

Public Safety Committee  
Warren County Office of Emergency Services  
AGENDA  
August 23, 2021

Committee Members: DIAMOND, Magowan, Braymer, Frasier and Shepler

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda/New Business
  1. **Request:** Resolution request for a new contract with Grounded on Glen Street to provide once monthly offerings of Stress Management for First Responders. *Attachment #1*  
**Rationale:** Classes would be capped at ten (10) students and are open to first responders who work in Warren County. The County would be billed at a rate of \$150.00 per month. Funding is available in the existing 2021 EMS budget. The contract would commence upon execution and terminate on December 31, 2021 with the possibility of two (2) annual extensions. *“Stress Management for First Responders: We will begin with breathwork and meditation to calm the nervous system from a stressed state to a more relaxed state. Then Kambal Yoga® or blanket yoga is to bring clients to a deeper state of relaxation and reduce anxiety. This entirely new style of Restorative Yoga utilizes weighted blankets, guided meditation, yoga nidra as well as light touch therapy. The use of weighted blankets has been shown to increase serotonin and dopamine, in turn creating a calming effect as well as improving mood. Kambal Yoga® is open to everyone with or without experience with movement based yoga. Students should wear comfortable clothing. Everything is provided. No mat needed. Classes are one hour in duration. Due to limited space sign up ahead is required.”*
  2. **Request:** Resolution request for a new contract with Emergency Vehicle Upfitters to provide vehicle equipment installation at a rate of \$90.00 per hour, not to exceed \$5,000 per year. *Attachment #2*  
**Rationale:** The contract will commence upon execution and terminate on December 31, 2021 with the possibility of two (2) annual extensions. Funding is available in the existing OES budget.
  3. **Request:** Resolution request for a new contract with Capital Digitronics to provide equipment repair and maintenance on various OES radios and pagers at a rate of \$100.00 per hour plus parts, in an amount not to exceed \$5,000 per year. *Attachment #3*  
**Rationale:** The contract will commence upon execution and terminate on December 31, 2021 with the possibility of two (2) annual extensions. Funding is available in the existing OES budget.
  4. **Request:** Resolution request for the transfer of funds from Fire Prevention and Control to Civil Defense in the amount of \$83,630. *Attachment #4*  
**Rationale:** This transfer is needed to correct the appropriation of the OES Director’s salary and fringe from Fire Prevention & Control to Civil Defense and to cover deficits in the 2021 budget.
  5. **Request:** Resolution request for the transfer of funds within the Civil Defense G/L code in the amount of \$10,000. *Attachment #5*

**Rationale:** This transfer is needed to cover deficits in the 2021 budget.

IV. Information for Discussion/Review

1. Review prior month travel authorization
  - 2021 NYS Public Safety UAS Summit – Oriskany, NY (July 28, 2021) *Attachment #6*
2. Development of Community Emergency Response Team (CERT) *Attachment #7*
3. Proposed Amendment to Local Law 2 of 2021 *Attachment #8*

V. Referrals and Pending Items

VI. Privilege of the Floor and Public Comment (please allow for 15 second delay on live stream meetings)

VII. Motion to adjourn

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**Attachments**

- #1 Request for New Contract
- #2 Request for New Contract
- #3 Request for New Contract
- #4 Request for Transfer of Funds
- #5 Request for Transfer of Funds
- #6 Authorization to Attend Meeting or Convention (*executed forms*)
- #7 CERT Program
- #8 Proposed Amendment to Local Law 2 of 2021

# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: Office of Emergency Services

DATE: August 23, 2021

- (a) Is this a Result of a Bid or Request for Proposal?  
**No**
- (b) Purpose of Contract:  
**To provide monthly Stress Management for First Responder classes for first responders working in Warren County**
- (c) Name of Contractor:  
**Grounded on Glen Street**
- (d) Address of Contractor: **282 Glen Street  
Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:  
**Kayla Craft 518-361-3564 yogakaylagf@gmail.com**
- (f) Has or will the Contract be provided, if so, please attach:  
**To be provided**
- (g) Commencement Date of Contract:  
**Upon execution**
- (h) Termination Date of Contract:  
**December 31, 2021 with the possibility of two annual extensions**
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed **\$150 per month/\$1,800 per year**  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)  
**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.4022 470 Emergency Medical Services - Contract

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: Office of Emergency Services

DATE: August 23, 2021

- (a) Is this a Result of a Bid or Request for Proposal?  
**No**
- (b) Purpose of Contract:  
**To provide vehicle equipment installation services for the Office of Emergency Services**
- (c) Name of Contractor:  
**Emergency Vehicle Upfitters**
- (d) Address of Contractor: **PO Box 711  
Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:  
**Rob Miksch 518-361-3501 vehicleupfitters@gmail.com**
- (f) Has or will the Contract be provided, if so, please attach:  
**To be provided**
- (g) Commencement Date of Contract:  
**Upon execution**
- (h) Termination Date of Contract:  
**December 31, 2021 with the possibility of two annual extensions**
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount **\$90.00**  
iii) total amount not to exceed **\$5,000 per year**  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)  
**Upon completion of services**
- (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.3410 422 Fire Prevention & Control - Repair/Maint Equipment; A.3640 422 Civil Defense - Repair/Maint Equipment; or A.4022 422 Emergency Medical Services - Repair/Maint Equipment  
**Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

\*as listed in budget and LOGOS

# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: Office of Emergency Services

DATE: August 23, 2021

- (a) Is this a Result of a Bid or Request for Proposal?  
**No**
- (b) Purpose of Contract:  
**To provide communications equipment repair and maintenance services for the Office of Emergency Services**
- (c) Name of Contractor:  
**Capital Digitronics, Inc.**
- (d) Address of Contractor: **264 Bradford Street  
Albany, NY 12206**
- (e) Contractor's Contact Person and Telephone Number:  
**Tom McCabe 518-449-3366**
- (f) Has or will the Contract be provided, if so, please attach:  
**To be provided**
- (g) Commencement Date of Contract:  
**Upon execution**
- (h) Termination Date of Contract:  
**December 31, 2021 with the possibility of two annual extensions**
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount **\$100.00**  
iii) total amount not to exceed **\$5,000 per year**  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)  
**Upon completion of services**
- (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.3410 422 Fire Prevention & Control - Repair/Maint Equip; A.3640 422 Civil Defense - Repair/Maint Equip; A.4022 422 Emergency Medical Services - Repair/Maint Equip  
Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

# RESOLUTION REQUEST FORM NO. 10

## Request for Transfer of Funds

**TO:** AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

**DEPARTMENT NAME:** Office of Emergency Services

**SIGNED:**

**DATE:** August 23, 2021

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3410 110	Fire Prevention & Control - Salaries Regular	A.3640 110	Civil Defense - Salaries Regular	\$62,000
A.3410 810	Fire Prevention & Control - Retirement	A.3640 810	Civil Defense - Retirement	\$3,000
A.3410 830	Fire Prevention & Control - Social Security	A.3640 830	Civil Defense - Social Security	\$3,200
A.3410 831	Fire Prevention & Control - Medicare	A.3640 831	Civil Defense - Medicare	\$800
A.3410 110	Fire Prevention & Control - Salaries Regular	A.3640 860	Civil Defense - Hospitalization	\$7,500
A.3410 860	Fire Prevention & Control - Hospitalization	A.3640 860	Civil Defense - Hospitalization	\$6,840
A.3410 831	Fire Prevention & Control - Medicare	A.3640 865	Civil Defense - Dental Insurance	\$170
A.3410 865	Fire Prevention & Control - Dental Insurance	A.3640 865	Civil Defense - Dental Insurance	\$120

**Please state reason for transfers requested:**

Transfer needed to correct appropriation of OES Director's salary and fringe from Fire Prevention & Control to Civil Defense to cover budget deficits. Total transfer requested is \$83,630.

### CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

**Please state reason for transfer request:**

**Please file original request with Clerk of the Board and retain copy for your records.**

# RESOLUTION REQUEST FORM NO. 10

## Request for Transfer of Funds

**TO:** AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

**DEPARTMENT NAME:** Office of Emergency Services

**SIGNED:**

**DATE:** August 23, 2021

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3640 130	Civil Defense - Salaries Part Time	A.3640 810	Civil Defense - Retirement	\$2,000
A.3640 130	Civil Defense - Salaries Part Time	A.3640 860	Civil Defense - Hospitalization	\$8,000

**Please state reason for transfers requested:**

Transfer needed to correct budget deficits within the Civil Defense G/L code. Total transfer requested is \$10,000.

### CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

**Please state reason for transfer request:**

**Please file original request with Clerk of the Board and retain copy for your records.**

SCHEDULE "A"

AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

- [X] In-State (Must be approved by Department Head, County Administrator & Committee Chair)
[ ] On-Line (Must be approved by Department Head, County Administrator & Committee Chair)
[ ] Out-of-State (Requires Board resolution)

The Public Safety Committee hereby authorizes Ann Marie Mason, Director & Ashley Rivers, Emergency Services Coord. (Supervisory Committee) (Employee Name)

to attend 2021 New York State Public Safety UAS Summit and Industry Demo Day (Name of meeting or organization)

at Oriskany, NY on Wednesday, July 28, 2021 (Address) (Dates)

Meeting/Convention/Training Cost: None Mode of transportation to be used: County Vehicle (County Vehicle or Mass Transportation)

If the mode of transportation is not a county vehicle or mass transportation, please explain:

Proper documentation must be attached when submitting for approval.

(Please check documents attached)

[X] Notice of meeting/convention/training including cost. Total Cost \$ 82.50 (Include travel costs)

For Overnight Travel

[ ] Room rate \$ GSA\* Rate \$ Funding in Budget? X Y N

[X] Meal costs \$ GSA\* per diem rate \$ 82.50 Budget Code: A.3640 444

\* www.gsa.gov \$41.25 per person (first & last) x 2 people = \$82.50

Date: 7/21/2021

Department Head Signature

Date: 7/21/21

County Administrator Signature

Date: 7/21/21

Committee Chair Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

\*\*\*\*\*

Please check to request a fleet vehicle. [ ] REQUEST FOR USE OF FLEET VEHICLE

Filing Instructions:

- 1. Original with voucher to Auditor.
2. Copy to Buildings & Grounds if fleet vehicle is needed.
3. Copy to Clerk of the Board with Resolution Request form if out-of-State travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to Clerk of the Board if credit card will be used.
6. Copy of executed form needs to be included in next agenda for reporting to oversight Committee.

## COVID-19 Updates

Unvaccinated individuals are at greater risk of serious illness from COVID-19. Learn more about the COVID-19 vaccines.

[GET THE FACTS >](#)

### Citizen Preparedness Corps

-  [Aware Prepare](#)

## Community Emergency Response Team (CERT)

During a large-scale disaster, the response of any community's emergency services may be delayed or overwhelmed for a variety of reasons. This leaves the citizens of the community - family, neighbors, and co-workers - to provide for their own well-being and safety until professional responders arrive. This very reality is the cornerstone of the Community Emergency Response Team (CERT) program.



The goal of the CERT program is to provide the private citizens who complete the course with the basic skills that they will need to respond to their community's immediate needs in the aftermath of a disaster, when emergency services are not immediately available. By working together, CERTs can assist in saving lives and protecting property using the basic techniques in this course.

The CERT program is about readiness, people helping people, rescuer safety, and doing the greatest good for the greatest number. The program provides a positive and realistic approach to emergency and disaster situations where citizens will be initially on their own and their actions can make a difference. CERT is a community based volunteer effort and is a component of the Citizen Corps program.

The CERT program strives to present citizens with the facts about what to expect following a major disaster in their community and to deliver the message about their responsibility for mitigation and preparedness. Through didactic and hands-on sessions they receive training in needed life saving skills with emphasis on decision making, rescuer safety, and doing the greatest good for the greatest number. Lastly, local CERT program managers will likely organize teams so that they are an extension of first responder services offering immediate help to victims until professional services arrive.

The basic CERT program encompasses nine units:

- Emergency Preparedness
- Fire Safety
- Emergency Medical Operations I
- Emergency Medical Operations II
- Light Search and Rescue Operations
- CERT Organization

- Disaster Psychology
- Terrorism and CERT
- Disaster Simulation

These units are intended to be delivered in 2.5 to 3 hour blocks during once-per-week evening sessions.

Where the team aspect of CERT may not be applicable to various communities in New York State, we stress the benefits that the CERT training will provide for individual, family, and workplace preparedness. Either way, coordination with local Citizen Corps Councils (if in place) and local emergency services agencies/organizations is a critical relationship. These partnerships ensure that CERTs are not working independently or contrary to the local emergency response. Local Citizen Corps Councils and local emergency services will establish the operating procedures for CERTs specific to their communities.

## Program Responsibilities

Administered by the New York State Office of Emergency Management (NYS OEM), the State's responsibilities of the CERT program include training and qualifying CERT instructors through state-wide Train-the-Trainer programs and coordinating the CERT curriculum for New York State. OEM is also responsible for administering any CERT grants that may be formulated by the Federal Government.

Since the CERT program is an initiative that needs to be coordinated locally, local governments are responsible for course delivery, team/program management, and material and equipment costs.

## Funding

A variety of funding sources exist to help defray the start-up and maintenance costs of a CERT program:

- Some communities build costs into their budget, while others charge participants to cover costs for instructors and course materials.
- In some communities, CERT organizations have filed for 501(C)3 (non-profit organization) status, thus allowing them to do fund raising. Also, government entities are usually able to conduct fundraising activities for community programs.
- Grants have been made available by the federal government to assist communities in their CERT programs. Grant information will be posted on this website as soon as it is available.

## Other Links

- [CERT Programs in New York State](#)
- [Resources for CERT Instructors](#)
- [FEMA - National CERT Program](#)

## Aware Prepare

**COUNTY OF WARREN  
LOCAL LAW NO. 7 OF 2021**

**A LOCAL LAW AMENDING LOCAL LAW NO. 2 OF 2021 AND LOCAL LAW NO. 5 OF 2009,  
ESTABLISHING THE OFFICE OF EMERGENCY SERVICES FOR WARREN COUNTY**

**BE IT ENACTED**, by the Board of Supervisors of the County of Warren, New York, as follows:

**SECTION 1. Title.** This Local Law shall be known as “A Local Law Amending Local Law No.5 of 2009, Establishing the Office of Emergency Services for Warren County.”

**SECTION 2. Legislative Intent and Purpose.** The Warren County Board of Supervisors desires to amend Local Law No. 5 of 2009, by creating the position of Director of the Office of Emergency Services and amending the position of Fire Coordinator.

**SECTION 3. Enactment Authority.** This Local Law is enacted under the authority of Section 10 of the Municipal Home Rule of New York State.

**SECTION 4. Establishment of the Office of Emergency Services.** There is hereby created in Warren County the Office of Emergency Services, which shall contain the following County functions: Natural Disaster and Civic Defense; Fire Coordination; and Emergency Medical Services Coordination.

**SECTION 5.** Section 5 of Local Law No. 5 of 2009 is hereby amended to read as follows:

“**SECTION 5. Director.** There is hereby established the position of Director of the Office of Emergency Services (hereinafter referred to as “Director”), as the administrative head of the Office of Emergency Services. The Director shall be appointed by the Board of Supervisors in accordance with any requirement of the Civil Service Law or rule or any other State or Federal Laws or rules that may apply. The Director shall be appointed by a majority of all members of the Warren County Board of Supervisors and shall serve at the pleasure of the Board of Supervisors.”

**SECTION 6.** Section 6 of Local Law No. 5 of 2009 is hereby amended to read as follows:

“**SECTION 6. Director’s Duties/Powers.** The Director shall:

- a) be responsible for the administration and provision of services for all functions of the Office of Emergency Services, and
- b) have all the powers and perform the duties conferred or imposed by law upon a head of Natural Disaster and Civil Defense, except that nothing contained herein shall prevent or limit the right of the Director to delegate and/or assign such duties and responsibilities as herein provided or contemplated unless prohibited by federal or state law, rule or regulation.

- c) may act as Chairperson of the Local Emergency Planning Council [LEPC].
- d) have the power of appointment for the positions created by the Board of Supervisors.
- e) have such other duties as the Warren County Board of Supervisors may prescribe.”

**SECTION 7.** Section 7 of Local Law No. 5 of 2009 is hereby amended to read as follows:

“**SECTION 7. Emergency Services Coordinator.** There is hereby established a position of Emergency Services Coordinator, who shall be appointed by the Director, and shall be acting administrative head of the Office of Emergency Services in the event of the absence of the Director or the inability of the Director to perform and exercise the powers and duties of the office. The Emergency Services Coordinator shall have such duties and powers as the Director may assign and/or delegate.”

**SECTION 8.** Section 8 of Local Law No. 6 of 2007 is hereby amended to read as follows:

“**SECTION 8. Office Personnel.** Personnel assigned to the Office of Emergency Services shall include: Fire Coordinator; Deputy Fire Coordinators; EMS Coordinator; Deputy EMS Coordinators, Hazardous Materials W.M.D. Coordinator, and an Office Specialist. The Director shall have such additional staff and personnel as the Board of Supervisors shall, from time to time determine. The Fire Coordinator shall have all the powers and perform the duties conferred or imposed by law upon a Fire Coordinator pursuant to County Law section 225-a.”

**SECTION 9.** Section 9 of Local Law No. 5 of 2009 is hereby amended to read as follows:

“**SECTION 9. Severability.** If any provision of this Local Law or the application of such provision to any person, body, or circumstances shall be held invalid, the remainder of this Local Law or the application of such provision to persons, bodies or circumstances other than those concerning which it shall have been held invalid shall not be affected thereby.”

**SECTION 10. Effective Date.** This Law shall be effective immediately upon filing with the Secretary of State as provided by the law.

**SECTION 11. Prior Local Laws Amended and/or Superseded.** This Local Law amends and supersedes Warren County Local Law No. 6 of 2007 “A Local Law Establishing the Office of Emergency Services for Warren County” and Local Law No. 5 of 2009 “A Local Law Amending Local Law No. 6 of 2007, Establishing the Office of Emergency Services for Warren County”.

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, STEEBER 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 Kei  
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,



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  Non-Union   
 This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other \_\_\_\_\_  
 Employee No./Last Name: 9124/Riley Date of Vacancy: Upon Retirement (?)  
 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. *PCO 8/13/21*  
 Human Resources Director has approved this form when initialed. *NS 8/11/21*

**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 *[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 8/12/21

**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. [Signature] 3/17/21
Human Resources Director has approved this form when initialed. [Signature] 3/17/21

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 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 [Signature] Date 3/22/21

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee [Signature] 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 [Signature] Date 3/27/2021

## *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> % <u>OR</u>
DISCOUNT OFF LIST PRICE:	%

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.

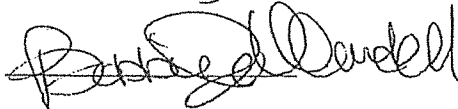
I, Ronald W Pliscorsky Jr., being duly sworn, deposes and says that he/she is the Service and Parts Director of the Nemer of CJDR of Queensbury Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

 \_\_\_\_\_  
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. Philosophy  
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.

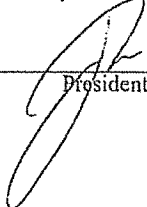
- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - (1) The prices in this bid have been 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>√ JULIE A. BUTLER, PURCHASING AGENT</p>	<p><b>TERM:</b> Commencing upon execution of Agreement and terminating September 30, 2022</p>

**WARREN COUNTY BOARD OF SUPERVISORS**

**COMMITTEE: PUBLIC SAFETY**

**DATE: AUGUST 23, 2021**

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**COMMITTEE MEMBERS PRESENT:**

SUPERVISORS: DIAMOND  
MAGOWAN  
BRAYMER  
FRASIER  
SHEPLER

**OTHERS PRESENT:**

REPRESENTING THE SHERIFF'S OFFICE:  
JIM LAFARR, SHERIFF

REPRESENTING THE OFFICE OF EMERGENCY SERVICES:  
ANN MARIE MASON, DIRECTOR  
RACHEL E. SEEBER, CHAIRWOMAN OF THE BOARD  
RYAN MOORE, COUNTY ADMINISTRATOR  
AMANDA ALLEN, CLERK OF THE BOARD  
ROBERT TERWILLIGER, ACTING COUNTY ATTORNEY  
SARAH MCLENITHAN, DEPUTY CLERK OF THE BOARD  
FRANK E. THOMAS, BUDGET OFFICER

SUPERVISORS DRISCOLL  
GERAGHTY  
HOGAN  
LEGGETT  
STROUGH  
WILD

TAMMIE DELORENZO, ASSISTANT TO THE COUNTY ADMINISTRATOR  
WAYNE LAMOTHE, COUNTY PLANNER  
SARA FRANKENFELD, GIS ADMINISTRATOR  
ETHAN GADDY, ASSISTANT COUNTY PLANNER  
DON LEHMAN, DIRECTOR OF PUBLIC AFFAIRS  
MOLLY GANOTES-GLEASON, LEGISLATIVE OFFICE SPECIALIST  
LESLIE LOVELACE, SECRETARY TO THE CLERK OF THE BOARD

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*Please note, the following contains a summarization of the August 23, 2021 meeting of the Public Safety Committee; the meeting in its entirety can be viewed on the Warren County website using the following link: <https://warrencountyny.gov/mma>*

Mr. Diamond called the meeting of the Public Safety Committee to order at 9:53 a.m.

Copies of the Office of Emergency Services (OES) and Sheriff agendas were distributed to those in attendance. Copies of the agendas are on file with the meeting minutes.

Motion was made by Ms. Shepler, seconded by Mr. Magowan and carried unanimously to approve the minutes of the previous Committee meeting, subject to correction by the Clerk of the Board.

The Committee began with a review of the Office of Emergency Services agenda, which included the following requests:

- 1) To authorize a new contract with Grounded on Glen Street to provide stress management classes for first responders working in Warren County at a rate of \$150 per class, not to exceed \$3,600 per year, for a term commencing upon execution and terminating December 31, 2021, with the possibility of two annual extensions.

Motion was made by Ms. Shepler, seconded by Mr. Magowan and carried unanimously to approve the request as outlined above and the necessary resolution was authorized for the September 17<sup>th</sup> Board meeting. *A copy of the resolution request form is on file with the minutes.*

- 2) To authorize a new contract with Emergency Vehicle Upfitters to provide vehicle equipment installation services for the Office of Emergency Services at a rate of \$90 per hour, not to exceed \$5,000 per year, for a term commencing upon execution and terminating December 31, 2021, with the possibility of two annual extensions.

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Motion was made by Mrs. Frasier, seconded by Ms. Shepler and carried unanimously to approve the request as outlined above and the necessary resolution was authorized for the September 17<sup>th</sup> Board meeting. *A copy of the resolution request form is on file with the minutes.*

- 3) To authorize a new contract with Capital Digitronics, Inc. to provide communications equipment repair and maintenance services for the Office of Emergency Services at a rate of \$100 per hour, not to exceed \$5,000 per year, for a term commencing upon execution and terminating December 31, 2021, with the possibility of two annual extensions.

Motion was made by Ms. Shepler, seconded by Mr. Magowan and carried unanimously to approve the request as outlined above and the necessary resolution was authorized for the September 17<sup>th</sup> Board meeting. *A copy of the resolution request form is on file with the minutes.*

Ms. Braymer entered the meeting at 9:58 a.m.

- 4) To authorize a transfer of funds amongst various budget codes totaling \$83,630 to correct the appropriation of the OES Director's Salary and fringe benefits from Fire Prevention & Control to Civil Defense to cover budget deficits.

Motion was made by Mrs. Frasier, seconded by Mr. Magowan and carried unanimously to approve the request and refer same to the Finance Committee. *A copy of the resolution request form is on file with the minutes.*

- 5) To authorize a transfer of funds amongst various budget codes totaling \$10,000 to cover a projected budget deficit prior to the end of the year.

Motion was made by Ms. Shepler, seconded by Mr. Magowan and carried unanimously to approve the request and refer same to the Finance Committee. *A copy of the resolution request form is on file with the minutes.*

The Items for Discussion portion of the agenda was reviewed which included updates on the following:

1. Review prior month travel authorization which included 2021 NYS Public Safety UAS Summit in Oriskany, NY (July 28, 2021). Executed Travel Authorization Form included as agenda attachment.
2. Development of Community Emergency Response Team (CERT) - documentation provided as agenda attachment.
3. Proposed Amendment to Local 2 of 2021, (*establishing the Office of Emergency Services for Warren County*), to be discussed at the next Committee meeting. Draft revision included as agenda attachment.

The Committee moved on to review the Sheriff's agenda which included the following requests:

- 1) To authorize a new contract with Bolton Central District for school resource officers in an amount not to exceed \$33,500 for the 2021-2022 school year.
- 2) To authorize a new contract with Hadley-Luzerne School District for school resource officers in an amount not to exceed \$87,000 for the 2021-2022 school year.
- 3) To authorize a new contract with Johnsbury Central School District for school resource officers in an amount not to exceed \$33,500 for the 2021-2022 school year.
- 4) To authorize a new contract with Lake George Central School District for school resource officers in an amount not to exceed \$67,000 for the 2021-2022 school year.
- 5) To authorize a new contract with North Warren Central School District for school resource officers in an amount not to exceed \$33,500 for the 2021-2022 school year.
- 6) To authorize a new contract with Queensbury Union Free School District for school resource officers in an amount not to exceed \$87,000 for the 2021-2022 school year.

Motion was made by Mr. Magowan, seconded by Ms. Shepler and carried unanimously to approve the requests as outlined above and the necessary resolutions were approved for the September 17<sup>th</sup> Board meeting. *Copies of the resolution request forms are on file with the minutes.*

- 7) To authorize a new contract with PrimeCare Medical of New York, Inc. in an amount not to exceed \$5,070,161.83 (2022 Annual \$1,640,351.30 - \$136,695.94/month; 2023 Annual \$1,689,561.84 - \$140,796.82/month; 2024 Annual \$1,740,248.69 - \$145,020.72/month) for a term commencing January 1, 2022 and terminating December 31, 2024.

Motion was made by Mr. Magowan, seconded by Mrs. Frasier and carried unanimously to approve the request and the necessary resolution was authorized for the September 17<sup>th</sup> Board meeting. *A copy of the resolution request form on file with the minutes.*

- 8) To ratify the actions of the Sheriff in submitting a grant application to the New York State Governor's Traffic Safety Committee for the Child Passenger Safety Program (child safety seats) and authorizing the Chair of the Board to execute the necessary grant agreement for funding in an amount not to exceed \$1,250, as well as to amend the 2021 County Budget to reflect receipt of said funding.

Motion was made by Mr. Magowan, seconded by Mrs. Frasier and carried unanimously to approve the request; the necessary resolution was authorized for the September 17<sup>th</sup> Board meeting and the budget amendment was referred to the Finance Committee. *Copies of the resolution request forms are on file with the minutes.*

- 9) To remove Chairwoman Seeber and appoint Don Lehman as member of the Warren County Traffic Safety Board for a term retroactive to January 1, 2021 and terminating December 31, 2022.

Motion was made by Ms. Shepler and seconded by Mrs. Frasier to approve the request as outlined above.

A discussion ensued, following which a second motion was made by Ms. Shepler, seconded by Ms. Braymer and carried unanimously to appoint Mr. Lehman as an additional member of the Traffic Safety Board for a term retroactive to January 1, 2021 and terminating December 31, 2021 and the necessary resolution was authorized for the September 17<sup>th</sup> Board meeting. *A copy of the resolution request form is on file with the minutes.*

- 10) To fill the vacant position of STOP DWI Coordinator - Part-time, Annual Salary \$20,3716/hr, extending prior authorization.

Motion was made by Mr. Magowan, seconded by Ms. Shepler and carried unanimously to approve the request and refer same to the Personnel, Administration & Higher Education Committee for reporting purposes. *A copy of the Notice of Intent to Fill Vacant Position form is on file with the minutes.*

- 11) To fill the vacant position of Patrol Sergeant #11, Annual Salary \$78,519, extending prior authorization.

Motion was made by Mr. Magowan, seconded by Ms. Shepler and carried unanimously to approve the request and refer same to the Personnel, Administration & Higher Education Committee for reporting purposes. *A copy of the Notice of Intent to Fill Vacant Position form is on file with the minutes.*

- 12) To authorize the extension of contract with Nemer, Chrysler, Jeep, Dodge, Ram of Queensbury to perform proprietary dealer only repairs for various Dodge, Chrysler and Jeep Sheriff's Office vehicles in a total amount not to exceed \$8,536 for a term commencing October 1, 2021 and terminating September 30, 2022.

Motion was made by Mr. Magowan, seconded by Ms. Shepler and carried unanimously to approve the request and the necessary resolution was authorized for the September 17<sup>th</sup> Board meeting. *A copy of the resolution request form is on file with the minutes.*

The Items for Discussion portion of the agenda was reviewed which included updates on inmate population and the possibility of reduction of correction officers.

Ms. Braymer requested an executive session to discuss personnel issues.

Motion was made by Ms. Braymer, seconded by Mr. Magowan and carried unanimously to enter into an executive session pursuant to Section 105(f) of the Public Officer's Law.  
Executive session was held from 10:38 a.m until 10:48 a.m.

Upon reconvening, Mr. Diamond announced that no action had been taken during the executive session.

Mr. Diamond pointed out there was still a motion on the floor regarding removing Chairwoman Seeber from the Traffic Safety Board and he requested Ms. Shepler and Mrs Frasier rescind their motions, which they did.

Sheriff LaFarr provided an updated in regards to Sheriff patrol availability during the three large upcoming events in the County which included the Adirondack Balloon Festival, Americade and the Adirondack Nationals Car Show, indicating Fire Police had volunteered to work at the Adirondack Balloon Festival, which allowed about a dozen Patrol Officers that would typically work this event to be reassigned in the Village of Lake George and he confirmed the Warren County Sheriff's Office was prepared for the crowds for all three events.

There being no further business to come before the Public Safety Committee, on motion made by Ms. Braymer, seconded by Mr. Magowan and carried unanimously, Mr. Diamond adjourned the meeting at 10:52 a.m.

Respectfully submitted,  
Leslie Lovelace, Secretary to the Clerk of the Board