Dollars (\$87,000) per school year for two School Resource Officers 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 terminating upon completion of the 2020-2021 school year, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board of Supervisors 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 to be shared amongst 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 Eighty-Seven Thousand Dollars (\$87,000) per school year with the School providing liability insurance and indemnification of Warren County, commencing upon execution by both parties and terminating upon completion of the 2020-2021 school year, in a form approved by the County Attorney.

# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: August 23, 2021

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: Provide medical, behavioral health, dental, and ancillary health services to inmates confined in the Warren County Correctional Facility
- (c) Name of Contractor: PrimeCare Medical of New York, Inc.
- (d) Address of Contractor: 3940 Locust Lane, Harrisburg, PA 17109
- (e) Contractor's Contact Person and Telephone Number: Brent Bavington  
President  
(717) 545-5787 (x1121)
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: 01/01/2022
- (h) Termination Date of Contract: 12/31/2024
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$5,070,161.83  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Monthly
- |             |                                       |
|-------------|---------------------------------------|
| 2022 Annual | \$1,640,351.30 (\$136,695.94 monthly) |
| 2023 Annual | \$1,689,561.84 (\$140,796.82 monthly) |
| 2024 Annual | \$1,740,248.69 (\$145,020.72 monthly) |
- (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.3150 470 General Sheriff's Correction Division - Contract \$5,070,161.83

\* as listed in budget and LOGOS

**Health Care Services  
Summary of Expenses**

		Year 1	Year 2*	Year 3*
Start Date		1/1/2022	1/1/2023	1/1/2024
End Date		12/31/2022	12/31/2023	12/31/2024
Total Maximum Base Compensation	<i>annual</i>	\$1,640,351.30	\$1,689,561.84	\$1,740,248.69
	<i>monthly</i>	\$136,695.94	\$140,796.82	\$145,020.72
Maximum Base Compensation of Professional Care Medical Practice, P.C.	<i>annual</i>	\$110,160.00	\$113,464.80	\$116,868.74
	<i>monthly</i>	\$9,180.00	\$9,455.40	\$9,739.06
Maximum Base Compensation of PersonalCare Registered Professional Nursing, P.C.	<i>annual</i>	\$1,246,630.11	\$1,284,029.01	\$1,322,549.89
	<i>monthly</i>	\$103,885.84	\$107,002.42	\$110,212.49
Maximum Base Compensation of Professional Care Dental Services, P.C.	<i>annual</i>	\$43,740.00	\$45,052.20	\$46,403.77
	<i>monthly</i>	\$3,645.00	\$3,754.35	\$3,866.98
Maximum Base Compensation of PrimeCare Medical of New York, Inc.	<i>annual</i>	\$239,821.19	\$247,015.82	\$254,426.30
	<i>monthly</i>	\$19,985.10	\$20,584.65	\$21,202.19
ADP Over 100 / month		\$1.31	\$1.31	\$1.31
<b><u>Catastrophic Limitations</u></b>				
Off-site Services & Pharmaceuticals		\$200,000.00	\$206,000.00	\$212,180.00

<b>Warren County Correctional Facility</b>									
<b>Position</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Hrs/Wk</b>	<b>FTE</b>
<b>Day Shift</b>									
Health Services Administrator (RN)	8	8	8	8	8			40	1.00
Medical Director/Physician	Up to 6 Hours per Week							6	0.15
PA / CRNP	Up to 6 Hours per Week							6	0.15
Registered Nurse (RN)	8	8	8	8	8	8	8	56	1.40
Licensed Practical Nurse (LPN)	16	16	16	16	16	16	16	112	2.80
Psychiatric Nurse Practitioner	Up to 4 Hours per Week							4	0.10
Licensed Master Social Worker (LMSW)	8	8	8	8	8	8		48	1.20
Dentist	Up to 12 Hours Every Other Week							6	0.15
<b>Evening Shift</b>									
Registered Nurse (RN)	8	8	8	8	8	8	8	56	1.4
Licensed Practical Nurse (LPN)	16	16	16	16	16	16	16	112	2.8
<b>Night Shift</b>									
Registered Nurse (RN)	8	8	8	8	8	8	8	56	1.4
<b>Total Hours Per Week</b>								<b>502</b>	<b>12.55</b>

- Contractors forecasted price for contract year three (3) is \$41,394.18 less than the current vendor's 2019 pricing (\$1,755,924.96).

<b>Health Care Services Summary of Expenses</b>				
		Year 1	Year 2*	Year 3*
Start Date		1/1/2020	1/1/2021	1/1/2022
End Date		12/31/2020	12/31/2021	12/31/2022
Total Maximum Base Compensation	<i>annual</i>	\$1,616,109.70	\$1,664,592.99	\$1,714,530.78
	<i>monthly</i>	\$134,675.81	\$138,716.08	\$142,877.56
Maximum Base Compensation of Professional Care Medical Practice, P.C.	<i>annual</i>	\$110,160.00	\$113,464.80	\$116,868.74
	<i>monthly</i>	\$9,180.00	\$9,455.40	\$9,739.06
Maximum Base Compensation of Personal Care Registered Professional Nursing, P.C.	<i>annual</i>	\$1,315,290.63	\$1,354,749.35	\$1,395,391.83
	<i>monthly</i>	\$109,607.55	\$112,895.78	\$116,282.65
Maximum Base Compensation of Professional Care Dental Services, P.C.	<i>annual</i>	\$43,740.00	\$45,052.20	\$46,403.77
	<i>monthly</i>	\$3,645.00	\$3,754.35	\$3,866.98
Maximum Base Compensation of PrimeCare Medical of New York, Inc.	<i>annual</i>	\$146,919.06	\$151,326.64	\$155,866.43
	<i>monthly</i>	\$12,243.26	\$12,610.55	\$12,988.87
ADP Over 100 / month		\$1.31	\$1.31	\$1.31
<b><u>Catastrophic Limitations</u></b>				
Off-site Services & Pharmaceuticals		\$290,000.00	\$290,000.00	\$290,000.00

\* Years 2 and 3 are optional years that may be exercised at the discretion of the County with written agreement between the parties

Additionally, we will offer to prepare a full technical proposal that would further detail our comprehensive health care services work plan to assist with the evaluation process, if desired. If a technical proposal is not needed to complete your assessment of this pricing

August 29, 2019

The Choice for Quality Correctional Health Care

Bud York, Sheriff  
 Warren County Correctional Facility  
 1400 U.S.9  
 Lake George, New York 12845

**RE: Warren County Correctional Facility Staffing Matrix Changes**

Dear Sheriff York,

As requested the medical department staffing pattern is updated consistent with your discussion with Brent W. Bavington, MBA, CCHP, President of PrimeCare Medical of New York, Inc. With the addition of the Registered Nurse (RN) hours with the corresponding reduction of Licensed Practical Nursing (LPN) hours the price difference in staffing is negligible. Please replace the below staffing pattern on page 102 of the Warren County Correctional Facility Technical Proposal dated August 19, 2019. All other terms and conditions of the underlying technical and pricing proposal remain in effect.

Warren County Correctional Facility									
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
<b>Day Shift</b>									
Health Services Administrator (RN)	8	8	8	8	8			40	1.00
Medical Director/Physician	Up to 6 Hours per Week							6	0.15
PA / CRNP	Up to 6 Hours per Week							6	0.15
Registered Nurse (RN)	12	12	12	12	12	12	12	84	2.10
Licensed Practical Nurse (LPN)	8	8	8	8	8	8	8	56	1.40
Psychiatric Nurse Practitioner	Up to 4 Hours per Week							4	0.10
Licensed Master Social Worker (LMSW)	8	8	8	8	8	8	8	56	1.40
Dentist	Up to 12 Hours Every Other Week							6	0.15
<b>Evening Shift</b>									
Registered Nurse (RN)	8	8	8	8	8	8	8	56	1.4
Licensed Practical Nurse (LPN)	8	8	8	8	8	8	8	56	1.4
<b>Night Shift</b>									
Registered Nurse (RN)	8	8	8	8	8	8	8	56	1.4
<b>Total Hours Per Week</b>								<b>426</b>	<b>10.65</b>

Providing Contract Management Services to Professional Corporations:

Professional Care Medical Practice P.C.  
 Professional Care Dental Services P.C.  
 Personalcare Registered Professional Nursing P.C.

Bud York, Sheriff  
August 29, 2019  
Page 2

PrimeCare Medical of New York, Inc. is looking forward to the opportunity to provide the health care services at the Warren County Correctional Facility and developing a positive business partnership with Warren County. Following your review of the above, should you have any additional questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'FJK Sr.' followed by a horizontal line and the number '1414'.

Francis J. Komykoski Sr., MBA, CCHP  
Vice President of Administration

Cc: Thomas J. Weber, Esquire, Chief Executive Officer  
Todd W. Haskins, RN, BSN, CCHP, Chief Operating Officer  
Brent W. Bavington, MBA, CCHP, President



## Governor's Traffic Safety Committee

6 EMPIRE STATE PLAZA • ALBANY, NY 12228 • SafeNY.ny.gov

CHUCK DEWEESE  
Assistant Commissioner

Ph: (518) 474-5111  
Ph: (518) 474-5777  
Fx: (518) 473-6946

July 16, 2021

James LaFarr  
Sheriff  
Warren County Sheriff's Office  
1400 State Route 9  
Lake George, NY 12845-3435

Re: CPS-2022-Warren Co SO -00168-(057)  
Child Passenger Safety Program  
SA00002102  
CFDA #: 20.616  
EFFECTIVE DATE: October 1, 2021

Dear Sheriff James LaFarr:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Warren County Sheriff's Office has been awarded \$1,250 to participate in the statewide "Child Passenger Safety" program. Our goal is to increase the proper use and installation of child safety seats in New York State.

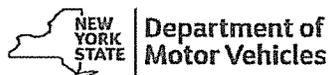
Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>. **All applicants must be registered in the System for Award Management (SAM) and remain in an active status.**

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese  
Assistant Commissioner

CRD:bp  
cc: Monica Girard  
Peter DiFiore



**LaFarr, Jim**

---

**From:** dmv.sm.GTSCGranteeDocs <dmv.sm.GTSCGranteeDocs@dmv.ny.gov>  
**Sent:** Friday, July 16, 2021 1:19 PM  
**To:** LaFarr, Jim  
**Cc:** Girard, Monica; DiFiore, Peter A  
**Subject:** 2022 GTSC Grant Award  
**Attachments:** CPS-2022-Warren Co SO -00168-(057).pdf

Dear Grantee,

Attached is your 2022 Grant Award letter.

If you should have any questions or concerns, please contact your GTSC Program Representative listed at:  
<https://trafficsafety.ny.gov/about#staff>

Sincerely,

Governor's Traffic Safety Committee

# RESOLUTION REQUEST FORM NO. 7

## *Request to Amend County Budget\**

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

DEPARTMENT NAME: Sheriff

DATE: August 23, 2021

(a) **Purpose of Amendment:** Amend County Budget to reflect revenues from a New York State Governor's Traffic Safety Committee Child Passenger Safety Program grant.

(b) **Appropriation Code, Object Code, Full Title and Amount:**

A.3110 455	Sheriff's Law Enforcement	\$1,250
	Safety Equipment	

(c) **Revenue Code (with title), and amount:**

A.3110 3384	Sheriff's Law Enforcement	\$1,250
	Other Sheriff's State Aid	

## *RESOLUTION REQUEST FORM NO. 5*

### *Request to Apply for a Grant Application and Grant Agreement*

**DEPARTMENT NAME:** Sheriff

**DATE:** August 23, 2021

- (a) **Purpose of Grant:** Child Passenger Safety Program (child safety seats)
- (b) **Name of Grantor:** NYS Governor's Traffic Safety Committee
- (c) **Address of Grantor:** 6 Empire State Plaza, Albany NY 12228
- (d) **Grantor's Contact Person and Telephone Number:** Charles R. DeWeese,  
Assistant Commissioner  
(518) 474-5111
- (e) **Has or Will the Grant Application or Grant Agreement been provided, if so, please attach:** Yes
- (f) **Effective Date of Grant:** October 1, 2021
- (g) **Termination Date of Grant:** September 30, 2022
- (h) **Total Dollar Amount Involved (Not to Exceed):** \$1,250
- (i) **Deadline to Submit Grant Application and/or Grant Agreement:** N/A
- (j) **Is a Budget Amendment Required?:** Yes  
If yes, also complete and submit Form No. 7.
- (k) **Are the funds to go into a Capital Project or Capital Reserve Project?:** No  
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) **Is a Local Share Required?:** No  
If Yes, Where are the Funds? List Budget Code, Object Code, Full Title\* and Amount OR Capital Project OR Capital Project Number and Title Amount:

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. 20*

### *Miscellaneous*

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: Sheriff

DATE: August 23, 2021

(a) **Purpose of Request:** Update members of the Warren County Traffic Safety Board.

(b) **Details:** Remove Chairwoman **Rachel Seeber** from the Warren County Traffic Safety Board and appoint a new member as follows:

Term commencing January 1, 2021 through December 31, 2022

**Don Lehman**, County Administrator's Office, Director of Public Affairs

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

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

N/A

\* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No: 30.00
Title of Position: STOP DWI Coordinator - Part Time Base Salary of Position: \$20.3716/hr Grade:
Filling at Step # (If Known):
Budget code and title: A.3315 130 Stop DWI Program Salaries - Part Time Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: New Position (Stop DWI) Date of Vacancy: N/A
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal % State % Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (hiring would be provisional) Non-Competitive Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed.

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.
The Administrator objects to the filling of the vacancy.

Administrator Signature Date 8/17/21

BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.
The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 8/17/21

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Risk Safety
The committee has no objection to the filling of the vacancy.
The committee objects to the filling of the vacancy.
In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature Date 8/23/21

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No: 30.00
Title of Position: STOP DWI Coordinator - Part Time Base Salary of Position: \$20.3716/hr Grade:
Filling at Step # (If Known):
Budget code and title: A.3315 130 Stop DWI Program Salaries - Part Time Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: New Position (Stop DWI) Date of Vacancy: N/A
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal State Other

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (hiring would be provisional) Non-Competitive Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed.

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.
The Administrator objects to the filling of the vacancy.
Administrator Signature Date 10/23/20

BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.
The Budget Officer objects to the filling of the vacancy.
Budget Officer Signature Date 10/25/20

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Public Safety
The committee has no objection to the filling of the vacancy.
The committee objects to the filling of the vacancy.
In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
In the case of an emergency, Committee Chair objects to the filling of the vacancy.
Ranking Committee Member Signature Date 10-06-20

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No: 30.00
Title of Position: Patrol Sergeant #11 Base Salary of Position: \$78,519 Grade:
Filling at Step # (If Known):
Budget code and title: A.3110 110 Sheriff's Law Enforcement Salaries - Regular Union [x] Non-Union [ ]
This position is vacated due to: [x] Retirement [ ] Resignation [ ] Termination [ ] Promotion [ ] Other [ ]
Employee No./Last Name: 9124/Riley Date of Vacancy: Upon Retirement (?)
Is this position mandated? [ ] Yes [x] No Is the position reimbursable? [ ] Yes [x] No
Source of reimbursement: [ ] Federal [ ] State [ ] Other

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[ ] Competitive-active eligible list [x] Competitive-no list (hiring would be provisional) [ ] Non-Competitive [ ] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed. [Signature] 8/11/21

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[x] The Administrator has no objection to the filling of the vacancy.
[ ] The Administrator objects to the filling of the vacancy.
Administrator Signature [Signature] Date 8/17/21

BUDGET OFFICER COMPLETES THIS SECTION

[x] The Budget Officer has no objection to the filling of the vacancy.
[ ] The Budget Officer objects to the filling of the vacancy.
Budget Officer Signature Frank E Thomas Date 8/12/21

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Public Safety
[ ] The committee has no objection to the filling of the vacancy.
[ ] The committee objects to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.
Ranking Committee Member Signature [Signature] Date 8/23/21

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No: 30.00
Title of Position: Patrol Sergeant #11 Base Salary of Position: \$78,519 Grade:
Filling at Step # (If Known):
Budget code and title: A.3110 110 Sheriff's Law Enforcement Salaries - Regular Union [X] Non-Union [ ]
This position is vacated due to: [X] Retirement [ ] Resignation [ ] Termination [ ] Promotion [ ] Other
Employee No./Last Name: 9124/Riley Date of Vacancy: Upon Retirement
Is this position mandated? [ ] Yes [X] No Is the position reimbursable? [ ] Yes [X] No
Source of reimbursement: [ ] Federal % [ ] State % [ ] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[X] Competitive-active eligible list [ ] Competitive-no list (hiring would be provisional) [ ] Non-Competitive [ ] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed.

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[X] The Administrator has no objection to the filling of the vacancy.
[ ] The Administrator objects to the filling of the vacancy.
Administrator Signature Date 3/22/21

BUDGET OFFICER COMPLETES THIS SECTION

[X] The Budget Officer has no objection to the filling of the vacancy.
[ ] The Budget Officer objects to the filling of the vacancy.
Budget Officer Signature Date 3/22/21

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee: Public Safety
[X] The committee has no objection to the filling of the vacancy.
[ ] The committee objects to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.
Ranking Committee Member Signature Date 3/27/21

## *RESOLUTION REQUEST FORM NO. 4*

### *Request for Extending, Rescinding or Amending Existing Contract*

DEPARTMENT NAME: Sheriff

DATE: August 23, 2021

- (a) Purpose of Contract Change: Request to extend the agreement with Nemer Chrysler, Jeep, Dodge, Ram of Queensbury to perform proprietary dealer only repairs for various Dodge and Chrysler Sheriff's Office vehicles.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 278 of 2020
- (c) Name of Contractor: Nemer Chrysler, Jeep, Dodge, Ram of Queensbury
- (d) Address of Contractor: 728 Quaker Road, Queensbury, NY 12804
- (e) Contractor's Contact Person and Telephone Number: Ronald Pliscofsky  
(518) 932-0616
- (f) Commencement Date of Extension: October 1, 2021
- (g) Termination Date of Extension: September 30, 2022
- (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.)

Preventative Maintenance Fees:	Annual Repairs (NOT TO EXCEED)
<u>2020</u> - \$3,290	<u>2020</u> - \$5,000
<u>2021</u> - \$3,323	<u>2021</u> - \$5,000
<u>2022</u> - \$3,356	<u>2022</u> - \$5,000

- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:

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

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

\* as listed in budget and LOGOS

SPECIFICATION NO.: WC 38-21

ITEM: PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS DODGE, CHRYSLER AND JEEP MAKES AND MODELS

DATE: JULY 15, 2021

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

PROPOSAL OF

Nemer CJDR of Queensbury  
(COMPANY NAME)

TO: Julie A. 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>109.95</u>
MATERIALS/PARTS FURNISHED; PERCENT MARK-UP OVER COST: <u>or</u>	<u>30</u> %
DISCOUNT OFF LIST PRICE:	<u>OR</u> %

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: 7-15-2021 FEDERAL ID#: \_\_\_\_\_

NAME OF COMPANY: Nemer CJDR of Queensbury

BUSINESS ADDRESS: 728 Quaker Road Queensbury N.Y. 12804

E-MAIL ADDRESS OF BIDDER: ron@nemercjdr.com

SIGNATURE OF BIDDER: R. Pliscotsky

NAME AND TITLE OF BIDDER: Ron Pliscotsky Service & Parts Director

TELEPHONE: 518-793-2571 FAX \_\_\_\_\_

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, Non-Collusion 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 38-21 Dealer Only Repairs for Dodge, Chrysler & Jeep Vehicles."

SPECIFICATION NO.: WC 38-21

ITEM: PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS DODGE, CHRYSLER AND JEEP MAKES AND MODELS

DATE: JULY 15, 2021

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> 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.

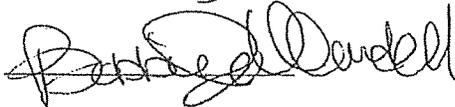
I, Ronald W Pliscorsky Jr., being duly sworn, deposes and says that he/she is the Service and Parts Director of the Nemer of CJDR of Queensbury Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

  
SIGNED

SWORN to before me this

15<sup>th</sup> day of July

2021

Notary Public: 

Bobbie Jo Wendell  
Notary Public, State of New York  
No. 01WE6361927  
Qualified in Warren County  
My Commission Expires July 17, 2021

SPECIFICATION NO.: WC 38-21

ITEM: PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS DODGE, CHRYSLER AND JEEP MAKES AND MODELS

DATE: JULY 15, 2021

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

CORPORATE RESOLUTION

RESOLVED that Nemas CIDR of Queensbury  
(Name of Corporation)

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

WC 38-21  
(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 \_\_\_\_\_

Nemas Corporation at a meeting of its Board of Directors held on the 15 Day of July, 2021, and is still in force and effective on this 15 Day of July, 2021.

R. Piscioppo  
SECRETARY  
(Signature)

(SEAL OF CORPORATION)

SPECIFICATION NO.: WC 38-21

ITEM: PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS DODGE, CHRYSLER AND JEEP MAKES AND MODELS

DATE: JULY 15, 2021

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> 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.

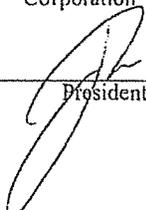
- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - (1) The prices in this bid have been 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.
- © 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

WARREN COUNTY BID TABULATION SHEET

<p><b>BID NO:</b> WC 38-21</p> <p><b>ITEM(S):</b> PROPRIETARY DEALER ONLY REPAIRS FOR VARIOUS DODGE, CHRYSLER AND JEEP MAKES AND MODELS</p> <p><b>DATE:</b> JULY 15, 2021</p> <p><b>TIME:</b> 3:00 PM.</p>	<p align="center"><b>NAME &amp; ADDRESS OF BIDDER</b></p> <p>Nemer Chrysler Jeep Dodge Ram, LLC Attn: Ron Pliscofsky 728 Quaker Rd Queensbury, NY Ph: 518-793-2571 Fx: 518-793-1245</p>
<p align="center"><b>DESCRIPTION OF ITEM</b></p>	<p align="center"><b>BID PRICE</b></p>
<p>Hourly Rate: Mechanic</p>	<p>\$109.95</p>
<p>Materials/Parts Furnished: Percent Mark-Up Over Cost</p>	<p>30%</p>
<p><b>BID AWARDED TO:</b></p>	<p><b>RESOLUTION NO.:</b> xx of 2021</p>
<p>√ <b>JULIE A. BUTLER, PURCHASING AGENT</b></p>	<p><b>TERM:</b> Commencing upon execution of Agreement and terminating September 30, 2022</p>