

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE  
SHERIFF AGENDA  
June 20, 2023

COMMITTEE MEMBERS: Supervisors Geraci, Magowan, Smith, Conover, McDevitt, Driscoll, Leggett, and Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board

- 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 a uniformed Patrol Officer to provide dedicated School Resource Officer services.  
Rationale: Bolton Central School District is requesting a uniformed Patrol Officer from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2023-2024 school year.
  2. Request: Enter into an agreement with Glens Falls City School District for a uniformed Patrol Officer to provide dedicated School Resource Officer services.  
Rationale: Glens Falls City School District is requesting a uniformed Patrol Officer from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2023-2024 school year.
  3. Request: Enter into an agreement with Hadley-Luzerne Central School for uniformed Patrol Officers to provide dedicated School Resource Officer services.  
Rationale: Hadley-Luzerne Central School District is requesting uniformed Patrol Officers from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2023-2024 school year.
  4. Request: Enter into an agreement with Johnsbury Central School District for a uniformed Patrol Officer to provide dedicated School Resource Officer services.  
Rationale: Johnsbury Central School District is requesting a uniformed Patrol Officer from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2023-2024 school year.
  5. Request: Enter into an agreement with Lake George Central School District for uniformed Patrol Officers to provide dedicated School Resource Officer services.  
Rationale: Lake George Central School District is requesting uniformed Patrol Officers from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2023-2024 school year.
  6. Request: Enter into an agreement with North Warren Central School District for uniformed Patrol Officers to provide dedicated School Resource Officer services.

Rationale: North Warren Central School District is requesting uniformed Patrol Officers from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2023-2024 school year.

7. Request: Enter into an agreement with Queensbury Union Free School District for uniformed Patrol Officers to provide dedicated School Resource Officer services.  
Rationale: Queensbury Union Free School District is requesting uniformed Patrol Officers from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2023-2024 school year.
8. Request: Enter into an agreement with Warrensburg School District for uniformed Patrol Officers to provide dedicated School Resource Officer services.  
Rationale: Warrensburg Central School District is requesting uniformed Patrol Officers from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2023-2024 school year.
9. Request: Enter into an agreement with Black Creek Integrated Systems Corporation for support and maintenance of Correctional Facility's inmate records management system software.  
Rationale: The agreement provides for unlimited support and maintenance of the Correctional Facility's SallyPort inmate records management system software.
10. Request: Enter into an agreement with Capital Digitronics for access to NexLog DX-Series software updates.  
Rationale: The agreement provides for ongoing access to NexLog DX-Series software updates. The Sheriff's Office received free access for 12 months and an agreement is now required for continued access.
11. Request: Increase the salary of Sheriff's Office System Maintenance Coordinator.  
Rationale: An annual salary increase is requested to provide for a wage increase that is consistent with bargaining unit employees of the Sheriff's Office for 2023.
12. Request: Increase the salary of Sheriff's Office Correction Captain.  
Rationale: An annual salary increase is requested to provide for a wage increase that is consistent with bargaining unit employees of the Sheriff's Office for 2023.
13. Request: Increase the salary of Sheriff's Office Undersheriff.  
Rationale: An annual salary increase is requested to provide for a wage increase that is consistent with bargaining unit employees of the Sheriff's Office for 2023.
14. Request: Amend Local Law No. 1 of 2023, enacted by Warren County Board of Supervisors Resolution No. 807 of 2022, that fixed the salaries of certain County officers and employees of Warren County.  
Rationale: The request is made to amend Local Law No 1 of 2023 and increase the current 2023 salary for title of Sheriff.

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

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- Attachments:
1. Resolution Request Form No. 3 - Request for New Contract (Bolton Central School)
  2. Resolution Request Form No. 3 - Request for New Contract (Glens Falls School)
  3. Resolution Request Form No. 3 - Request for New Contract (Hadley-Luzerne School)
  4. Resolution Request Form No. 3 - Request for New Contract (Johnsburg Central School)
  5. Resolution Request Form No. 3 - Request for New Contract (Lake George School)
  6. Resolution Request Form No. 3 - Request for New Contract (North Warren School)
  7. Resolution Request Form No. 3 - Request for New Contract (Queensbury School)
  8. Resolution Request Form No. 3 - Request for New Contract (Warrensburg School)
  9. Resolution Request Form No. 3 - Request for New Contract (Black Creek)
  10. Resolution Request Form No. 3 - Request for New Contract (Capital Digitronics)
  11. Resolution Request Form No. 13 - Request to Increase or Decrease Salary of Non-Union Position
  12. Resolution Request Form No. 13 - Request to Increase or Decrease Salary of Non-Union Position
  13. Resolution Request Form No. 13 - Request to Increase or Decrease Salary of Non-Union Position
  14. Resolution Request Form No. 20 - Miscellaneous (Amend Local Law No. 1 of 2023)

**RESOLUTION REQUEST FORM NO. 3**

**Request for New Contract**

**DEPARTMENT NAME:** Sheriff

**DATE:** June 20, 2023

- (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) uniformed Patrol Officer to the Bolton Central School District for dedicated School Resource Officer services during the 2023-2024 school year
- (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:** Yes
- (g) **Commencement Date of Contract:** 08/14/2023
- (h) **Termination Date of Contract:** 06/30/2024
- (i) **Payment Provisions:**
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$40,000
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually  
1<sup>st</sup> payment of \$20,000 to be invoiced on 01/02/2024  
2<sup>nd</sup> payment of \$20,000 to be invoiced on 06/01/2024
- (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 (the "Agreement") is 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 requested that the Warren County Sheriff provide law enforcement coverage to the District equal to a mutually agreed number of Patrol Officers, Patrol Officers-Part Time, or Special Patrol Officers, which are collectively referred to as "School Resource Officers" (hereafter, "SRO") that will provide services to the District during regularly scheduled school hours and for such other events as requested by the District, and

WHEREAS, the County agrees to provide the services requested during the 2023-2024 school calendar year commencing August 14, 2023 and terminating on June 30, 2024 and renewable by each party, upon the same terms for two (2) additional one (1) year renewal periods, and

WHEREAS, the District agreed to pay the County an amount not to exceed Forty Thousand Dollars (\$40,000) for the assignment of one (1) such SRO(s) and their services at the Bolton Central School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, by and through the Warren County Sheriff (hereafter, "Sheriff") and the Warren County Sheriff's Office (hereafter, "Sheriff's Office"), agrees to provide SRO services to the District during normal school hours and for such other school events as requested by the District, in accordance with and subject to the terms of this Agreement.

**I. DOCUMENTS:**

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2023**, adopted **Month 00**,

**2023.** These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2023.**

**II. DELIVERY OF SERVICES:**

A. SRO Services Provided

SRO services may be provided by a police officer or a peace officer, as determined solely by the Sheriff. An SRO shall provide the District with assistance in maintaining order and providing security in a school building designated by the District. The typical services provided by an SRO include: providing security by standing at a post or patrolling a designated building; protecting and guarding students, staff, administrators, and members of the general public while present on school grounds; providing general information and direction to visitors on school grounds; safeguarding public property on school grounds; maintaining and updating records as required by the Sheriff's Office or the District; building rapport with students, staff and administrators to promote safety and security; providing assistance during emergency situations; making warrantless arrests and using physical force when required; conducting warrantless searches and seizures when constitutionally permissible and within the assigned special duties; preparing incident reports; appearing at school disciplinary proceedings and Family Court proceedings, as required.

B. Service Area

The County, through the Sheriff's Office, shall provide SRO services in the District's buildings and grounds as requested by the District and upon the approval of the Sheriff or his designee.

C. Quantity of Services

The County will provide the equivalent of one (1) SRO to the District for the entire 2023-2024 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 1476 hours for the academic school year and includes such other events conducted by the District for which SRO services are requested and approved, as well as all mandatory training time that an SRO may be required to complete during the term of this Agreement, as determined by the Sheriff or his designee.

D. How Delivered

The scheduling, direction and supervision of an SRO and those matters incidental to the delivery of those services to the District shall be fixed and determined in the sole discretion of the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner that services are provided by an SRO for the District shall be resolved in the sole discretion of the Sheriff, or his Designee, after consultation with the Superintendent of the District, or the Designee.

F. Termination of SRO Services by County

The County possesses the unilateral right to either suspend or terminate this Agreement, upon three (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers.

The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

If the County suspends or terminates this Agreement due to insufficient staffing, then the District shall be obligated to pay for the SRO services actually provided based on total school days of service and total hours employed.

**III. CONSIDERATION:**

The Sheriff's Office shall submit an invoice to the District for the sum of Twenty Thousand Dollars (\$20,000) twice during the school year, on January 2<sup>nd</sup> and June 1<sup>st</sup>. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Twenty Thousand Dollars (\$20,000) as two payments for all SRO services covered under this Agreement for the 2023-2024 school calendar year. The contractual amount due under this Agreement shall be paid and deemed earned by the County without regard for any closures of the District or their

facilities during the school year for any reason, and without regard to the reason(s) or duration of such closures, to include but not limited to acts of God.

**IV. INSURANCE COVERAGE; INDEMNIFICATION; DUTY TO DEFEND; COOPERATION:**

A. Indemnification: 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.

B. Insurance Coverage: 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. 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.

C. Certificate of Insurance: The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(A)(2) above before SRO services 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 and shall not waive the District's payment obligations under this Agreement. 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.

D. Duty to Defend: The District shall upon the County's demand, promptly and diligently assume the defense of the County and defend, at the District's sole risk and expense, any and all suits, actions, claims, or proceedings, whether civil or administrative, which may be brought or instituted against the County, its officers or employees, and shall provide a defense under subsection V(A)(1) above, either through the District or through the

District's insurance carrier, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.

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

F. Employment Status and Employment Claims: The SRO is and shall at all time remain an employee of the County and shall not be an employee of the District. The County shall be solely responsible for 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 the employment status or employment related claims arising from SRP coverage provided to the District and the County shall indemnify and defend the District from all such employment related claims.

**V. COUNTY POLICY AGAINST DISCRIMINATION:**

Any type of discrimination and harassment is against Warren County policy and is unlawful. The District acknowledges and agrees it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. 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 the Sheriff, or his designee promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its Board, 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 District and or agent's breach of this Policy.

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 2023-2024, commencing on August 14, 2023 and terminating on June 30, 2024.

**VII. RENEWAL OF AGREEMENT:**

The parties may renew this Agreement, in writing, upon the same terms and conditions as set forth herein for up to two (2) additional one (1) academic school years.

**VIII. AUTHORITY:**

This-Agreement is made and executed pursuant to Resolution No. **000 of 2023**, adopted by the Warren County Board of Supervisors on **Month 00, 2023**, and is made subject to approval of the Bolton Central School District Board of Education.

**ELECTRONIC SIGNATURE:**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and- all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and- electronic signatures having the same legal effect as original signatures.

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

**RESOLUTION REQUEST FORM NO. 3****Request for New Contract****DEPARTMENT NAME:** Sheriff**DATE:** June 20, 2022

- (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) uniformed Patrol Officer to the Glens Falls City School District for dedicated School Resource Officer services during the 2023-2024 school year
- (c) **Name of Contractor:** Glens Falls City School District
- (d) **Address of Contractor:** 15 Quade Street, Glens Falls NY 12801
- (e) **Contractor's Contact Person and Telephone Number:** Dr. Krislynn Dengler  
Superintendent  
(518) 792-1212
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/14/2023
- (h) **Termination Date of Contract:** 06/30/2024
- (i) **Payment Provisions:** i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$49,500  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually  
1<sup>st</sup> payment of \$24,750 to be invoiced on 01/02/2024  
2<sup>nd</sup> payment of \$24,750 to be invoiced on 06/01/2024
- (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.3120.1007 2260 School Resource Officers - Glens Falls City School District  
Public Safety - Other Govt

\* as listed in budget and LOGOS

**AGREEMENT FOR LAW ENFORCEMENT SERVICES WITHIN  
THE GLENS FALLS CITY SCHOOL DISTRICT**

THIS AGREEMENT (the "Agreement") is 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 GLENS FALLS CITY SCHOOL DISTRICT, having its principal offices and place of business located at 15 Quade Street, Glens Falls, New York 12801 (the "District").

WITNESSETH:

WHEREAS, the District requested that the Warren County Sheriff provide law enforcement coverage to the District equal to a mutually agreed number of Patrol Officers, Patrol Officers-Part Time, or Special Patrol Officers, which are collectively referred to as "School Resource Officers" (hereafter, "SRO") that will provide services to the District during regularly scheduled school hours and for such other events as requested by the District, and

WHEREAS, the County agrees to provide the services requested during the 2023-2024 school calendar year commencing August 14, 2023 and terminating on June 30, 2024 and renewable by each party, upon the same terms for two (2) additional one (1) year renewal periods, and

WHEREAS, the District agreed to pay the County an amount not to exceed Forty-Nine Thousand Five Hundred Dollars (\$49,500) for the assignment of one (1) such SRO(s) and their services at the Glens Falls City School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, by and through the Warren County Sheriff (hereafter, "Sheriff") and the Warren County Sheriff's Office (hereafter, "Sheriff's Office"), agrees to provide SRO services to the District during normal school hours and for such other school events as requested by the District, in accordance with and subject to the terms of this Agreement.

**I. DOCUMENTS:**

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2023**, adopted **Month 00**,

**2023.** These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2023.**

**II. DELIVERY OF SERVICES:**

A. SRO Services Provided

SRO services may be provided by a police officer or a peace officer, as determined solely by the Sheriff. An SRO shall provide the District with assistance in maintaining order and providing security in a school building designated by the District. The typical services provided by an SRO include: providing security by standing at a post or patrolling a designated building; protecting and guarding students, staff, administrators, and members of the general public while present on school grounds; providing general information and direction to visitors on school grounds; safeguarding public property on school grounds; maintaining and updating records as required by the Sheriff's Office or the District; building rapport with students, staff and administrators to promote safety and security; providing assistance during emergency situations; making warrantless arrests and using physical force when required; conducting warrantless searches and seizures when constitutionally permissible and within the assigned special duties; preparing incident reports; appearing at school disciplinary proceedings and Family Court proceedings, as required.

B. Service Area

The County, through the Sheriff's Office, shall provide SRO services in the District's buildings and grounds as requested by the District and upon the approval of the Sheriff or his designee.

C. Quantity of Services

The County will provide the equivalent of one (1) SRO to the District for the entire 2023-2024 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 1476 hours for the academic school year and includes such other events conducted by the District for which SRO services are requested and approved, as well as all mandatory training time that an SRO may be required to complete during the term of this Agreement, as determined by the Sheriff or his designee.

D. How Delivered

The scheduling, direction and supervision of an SRO and those matters incidental to the delivery of those services to the District shall be fixed and determined in the sole discretion of the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner that services are provided by an SRO for the District shall be resolved in the sole discretion of the Sheriff, or his Designee, after consultation with the Superintendent of the District, or the Designee.

F. Termination of SRO Services by County

The County possesses the unilateral right to either suspend or terminate this Agreement, upon three (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers.

The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

If the County suspends or terminates this Agreement due to insufficient staffing, then the District shall be obligated to pay for the SRO services actually provided based on total school days of service and total hours employed.

**III. CONSIDERATION:**

The Sheriff's Office shall submit an invoice to the District for the sum of Twenty-Four Thousand Seven Hundred Fifty Dollars (\$24,750) twice during the school year, on January 2<sup>nd</sup> and June 1<sup>st</sup>. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Twenty-Four Thousand Seven Hundred Fifty Dollars (\$24,750) as two payments for all SRO services covered under this Agreement for the 2023-2024 school calendar year. The contractual amount due under this Agreement shall be paid and deemed earned by the

County without regard for any closures of the District or their facilities during the school year for any reason, and without regard to the reason(s) or duration of such closures, to include but not limited to acts of God.

**IV. INSURANCE COVERAGE; INDEMNIFICATION; DUTY TO DEFEND; COOPERATION:**

A. Indemnification: 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.

B. Insurance Coverage: 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. 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.

C. Certificate of Insurance: The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(A)(2) above before SRO services 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 and shall not waive the District's payment obligations under this Agreement. 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.

D. Duty to Defend: The District shall upon the County's demand, promptly and diligently assume the defense of the County and defend, at the District's sole risk and expense, any and all suits, actions, claims, or proceedings, whether civil or administrative, which may be brought or instituted against the County, its officers or employees, and shall provide a defense under subsection V(A)(1) above, either through the District or through the

District's insurance carrier, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.

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

F. Employment Status and Employment Claims: The SRO is and shall at all time remain an employee of the County and shall not be an employee of the District. The County shall be solely responsible for 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 the employment status or employment related claims arising from SRP coverage provided to the District and the County shall indemnify and defend the District from all such employment related claims.

**V. COUNTY POLICY AGAINST DISCRIMINATION:**

Any type of discrimination and harassment is against Warren County policy and is unlawful. The District acknowledges and agrees it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. 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 the Sheriff, or his designee promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its Board, 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 District and or agent's breach of this Policy.

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 2023-2024, commencing on August 14, 2023 and terminating on June 30, 2024.

**VII. RENEWAL OF AGREEMENT:**

The parties may renew this Agreement, in writing, upon the same terms and conditions as set forth herein for up to two (2) additional one (1) academic school years.

**VIII. AUTHORITY:**

This-Agreement is made and executed pursuant to Resolution No. **000 of 2023**, adopted by the Warren County Board of Supervisors on **Month 00, 2023**, and is made subject to approval of the Glens Falls City School District Board of Education.

**ELECTRONIC SIGNATURE:**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and- all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and- electronic signatures having the same legal effect as original signatures.

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

**RESOLUTION REQUEST FORM NO. 3**

**Request for New Contract**

**DEPARTMENT NAME:** Sheriff

**DATE:** June 20, 2023

- (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) uniformed Patrol Officers to the Hadley-Luzerne Central School District for dedicated School Resource Officer services during the 2023-2024 school year
- (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:** Burgess Ovitt  
Superintendent  
(518) 696-2378
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/14/2023
- (h) **Termination Date of Contract:** 06/30/2024
- (i) **Payment Provisions:**
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$90,000
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually  
1<sup>st</sup> payment of \$45,000 to be invoiced on 01/02/2024  
2<sup>nd</sup> payment of \$45,000 to be invoiced on 06/01/2024
- (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 CENTRAL SCHOOL DISTRICT**

THIS AGREEMENT (the "Agreement") is 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 CENTRAL 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 requested that the Warren County Sheriff provide law enforcement coverage to the District equal to a mutually agreed number of Patrol Officers, Patrol Officers-Part Time, or Special Patrol Officers, which are collectively referred to as "School Resource Officers" (hereafter, "SRO") that will provide services to the District during regularly scheduled school hours and for such other events as requested by the District, and

WHEREAS, the County agrees to provide the services requested during the 2023-2024 school calendar year commencing August 14, 2023 and terminating on June 30, 2024 and renewable by each party, upon the same terms for two (2) additional one (1) year renewal periods, and

WHEREAS, the District agreed to pay the County an amount not to exceed Ninety Thousand Dollars (\$90,000) for the assignment of two (2) such SRO(s) and their services at the Hadley-Luzerne Central School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, by and through the Warren County Sheriff (hereafter, "Sheriff") and the Warren County Sheriff's Office (hereafter, "Sheriff's Office"), agrees to provide SRO services to the District during normal school hours and for such other school events as requested by the District, in accordance with and subject to the terms of this Agreement.

**I. DOCUMENTS:**

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2023**, adopted **Month 00**,

**2023.** These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2023.**

**II. DELIVERY OF SERVICES:**

A. SRO Services Provided

SRO services may be provided by a police officer or a peace officer, as determined solely by the Sheriff. An SRO shall provide the District with assistance in maintaining order and providing security in a school building designated by the District. The typical services provided by an SRO include: providing security by standing at a post or patrolling a designated building; protecting and guarding students, staff, administrators, and members of the general public while present on school grounds; providing general information and direction to visitors on school grounds; safeguarding public property on school grounds; maintaining and updating records as required by the Sheriff's Office or the District; building rapport with students, staff and administrators to promote safety and security; providing assistance during emergency situations; making warrantless arrests and using physical force when required; conducting warrantless searches and seizures when constitutionally permissible and within the assigned special duties; preparing incident reports; appearing at school disciplinary proceedings and Family Court proceedings, as required.

B. Service Area

The County, through the Sheriff's Office, shall provide SRO services in the District's buildings and grounds as requested by the District and upon the approval of the Sheriff or his designee.

C. Quantity of Services

The County will provide the equivalent of two (2) SRO(s) to the District for the entire 2023-2024 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of each SRO shall be capped at 1476 hours for the academic school year and includes such other events conducted by the District for which SRO services are requested and approved, as well as all mandatory training time that an SRO may be required to complete during the term of this Agreement, as determined by the Sheriff or his designee.

D. How Delivered

The scheduling, direction and supervision of an SRO and those matters incidental to the delivery of those services to the District shall be fixed and determined in the sole discretion of the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner that services are provided by an SRO for the District shall be resolved in the sole discretion of the Sheriff, or his Designee, after consultation with the Superintendent of the District, or the Designee.

F. Termination of SRO Services by County

The County possesses the unilateral right to either suspend or terminate this Agreement, upon three (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers.

The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriffs determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriffs statutory duties to the general public of Warren County.

If the County suspends or terminates this Agreement due to insufficient staffing, then the District shall be obligated to pay for the SRO services actually provided based on total school days of service and total hours employed.

**III. CONSIDERATION:**

The Sheriff's Office shall submit an invoice to the District for the sum of Forty-Five Thousand Dollars (\$45,000) twice during the school year, on January 2<sup>nd</sup> and June 1<sup>st</sup>. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Forty-Five Thousand Dollars (\$45,000) as two payments for all SRO services covered under this Agreement for the 2023-2024 school calendar year. The contractual amount due under this Agreement shall be paid and deemed earned by the County without regard for any closures of the District

or their facilities during the school year for any reason, and without regard to the reason(s) or duration of such closures, to include but not limited to acts of God.

**IV. INSURANCE COVERAGE; INDEMNIFICATION; DUTY TO DEFEND; COOPERATION:**

A. Indemnification: 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.

B. Insurance Coverage: 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. 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.

C. Certificate of Insurance: The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(A)(2) above before SRO services 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 and shall not waive the District's payment obligations under this Agreement. 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.

D. Duty to Defend: The District shall upon the County's demand, promptly and diligently assume the defense of the County and defend, at the District's sole risk and expense, any and all suits, actions, claims, or proceedings, whether civil or administrative, which may be brought or instituted against the County, its officers or employees, and shall provide a defense under subsection V(A)(1) above, either through the District or through the

District's insurance carrier, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.

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

F. Employment Status and Employment Claims: The SRO is and shall at all time remain an employee of the County and shall not be an employee of the District. The County shall be solely responsible for 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 the employment status or employment related claims arising from SRP coverage provided to the District and the County shall indemnify and defend the District from all such employment related claims.

**V. COUNTY POLICY AGAINST DISCRIMINATION:**

Any type of discrimination and harassment is against Warren County policy and is unlawful. The District acknowledges and agrees it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. 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 the Sheriff, or his designee promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its Board, 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 District and or agent's breach of this Policy.

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 2023-2024, commencing on August 14, 2023 and terminating on June 30, 2024.

**VII. RENEWAL OF AGREEMENT:**

The parties may renew this Agreement, in writing, upon the same terms and conditions as set forth herein for up to two (2) additional one (1) academic school years.

**VIII. AUTHORITY:**

This-Agreement is made and executed pursuant to Resolution No. **000 of 2023**, adopted by the Warren County Board of Supervisors on **Month 00, 2023**, and is made subject to approval of the Hadley-Luzerne Central School District Board of Education.

**ELECTRONIC SIGNATURE:**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and- all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and- electronic signatures having the same legal effect as original signatures.

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

**RESOLUTION REQUEST FORM NO. 3**

**Request for New Contract**

**DEPARTMENT NAME:** Sheriff

**DATE:** June 20, 2023

- (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) uniformed Patrol Officer to the Johnsborg Central School District for dedicated School Resource Officer services during the 2023-2024 school year
- (c) **Name of Contractor:** Johnsborg 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:** Yes
- (g) **Commencement Date of Contract:** 08/14/2023
- (h) **Termination Date of Contract:** 06/30/2024
- (i) **Payment Provisions:**
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$40,000
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually  
1<sup>st</sup> payment of \$20,000 to be invoiced on 01/02/2024  
2<sup>nd</sup> payment of \$20,000 to be invoiced on 06/01/2024
- (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 - Johnsborg School District  
Public Safety - Other Govt

\* as listed in budget and LOGOS

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

THIS AGREEMENT (the "Agreement") is 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 JOHNSBURG CENTRAL SCHOOL DISTRICT, having its principal offices and place of business located at 165 Main Street, North Creek, New York 12853 (the "District").

WITNESSETH:

WHEREAS, the District requested that the Warren County Sheriff provide law enforcement coverage to the District equal to a mutually agreed number of Patrol Officers, Patrol Officers-Part Time, or Special Patrol Officers, which are collectively referred to as "School Resource Officers" (hereafter, "SRO") that will provide services to the District during regularly scheduled school hours and for such other events as requested by the District, and

WHEREAS, the County agrees to provide the services requested during the 2023-2024 school calendar year commencing August 14, 2023 and terminating on June 30, 2024 and renewable by each party, upon the same terms for two (2) additional one (1) year renewal periods, and

WHEREAS, the District agreed to pay the County an amount not to exceed Forty Thousand Dollars (\$40,000) for the assignment of one (1) such SRO(s) and their services at the Johnsburg Central School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, by and through the Warren County Sheriff (hereafter, "Sheriff") and the Warren County Sheriff's Office (hereafter, "Sheriff's Office"), agrees to provide SRO services to the District during normal school hours and for such other school events as requested by the District, in accordance with and subject to the terms of this Agreement.

**I. DOCUMENTS:**

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2023**, adopted **Month 00**,

2023. These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. 000 of 2023.

**II. DELIVERY OF SERVICES:**

A. SRO Services Provided

SRO services may be provided by a police officer or a peace officer, as determined solely by the Sheriff. An SRO shall provide the District with assistance in maintaining order and providing security in a school building designated by the District. The typical services provided by an SRO include: providing security by standing at a post or patrolling a designated building; protecting and guarding students, staff, administrators, and members of the general public while present on school grounds; providing general information and direction to visitors on school grounds; safeguarding public property on school grounds; maintaining and updating records as required by the Sheriff's Office or the District; building rapport with students, staff and administrators to promote safety and security; providing assistance during emergency situations; making warrantless arrests and using physical force when required; conducting warrantless searches and seizures when constitutionally permissible and within the assigned special duties; preparing incident reports; appearing at school disciplinary proceedings and Family Court proceedings, as required.

B. Service Area

The County, through the Sheriff's Office, shall provide SRO services in the District's buildings and grounds as requested by the District and upon the approval of the Sheriff or his designee.

C. Quantity of Services

The County will provide the equivalent of one (1) SRO to the District for the entire 2023-2024 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 1476 hours for the academic school year and includes such other events conducted by the District for which SRO services are requested and approved, as well as all mandatory training time that an SRO may be required to complete during the term of this Agreement, as determined by the Sheriff or his designee.

D. How Delivered

The scheduling, direction and supervision of an SRO and those matters incidental to the delivery of those services to the District shall be fixed and determined in the sole discretion of the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner that services are provided by an SRO for the District shall be resolved in the sole discretion of the Sheriff, or his Designee, after consultation with the Superintendent of the District, or the Designee.

F. Termination of SRO Services by County

The County possesses the unilateral right to either suspend or terminate this Agreement, upon three (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers.

The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

If the County suspends or terminates this Agreement due to insufficient staffing, then the District shall be obligated to pay for the SRO services actually provided based on total school days of service and total hours employed.

**III. CONSIDERATION:**

The Sheriff's Office shall submit an invoice to the District for the sum of Twenty Thousand Dollars (\$20,000) twice during the school year, on January 2<sup>nd</sup> and June 1<sup>st</sup>. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Twenty Thousand Dollars (\$20,000) as two payments for all SRO services covered under this Agreement for the 2023-2024 school calendar year. The contractual amount due under this Agreement shall be paid and deemed earned by the County without regard for any closures of the District or their

facilities during the school year for any reason, and without regard to the reason(s) or duration of such closures, to include but not limited to acts of God.

**IV. INSURANCE COVERAGE; INDEMNIFICATION; DUTY TO DEFEND; COOPERATION:**

A. Indemnification: 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.

B. Insurance Coverage: 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. 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.

C. Certificate of Insurance: The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(A)(2) above before SRO services 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 and shall not waive the District's payment obligations under this Agreement. 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.

D. Duty to Defend: The District shall upon the County's demand, promptly and diligently assume the defense of the County and defend, at the District's sole risk and expense, any and all suits, actions, claims, or proceedings, whether civil or administrative, which may be brought or instituted against the County, it's officers or employees, and shall provide a defense under subsection V(A)(1) above, either through the District or through the

District's insurance carrier, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.

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

F. Employment Status and Employment Claims: The SRO is and shall at all time remain an employee of the County and shall not be an employee of the District. The County shall be solely responsible for 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 the employment status or employment related claims arising from SRP coverage provided to the District and the County shall indemnify and defend the District from all such employment related claims.

**V. COUNTY POLICY AGAINST DISCRIMINATION:**

Any type of discrimination and harassment is against Warren County policy and is unlawful. The District acknowledges and agrees it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. 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 the Sheriff, or his designee promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its Board, 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 District and or agent's breach of this Policy.

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 2023-2024, commencing on August 14, 2023 and terminating on June 30, 2024.

**VII. RENEWAL OF AGREEMENT:**

The parties may renew this Agreement, in writing, upon the same terms and conditions as set forth herein for up to two (2) additional one (1) academic school years.

**VIII. AUTHORITY:**

This-Agreement is made and executed pursuant to Resolution No. **000 of 2023**, adopted by the Warren County Board of Supervisors on **Month 00, 2023**, and is made subject to approval of the Johnsburg Central School District Board of Education.

**ELECTRONIC SIGNATURE:**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and- all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and- electronic signatures having the same legal effect as original signatures.

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

**RESOLUTION REQUEST FORM NO. 3**

**Request for New Contract**

**DEPARTMENT NAME:** Sheriff

**DATE:** June 20, 2023

- (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) uniformed Patrol Officers to the Lake George Central School District for dedicated School Resource Officer services during the 2023-2024 school year
- (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:** John Luthringer  
Superintendent  
(518) 668-5456 ext. 1207
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/14/2023
- (h) **Termination Date of Contract:** 06/30/2024
- (i) **Payment Provisions:**
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$80,000
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually  
1<sup>st</sup> payment of \$40,000 to be invoiced on 01/02/2024  
2<sup>nd</sup> payment of \$40,000 to be invoiced on 06/01/2024
- (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 (the "Agreement") is 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 requested that the Warren County Sheriff provide law enforcement coverage to the District equal to a mutually agreed number of Patrol Officers, Patrol Officers-Part Time, or Special Patrol Officers, which are collectively referred to as "School Resource Officers" (hereafter, "SRO") that will provide services to the District during regularly scheduled school hours and for such other events as requested by the District, and

WHEREAS, the County agrees to provide the services requested during the 2023-2024 school calendar year commencing August 14, 2023 and terminating on June 30, 2024 and renewable by each party, upon the same terms for two (2) additional one (1) year renewal periods, and

WHEREAS, the District agreed to pay the County an amount not to exceed Eighty Thousand Dollars (\$80,000) for the assignment of two (2) such SRO(s) and their services at the Lake George Central School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, by and through the Warren County Sheriff (hereafter, "Sheriff") and the Warren County Sheriff's Office (hereafter, "Sheriff's Office"), agrees to provide SRO services to the District during normal school hours and for such other school events as requested by the District, in accordance with and subject to the terms of this Agreement.

**I. DOCUMENTS:**

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2023**, adopted **Month 00**,

**2023.** These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2023.**

**II. DELIVERY OF SERVICES:**

A. SRO Services Provided

SRO services may be provided by a police officer or a peace officer, as determined solely by the Sheriff. An SRO shall provide the District with assistance in maintaining order and providing security in a school building designated by the District. The typical services provided by an SRO include: providing security by standing at a post or patrolling a designated building; protecting and guarding students, staff, administrators, and members of the general public while present on school grounds; providing general information and direction to visitors on school grounds; safeguarding public property on school grounds; maintaining and updating records as required by the Sheriff's Office or the District; building rapport with students, staff and administrators to promote safety and security; providing assistance during emergency situations; making warrantless arrests and using physical force when required; conducting warrantless searches and seizures when constitutionally permissible and within the assigned special duties; preparing incident reports; appearing at school disciplinary proceedings and Family Court proceedings, as required.

B. Service Area

The County, through the Sheriff's Office, shall provide SRO services in the District's buildings and grounds as requested by the District and upon the approval of the Sheriff or his designee.

C. Quantity of Services

The County will provide the equivalent of two (2) SRO(s) to the District for the entire 2023-2024 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 1476 hours for the academic school year and includes such other events conducted by the District for which SRO services are requested and approved, as well as all mandatory training time that an SRO may be required to complete during the term of this Agreement, as determined by the Sheriff or his designee.

D. How Delivered

The scheduling, direction and supervision of an SRO and those matters incidental to the delivery of those services to the District shall be fixed and determined in the sole discretion of the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner that services are provided by an SRO for the District shall be resolved in the sole discretion of the Sheriff, or his Designee, after consultation with the Superintendent of the District, or the Designee.

F. Termination of SRO Services by County

The County possesses the unilateral right to either suspend or terminate this Agreement, upon three (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers.

The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

If the County suspends or terminates this Agreement due to insufficient staffing, then the District shall be obligated to pay for the SRO services actually provided based on total school days of service and total hours employed.

**III. CONSIDERATION:**

The Sheriff's Office shall submit an invoice to the District for the sum of Forty Thousand Dollars (\$40,000) twice during the school year, on January 2<sup>nd</sup> and June 1<sup>st</sup>. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Forty Thousand Dollars (\$40,000) as two payments for all SRO services covered under this Agreement for the 2023-2024 school calendar year. The contractual amount due under this Agreement shall be paid and deemed earned by the County without regard for any closures of the District or their

facilities during the school year for any reason, and without regard to the reason(s) or duration of such closures, to include but not limited to acts of God.

**IV. INSURANCE COVERAGE; INDEMNIFICATION; DUTY TO DEFEND; COOPERATION:**

A. Indemnification: 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.

B. Insurance Coverage: 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. 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.

C. Certificate of Insurance: The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(A)(2) above before SRO services 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 and shall not waive the District's payment obligations under this Agreement. 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.

D. Duty to Defend: The District shall upon the County's demand, promptly and diligently assume the defense of the County and defend, at the District's sole risk and expense, any and all suits, actions, claims, or proceedings, whether civil or administrative, which may be brought or instituted against the County, its officers or employees, and shall provide a defense under subsection V(A)(1) above, either through the District or through the

District's insurance carrier, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.

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

F. Employment Status and Employment Claims: The SRO is and shall at all time remain an employee of the County and shall not be an employee of the District. The County shall be solely responsible for 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 the employment status or employment related claims arising from SRP coverage provided to the District and the County shall indemnify and defend the District from all such employment related claims.

**V. COUNTY POLICY AGAINST DISCRIMINATION:**

Any type of discrimination and harassment is against Warren County policy and is unlawful. The District acknowledges and agrees it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. 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 the Sheriff, or his designee promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its Board, 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 District and or agent's breach of this Policy.

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 2023-2024, commencing on August 14, 2023 and terminating on June 30, 2024.

**VII. RENEWAL OF AGREEMENT:**

The parties may renew this Agreement, in writing, upon the same terms and conditions as set forth herein for up to two (2) additional one (1) academic school years.

**VIII. AUTHORITY:**

This-Agreement is made and executed pursuant to Resolution No. **000 of 2023**, adopted by the Warren County Board of Supervisors on **Month 00, 2023**, and is made subject to approval of the Lake George Central School District Board of Education.

**ELECTRONIC SIGNATURE:**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and- all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and- electronic signatures having the same legal effect as original signatures.

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

**RESOLUTION REQUEST FORM NO. 3**

**Request for New Contract**

**DEPARTMENT NAME:** Sheriff

**DATE:** June 20, 2023

- (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 uniformed Patrol Officers to the North Warren Central School District for dedicated School Resource Officer services during the 2023-2024 school year
- (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:** Yes
- (g) **Commencement Date of Contract:** 08/14/2023
- (h) **Termination Date of Contract:** 06/30/2024
- (i) **Payment Provisions:**
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$40,000
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually  
1<sup>st</sup> payment of \$20,000 to be invoiced on 01/02/2024  
2<sup>nd</sup> payment of \$20,000 to be invoiced on 06/01/2024
- (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 (the "Agreement") is 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 requested that the Warren County Sheriff provide law enforcement coverage to the District equal to a mutually agreed number of Patrol Officers, Patrol Officers-Part Time, or Special Patrol Officers, which are collectively referred to as "School Resource Officers" (hereafter, "SRO") that will provide services to the District during regularly scheduled school hours and for such other events as requested by the District, and

WHEREAS, the County agrees to provide the services requested during the 2023-2024 school calendar year commencing August 14, 2023 and terminating on June 30, 2024 and renewable by each party, upon the same terms for two (2) additional one (1) year renewal periods, and

WHEREAS, the District agreed to pay the County an amount not to exceed Forty Thousand Dollars (\$40,000) for the assignment of one (1) such SRO(s) and their services at the North Warren Central School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, by and through the Warren County Sheriff (hereafter, "Sheriff") and the Warren County Sheriff's Office (hereafter, "Sheriff's Office"), agrees to provide SRO services to the District during normal school hours and for such other school events as requested by the District, in accordance with and subject to the terms of this Agreement.

**I. DOCUMENTS:**

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2023**, adopted **Month 00**,

2023. These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. 000 of 2023.

**II. DELIVERY OF SERVICES:**

A. SRO Services Provided

SRO services may be provided by a police officer or a peace officer, as determined solely by the Sheriff. An SRO shall provide the District with assistance in maintaining order and providing security in a school building designated by the District. The typical services provided by an SRO include: providing security by standing at a post or patrolling a designated building; protecting and guarding students, staff, administrators, and members of the general public while present on school grounds; providing general information and direction to visitors on school grounds; safeguarding public property on school grounds; maintaining and updating records as required by the Sheriff's Office or the District; building rapport with students, staff and administrators to promote safety and security; providing assistance during emergency situations; making warrantless arrests and using physical force when required; conducting warrantless searches and seizures when constitutionally permissible and within the assigned special duties; preparing incident reports; appearing at school disciplinary proceedings and Family Court proceedings, as required.

B. Service Area

The County, through the Sheriff's Office, shall provide SRO services in the District's buildings and grounds as requested by the District and upon the approval of the Sheriff or his designee.

C. Quantity of Services

The County will provide the equivalent of one (1) SRO to the District for the entire 2023-2024 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 1476 hours for the academic school year and includes such other events conducted by the District for which SRO services are requested and approved, as well as all mandatory training time that an SRO may be required to complete during the term of this Agreement, as determined by the Sheriff or his designee.

D. How Delivered

The scheduling, direction and supervision of an SRO and those matters incidental to the delivery of those services to the District shall be fixed and determined in the sole discretion of the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner that services are provided by an SRO for the District shall be resolved in the sole discretion of the Sheriff, or his Designee, after consultation with the Superintendent of the District, or the Designee.

F. Termination of SRO Services by County

The County possesses the unilateral right to either suspend or terminate this Agreement, upon three (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers.

The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

If the County suspends or terminates this Agreement due to insufficient staffing, then the District shall be obligated to pay for the SRO services actually provided based on total school days of service and total hours employed.

**III. CONSIDERATION:**

The Sheriff's Office shall submit an invoice to the District for the sum of Twenty Thousand Dollars (\$20,000) twice during the school year, on January 2<sup>nd</sup> and June 1<sup>st</sup>. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Twenty Thousand Dollars (\$20,000) as two payments for all SRO services covered under this Agreement for the 2023-2024 school calendar year. The contractual amount due under this Agreement shall be paid and deemed earned by the County without regard for any closures of the District or their

facilities during the school year for any reason, and without regard to the reason(s) or duration of such closures, to include but not limited to acts of God.

**IV. INSURANCE COVERAGE; INDEMNIFICATION; DUTY TO DEFEND; COOPERATION:**

A. Indemnification: 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.

B. Insurance Coverage: 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. 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.

C. Certificate of Insurance: The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(A)(2) above before SRO services 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 and shall not waive the District's payment obligations under this Agreement. 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.

D. Duty to Defend: The District shall upon the County's demand, promptly and diligently assume the defense of the County and defend, at the District's sole risk and expense, any and all suits, actions, claims, or proceedings, whether civil or administrative, which may be brought or instituted against the County, its officers or employees, and shall provide a defense under subsection V(A)(1) above, either through the District or through the

District's insurance carrier, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.

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

F. Employment Status and Employment Claims: The SRO is and shall at all time remain an employee of the County and shall not be an employee of the District. The County shall be solely responsible for 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 the employment status or employment related claims arising from SRP coverage provided to the District and the County shall indemnify and defend the District from all such employment related claims.

**V. COUNTY POLICY AGAINST DISCRIMINATION:**

Any type of discrimination and harassment is against Warren County policy and is unlawful. The District acknowledges and agrees it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. 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 the Sheriff, or his designee promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its Board, 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 District and or agent's breach of this Policy.

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 2023-2024, commencing on August 14, 2023 and terminating on June 30, 2024.

**VII. RENEWAL OF AGREEMENT:**

The parties may renew this Agreement, in writing, upon the same terms and conditions as set forth herein for up to two (2) additional one (1) academic school years.

**VIII. AUTHORITY:**

This-Agreement is made and executed pursuant to Resolution No. **000 of 2023**, adopted by the Warren County Board of Supervisors on **Month 00, 2023**, and is made subject to approval of the North Warren Central School District Board of Education.

**ELECTRONIC SIGNATURE:**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and- all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and- electronic signatures having the same legal effect as original signatures.

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

**RESOLUTION REQUEST FORM NO. 3****Request for New Contract**

DEPARTMENT NAME: Sheriff

DATE: June 20, 2023

- (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) full-time uniformed Patrol Officer and one (1) part-time uniformed Patrol Officer to the Queensbury Union Free School District for dedicated School Resource Officer services during the 2023-2024 school year
- (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:** Yes
- (g) **Commencement Date of Contract:** 08/14/2023
- (h) **Termination Date of Contract:** 06/30/2024
- (i) **Payment Provisions:** i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$137,000  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually  
1<sup>st</sup> payment of \$68,500 to be invoiced on 01/02/2024  
2<sup>nd</sup> payment of \$68,500 to be invoiced on 06/01/2024
- (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 (the "Agreement") is 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 425 Aviation Road, Queensbury, New York 12804 (the "District").

WITNESSETH:

WHEREAS, the District requested that the Warren County Sheriff provide law enforcement coverage to the District equal to a mutually agreed number of Patrol Officers, Patrol Officers-Part Time, or Special Patrol Officers, which are collectively referred to as "School Resource Officers" (hereafter, "SRO") that will provide services to the District during regularly scheduled school hours and for such other events as requested by the District, and

WHEREAS, the County agrees to provide the services requested during the 2023-2024 school calendar year commencing August 14, 2023 and terminating on June 30, 2024 and renewable by each party, upon the same terms for two (2) additional one (1) year renewal periods, and

WHEREAS, the District agreed to pay the County an amount not to exceed One Hundred Thirty-Seven Thousand Dollars (\$137,000) for the assignment of two (2) such SRO(s) and their services at the Queensbury Union Free School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, by and through the Warren County Sheriff (hereafter, "Sheriff") and the Warren County Sheriff's Office (hereafter, "Sheriff's Office"), agrees to provide SRO services to the District during normal school hours and for such other school events as requested by the District, in accordance with and subject to the terms of this Agreement.

**I. DOCUMENTS:**

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2023**, adopted **Month 00**,

**2023.** These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2023.**

**II. DELIVERY OF SERVICES:**

A. SRO Services Provided

SRO services may be provided by a police officer or a peace officer, as determined solely by the Sheriff. An SRO shall provide the District with assistance in maintaining order and providing security in a school building designated by the District. The typical services provided by an SRO include: providing security by standing at a post or patrolling a designated building; protecting and guarding students, staff, administrators, and members of the general public while present on school grounds; providing general information and direction to visitors on school grounds; safeguarding public property on school grounds; maintaining and updating records as required by the Sheriff's Office or the District; building rapport with students, staff and administrators to promote safety and security; providing assistance during emergency situations; making warrantless arrests and using physical force when required; conducting warrantless searches and seizures when constitutionally permissible and within the assigned special duties; preparing incident reports; appearing at school disciplinary proceedings and Family Court proceedings, as required.

B. Service Area

The County, through the Sheriff's Office, shall provide SRO services in the District's buildings and grounds as requested by the District and upon the approval of the Sheriff or his designee.

C. Quantity of Services

The County will provide the equivalent of two (2) SRO(s) to the District for the entire 2023-2024 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 1476 hours for the academic school year, unless additional hours are approved by the Sheriff or his designee, and includes such other events conducted by the District for which SRO services are requested and approved, as well as all mandatory training time that an SRO may be required to complete during the term of this Agreement, as determined by the Sheriff or his designee.

D. How Delivered

The scheduling, direction and supervision of an SRO and those matters incidental to the delivery of those services to the District shall be fixed and determined in the sole discretion of the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner that services are provided by an SRO for the District shall be resolved in the sole discretion of the Sheriff, or his Designee, after consultation with the Superintendent of the District, or the Designee.

F. Termination of SRO Services by County

The County possesses the unilateral right to either suspend or terminate this Agreement, upon three (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers.

The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

If the County suspends or terminates this Agreement due to insufficient staffing, then the District shall be obligated to pay for the SRO services actually provided based on total school days of service and total hours employed.

**III. CONSIDERATION:**

The Sheriff's Office shall submit an invoice to the District for the sum of Sixty-Eight Thousand Five Hundred Dollars (\$68,500) twice during the school year, on January 2<sup>nd</sup> and June 1<sup>st</sup>. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Sixty-Eight Thousand Five Hundred Dollars (\$68,500) as two payments for all SRO services covered under this Agreement for the 2023-2024 school calendar year. The contractual amount due under this Agreement shall be paid and deemed earned by the County without regard for

any closures of the District or their facilities during the school year for any reason, and without regard to the reason(s) or duration of such closures, to include but not limited to acts of God.

**IV. INSURANCE COVERAGE; INDEMNIFICATION; DUTY TO DEFEND; COOPERATION:**

A. Indemnification: 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.

B. Insurance Coverage: 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. 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.

C. Certificate of Insurance: The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(A)(2) above before SRO services 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 and shall not waive the District's payment obligations under this Agreement. 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.

D. Duty to Defend: The District shall upon the County's demand, promptly and diligently assume the defense of the County and defend, at the District's sole risk and expense, any and all suits, actions, claims, or proceedings, whether civil or administrative, which may be brought or instituted against the County, its officers or employees, and shall provide a defense under subsection V(A)(1) above, either through the District or through the

District's insurance carrier, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.

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

F. Employment Status and Employment Claims: The SRO is and shall at all time remain an employee of the County and shall not be an employee of the District. The County shall be solely responsible for 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 the employment status or employment related claims arising from SRP coverage provided to the District and the County shall indemnify and defend the District from all such employment related claims.

**V. COUNTY POLICY AGAINST DISCRIMINATION:**

Any type of discrimination and harassment is against Warren County policy and is unlawful. The District acknowledges and agrees it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. 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 the Sheriff, or his designee promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its Board, 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 District and or agent's breach of this Policy.

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 2023-2024, commencing on August 14, 2023 and terminating on June 30, 2024.

**VII. RENEWAL OF AGREEMENT:**

The parties may renew this Agreement, in writing, upon the same terms and conditions as set forth herein for up to two (2) additional one (1) academic school years.

**VIII. AUTHORITY:**

This-Agreement is made and executed pursuant to Resolution No. **000 of 2023**, adopted by the Warren County Board of Supervisors on **Month 00, 2023**, and is made subject to approval of the Queensbury Union Free School District Board of Education.

**ELECTRONIC SIGNATURE:**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and- all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and- electronic signatures having the same legal effect as original signatures.

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

**RESOLUTION REQUEST FORM NO. 3**

**Request for New Contract**

**DEPARTMENT NAME:** Sheriff

**DATE:** June 20, 2023

- (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) uniformed Patrol Officers to the Warrensburg Central School District for dedicated School Resource Officer services during the 2023-2024 school year
- (c) **Name of Contractor:** Warrensburg Central School District
- (d) **Address of Contractor:** 103 Schroon River Road, Warrensburg NY 12885
- (e) **Contractor's Contact Person and Telephone Number:** Amy Langworthy  
Superintendent  
(518) 623-2861
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/14/2023
- (h) **Termination Date of Contract:** 06/30/2024
- (i) **Payment Provisions:** i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$80,000  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually  
1<sup>st</sup> payment of \$40,000 to be invoiced on 01/02/2024  
2<sup>nd</sup> payment of \$40,000 to be invoiced on 06/01/2024
- (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.3120.1008 2260 School Resource Officers - Warrensburg School District  
Public Safety - Other Govt

\* as listed in budget and LOGOS

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

THIS AGREEMENT (the "Agreement") is 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 WARRENSBURG CENTRAL SCHOOL DISTRICT, having its principal offices and place of business located at 103 Schroon River Road, Warrensburg, New York 12885 (the "District").

WITNESSETH:

WHEREAS, the District requested that the Warren County Sheriff provide law enforcement coverage to the District equal to a mutually agreed number of Patrol Officers, Patrol Officers-Part Time, or Special Patrol Officers, which are collectively referred to as "School Resource Officers" (hereafter, "SRO") that will provide services to the District during regularly scheduled school hours and for such other events as requested by the District, and

WHEREAS, the County agrees to provide the services requested during the 2023-2024 school calendar year commencing August 14, 2023 and terminating on June 30, 2024 and renewable by each party, upon the same terms for two (2) additional one (1) year renewal periods, and

WHEREAS, the District agreed to pay the County an amount not to exceed Eighty Thousand Dollars (\$80,000) for the assignment of two (2) such SRO(s) and their services at the Warrensburg Central School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The County of Warren, by and through the Warren County Sheriff (hereafter, "Sheriff") and the Warren County Sheriff's Office (hereafter, "Sheriff's Office"), agrees to provide SRO services to the District during normal school hours and for such other school events as requested by the District, in accordance with and subject to the terms of this Agreement.

**I. DOCUMENTS:**

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to

include naming the County of Warren an additional insured; and Resolution No. **000 of 2023**, adopted **Month 00, 2023**. These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2023**.

**II. DELIVERY OF SERVICES:**

A. SRO Services Provided

SRO services may be provided by a police officer or a peace officer, as determined solely by the Sheriff. An SRO shall provide the District with assistance in maintaining order and providing security in a school building designated by the District. The typical services provided by an SRO include: providing security by standing at a post or patrolling a designated building; protecting and guarding students, staff, administrators, and members of the general public while present on school grounds; providing general information and direction to visitors on school grounds; safeguarding public property on school grounds; maintaining and updating records as required by the Sheriff's Office or the District; building rapport with students, staff and administrators to promote safety and security; providing assistance during emergency situations; making warrantless arrests and using physical force when required; conducting warrantless searches and seizures when constitutionally permissible and within the assigned special duties; preparing incident reports; appearing at school disciplinary proceedings and Family Court proceedings, as required.

B. Service Area

The County, through the Sheriff's Office, shall provide SRO services in the District's buildings and grounds as requested by the District and upon the approval of the Sheriff or his designee.

C. Quantity of Services

The County will provide the equivalent of two (2) SRO(s) to the District for the entire 2023-2024 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 1476 hours for the academic school year and includes such other events conducted by the District for which SRO services are requested and approved, as well as

all mandatory training time that an SRO may be required to complete during the term of this Agreement, as determined by the Sheriff or his designee.

D. How Delivered

The scheduling, direction and supervision of an SRO and those matters incidental to the delivery of those services to the District shall be fixed and determined in the sole discretion of the Sheriff.

E. Dispute Resolution

Any conflict between the parties regarding the extent or manner that services are provided by an SRO for the District shall be resolved in the sole discretion of the Sheriff, or his Designee, after consultation with the Superintendent of the District, or the Designee.

F. Termination of SRO Services by County

The County possesses the unilateral right to either suspend or terminate this Agreement, upon three (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers.

The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

If the County suspends or terminates this Agreement due to insufficient staffing, then the District shall be obligated to pay for the SRO services actually provided based on total school days of service and total hours employed.

**III. CONSIDERATION:**

The Sheriff's Office shall submit an invoice to the District for the sum of Forty Thousand Dollars (\$40,000) twice during the school year, on January 2<sup>nd</sup> and June 1<sup>st</sup>. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Forty Thousand Dollars (\$40,000) as two payments for all SRO services covered under this Agreement for the 2023-2024 school calendar year. The contractual amount due under this

Agreement shall be paid and deemed earned by the County without regard for any closures of the District or their facilities during the school year for any reason, and without regard to the reason(s) or duration of such closures, to include but not limited to acts of God.

**IV. INSURANCE COVERAGE; INDEMNIFICATION; DUTY TO DEFEND; COOPERATION:**

A. Indemnification: 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.

B. Insurance Coverage: 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. 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.

C. Certificate of Insurance: The District shall furnish to the County Certificate(s) of Insurance evidencing coverage stipulated in paragraph V(A)(2) above before SRO services 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 and shall not waive the District's payment obligations under this Agreement. 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.

D. Duty to Defend: The District shall upon the County's demand, promptly and diligently assume the defense of the County and defend, at the District's sole risk and expense, any and all suits, actions, claims, or proceedings, whether civil or administrative, which may be brought or instituted against the County, its officers or

employees, and shall provide a defense under subsection V(A)(l) above, either through the District or through the District's insurance carrier, and the District shall pay and satisfy any judgement, decree, loss, or settlement in connection therewith.

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

F. Employment Status and Employment Claims: The SRO is and shall at all time remain an employee of the County and shall not be an employee of the District. The County shall be solely responsible for 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 the employment status or employment related claims arising from SRP coverage provided to the District and the County shall indemnify and defend the District from all such employment related claims.

**V. COUNTY POLICY AGAINST DISCRIMINATION:**

Any type of discrimination and harassment is against Warren County policy and is unlawful. The District acknowledges and agrees it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. 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 the Sheriff, or his designee promptly. To the fullest extent permitted by law, the District shall indemnify, hold harmless and defend Warren County, its Board, 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 District and or agent's breach of this Policy.

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 2023-2024, commencing on August 14, 2023 and terminating on June 30, 2024.

**VII. RENEWAL OF AGREEMENT:**

The parties may renew this Agreement, in writing, upon the same terms and conditions as set forth herein for up to two (2) additional one (1) academic school years.

**VIII. AUTHORITY:**

This-Agreement is made and executed pursuant to Resolution No. **000 of 2023**, adopted by the Warren County Board of Supervisors on **Month 00, 2023**, and is made subject to approval of the Warrensburg Central School District Board of Education.

**ELECTRONIC SIGNATURE:**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and- all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and- electronic signatures having the same legal effect as original signatures.

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

**RESOLUTION REQUEST FORM NO. 3**

***Request for New Contract***

**DEPARTMENT NAME:** Sheriff

**DATE:** June 20, 2023

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Unlimited support and maintenance of the Correctional Facility's Black Creek SallyPort inmate records management system software
- (c) **Name of Contractor:** Black Creek Integrated Systems Corporation
- (d) **Address of Contractor:** P.O. Box 101747, Irondale AL 35210
- (e) **Contractor's Contact Person and Telephone Number:** Linda Albonetti  
Customer Support  
(205) 949-9905
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 01/01/2024
- (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 \$31,215  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (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 \$31,215

\* as listed in budget and LOGOS



**BLACK CREEK INTEGRATED SYSTEMS CORP.  
SALLY•PORT® SUPPORT PLAN  
EFFECTIVE 7/1/22**

Page 1 of 1

**SALLY•PORT® UNLIMITED SUPPORT PLAN**

Black Creek's **Sally•Port®** Unlimited Support Plan is an enhanced plan with no limits on the amount of telephone contact time with Black Creek technical support personnel. It was designed for agencies who depend on a quick response time when faced with questions concerning their software and its operation and who wish to budget a single annual amount for that support. This comprehensive plan includes the following features:

- Unlimited hours of telephone assistance from persons skilled in the use and support of **Sally•Port®** during normal business hours<sup>1</sup>.
- One hour response time to inquiries - Black Creek will make every attempt to contact you within one business day hour of receipt of an inquiry.
- Software updates - Black Creek will provide updates to the software as they are issued during the life of the Plan.
- E-mail notification of software notices and updates.
- Remote software support - A Black Creek Technical Support Representative will "log on" to your system from Black Creek's facility in Moody, Alabama to assist in problem resolution.
- Discount on additional software training, support and services - Plan customers will be extended Level 1 Account pricing as reflected in the current version of Black Creek's Extended Services Rate Sheet during the life of the Plan.
- Membership in **Sally•Port®** Users' Group.

Plan terms are effective for the period January 1<sup>st</sup> to December 31<sup>st</sup>.

Black Creek's **Sally•Port®** Unlimited Support Plan, in addition to providing user support, also protects the Owner's investment in the software by guarding against obsolescence, thereby maintaining its value.

<sup>1</sup>See Extended Services Rate Sheet for descriptions of Normal, Out of Coverage, and Holiday hours.



Black Creek Integrated Systems Corporation  
 P. O. Box 101747  
 Irondale, AL 35210  
 Ph.: (205) 949-9900  
 Fax.: (205) 949-9910

**QUOTATION**

Date	Number	Revision
6/15/2023	SP05009.24	

Terms	Ship Via	Freight	F.O.B.	Delivery
Due On Invoice Receipt	n/a	n/a	n/a	n/a

**To:**

Capt. Al Maday  
 Warren County Sheriff's Department  
 1400 State Route 9  
 Lake George NY 12845  
[Albert.Maday@WarrenCountySheriffNY.us](mailto:Albert.Maday@WarrenCountySheriffNY.us)

Description	Amount
<p><b>SallyPort NY Unlimited Support Plan</b>            For Period 1/1/2024 Through 12/31/2024            See attached for plan description</p> <p>Quotation is based on number of software licenses at the time of quotation.            Invoice will be based on number of software licenses at the time of renewal.</p> <p><b>Software Support Pricing Detail</b></p> <p>SallyPort Software            (15) SallyPort User License            Vine NY Interface            Telephone PIN I/F</p>	<p><b>2024 Pricing</b></p> <p>\$ 11,640.00            \$ 17,475.00            \$ 990.00            \$ 1,110.00</p>
<b>Total Quotation Amount</b>	<b>\$31,215.00</b>



**BLACK CREEK INTEGRATED SYSTEMS CORP.  
EXTENDED SERVICES RATE SHEET  
EFFECTIVE 7/1/22**

	Standard Rate	Level 1 Accounts	Level 2 Accounts	Level 3 - 5 Accounts
<b>Telephone Support Hourly Rates (During Normal Business Hours<sup>1</sup>)</b>				
Technical Support Specialist	\$217.00	\$185.00	\$185.00	\$185.00
Software Developer	\$253.00	\$215.00	\$215.00	\$215.00
Engineer	\$253.00	\$215.00	\$215.00	\$215.00
Electronics Technician	\$194.00	\$165.00	\$165.00	\$165.00
Documents Maintenance Surcharge	\$300.00/Call	Waived	Waived	Waived
<b>Parts Sales</b>				
Parts Discount	- 0 -	15%	15%	15%
Minimum Parts Order	\$100.00	- 0 -	- 0 -	- 0 -
Handling Charge	\$50.00/ Shipment	\$30.00/ Shipment	\$30.00/Shipment	\$30.00/Shipment
Shipping Charge	At Cost	At Cost	At Cost	At Cost
<b>On-Site Service Support Hourly Labor Rates (During Normal Business Hours<sup>1</sup>)</b>				
<b>(Rates are portal to portal)</b>				
Software Developer	\$333.00	\$284.00	\$284.00	\$284.00
Engineer	\$333.00	\$284.00	\$284.00	\$284.00
Electronics Technician	\$239.00	\$203.00	\$203.00	\$203.00
<b>On-Site Service Support Travel Rates</b>				
Technician Travel (Round Trip)	\$97.00/Hr.	\$83.00/Hr.	\$83.00/Hr.	\$83.00/Hr.
Service Truck (Round Trip)	\$2.25/mi.	\$2.00/mi.	\$2.00/mi.	\$2.00/mi.
Air Fare	At Cost	At Cost	At Cost	At Cost
Car Rental	At Cost	At Cost	At Cost	At Cost
Hotel	At Cost	At Cost	At Cost	At Cost
Per Diem	\$60.00/Day	\$50.00/Day	\$50.00/Day	\$50.00/Day
<b>Upcharge Options</b>				
Out Of Coverage Hours <sup>2</sup>	1.5 Times Standard Rate	1.5 Times Contract Rate	1.5 Times Contract Rate	1.5 Times Contract Rate
Sundays/Holidays <sup>3</sup>	2 Times Standard Rate	2 Times Contract Rate	2 Times Contract Rate	2 Times Contract Rate

<sup>1</sup> Normal Business Hours are defined as 7:30 A.M. - 5:30 P.M. Central Time, Monday – Friday.

<sup>2</sup> Out Of Coverage hours are defined as any hours outside of normal business hours and/or any hours in excess of eight (8) hours onsite per day.

<sup>3</sup> Sundays and Holidays are defined as any Sunday and national holidays, or any holidays observed by the facility being serviced.

**Black Creek Integrated Systems Corporation**  
P.O. Box 101747 Irondale, AL 35210 Ph. (205)949-9900

## SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, is made by and between the COUNTY OF WARREN ("County"), a municipal corporation of the State of New York, having a principal place of business located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, and BLACK CREEK INTEGRATED SYSTEMS CORPORATION ("Provider"), P.O. Box 101747, Irondale, Alabama 35210.

1. The County and the Provider agree that the Provider will provide an unlimited support plan for the SallyPort NY booking and inmate management software and hardware at the Warren County Correctional Facility, as more specifically described in Schedule "A".

2. In consideration of the services to be performed by the Provider, the County shall pay the Provider a lump sum amount not to exceed Seventy-Nine Thousand Three Hundred Seventy-Nine Dollars (\$79,379) for a three (3) year term commencing on January 1, 2021 and terminating on December 31, 2023, based on the annual amounts listed below and referenced on the attached Schedule "A:"

Year 2021 \$25,937.50  
Year 2022 \$ 26,456.25  
Year 2023 \$ 26,985.25

The County shall not be liable to the Provider for any additional work or other services and/or expenses unless otherwise agreed to in writing by the County.

3. Relationship of the parties:

- a. The relationship of the Provider to the County, individually, arising out of this Agreement shall be that of an independent contractor. The Provider, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither Provider, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, disability coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- b. All personnel of the Provider shall be within the employ of Provider, which alone shall be responsible for their work, direction and compensation.

Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, liabilities or obligations of the Provider or any person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, disability coverage, and workers' compensation, and Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.

4. The Contract Documents consist of the following: this Agreement; proof of required insurance as noted in paragraph 8; Schedule "A;" and Resolution No. 375 of 2020. These documents form the Contract, and are attached to this Agreement with the exception of subsequent agreements which shall become part of this Agreement when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

5. The Provider represents that he has complied with all federal and state laws regarding any applicable licenses that may be required to carry out the work to be performed under this Agreement.

6. To the fullest extent permitted by law, Provider 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 of defense, by reason of the liability imposed by law or otherwise upon Warren County, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Provider's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of Provider's work or from any of the acts or omissions on the part of the Provider, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Provider shall, upon the County's demand promptly and diligently defend at Provider'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 this paragraph and Provider shall pay and satisfy any judgment decree loss or settlement in connection therewith.

Provider shall and shall cause Provider'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.

Provider shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, Provider agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Provider shall hold harmless,

measures at its sole expense. To the fullest extent permitted by law, Provider shall hold harmless, indemnify and defend Warren County, its boards, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

7. Any type of Sexual Harassment is against Warren County policy and is unlawful. Provider/Contractor acknowledges and agrees that it has read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at <https://warrencountyny.gov/hr/forms.php> under Discrimination and Harassment. This agreement incorporates the entire policy as a material term of this agreement. Provider/Contractor shall follow the policy in its entirety. If a complaint does arise, Provider/Contractor is to notify Warren County promptly. To the fullest extent permitted by law, Provider/Contractor 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 for Provider/Contractor and/or agent's breach of this policy.

8. The Provider shall carry General Liability coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and with respect to the Provider and any of its employees or agents. The Provider shall name the County, its Board, officers and employees as an additional insured on a primary, non-contributory basis to the Provider's General Liability policy. The Provider is also required to carry Workers' Compensation and Disability Insurance. All coverage must be issued by an insurance company authorized to do business in New York State and maintaining an A.M. Best rating of A- or better.

9. Provider shall furnish to the County Certificate(s) of Insurance evidencing coverage and extensions stipulated in paragraph number 8 before service from Provider begins. The failure of the Provider to provide such Certificate of Insurance shall not be deemed a waiver by the County of Provider'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 Provider provide insurance coverage as noted anywhere in this Agreement.

10. The Provider, its employees, agents or servants agree not to disclose any data, facts or information concerning services performed under this Agreement or obtained while performing such services, except as authorized by the County, in writing, or as may be required by law.

11. This Agreement shall commence January 1, 2021 and terminate December 31, 2023 in accordance with this agreement. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. Either party may terminate this Agreement with or without cause at any time or for convenience upon thirty (30) days written notice to the Provider.

13. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by airmail or overnight delivery to the party's address stated above.

14. All parties agree that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s) limiting the payment amount of a contract, all parties acknowledge that the County of Warren will not be held liable for payment above that amount. All parties further acknowledge that the payment amount listed in the resolution is controlling however, if the amount listed in the contract is less than what is stated in the resolution than the lesser amount controls.

15. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

Mary Ellen Keir  
Warren County Attorney

COUNTY OF WARREN

By: Frank E. Thomas  
FRANK THOMAS  
Chairman of the Board

Date: 10/15/20

BLACK CREEK INTEGRATED  
SYSTEMS CORPORATIONS

By: Carrie Hill

Title VP

Date: 10/20/20

# Warren County Board of Supervisors

## RESOLUTION NO. 375 OF 2020

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

**AUTHORIZING AGREEMENT WITH BLACK CREEK INTEGRATED SYSTEMS CORPORATION FOR BOOKING AND MANAGEMENT SOFTWARE, HARDWARE AND ANY NECESSARY MAINTENANCE FOR THE WARREN COUNTY CORRECTIONAL FACILITY**

WHEREAS, the Warren County Sheriff's Office has requested to continue the contractual relationship (the previous contract being authorized by Resolution No. 325 of 2016; and 435 of 2017) with Black Creek Integrated Systems Corporation, 2900 Crestwood Blvd., P. O. Box 101747, Irondale, AL 35210, to provide booking and management software, hardware, as well as any necessary maintenance and upgrades for the Warren County Correctional Facility, for a term commencing on January 1, 2021 and terminating on December 31, 2023 for the following lump sum amounts: 2021 - Twenty Five Thousand Nine Hundred Thirty Seven Dollars and Fifty Cents (\$25,937.50); 2022 - Twenty Six Thousand Four Hundred Fifty Six Dollars and Twenty Five Cents (\$26,456.25); and 2023 - Twenty Six Thousand Nine Hundred Eighty Five Dollars and Twenty Five Cents (\$26,985.25), for a grant total amount over the three years not to exceed Seventy Nine Thousand Three Hundred Seventy Nine Dollars (\$79,379); and

WHEREAS, the Public Safety Committee has approved the request for an agreement with Black Creek Integrated Systems Corporation as outlined above, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors, be and hereby is, authorized to execute an agreement with Black Creek Integrated Systems Corporation as outlined above and said agreement be in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.3150 470 Sheriff's Correction Division, Contract.

**RESOLUTION REQUEST FORM NO. 3*****Request for New Contract*****DEPARTMENT NAME:** Sheriff**DATE:** June 20, 2023

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Access to NexLog DX-Series software updates. The Sheriff's Office received free access for the 12 months and an agreement is now required for continued access. The NexLog DX-Series Recorders record mission critical 24/7 dispatch operations, emergency call taking, and other vital Sheriff's Office communications.
- (c) **Name of Contractor:** Capital Digitronics
- (d) **Address of Contractor:** 264 Bradford Street, Albany NY 12206
- (e) **Contractor's Contact Person and Telephone Number:** Thomas KcCabe  
President  
(518) 449-3366
- (f) **Has or will the Contract be provided, if so, please attach:** No (Proposal Only)
- (g) **Commencement Date of Contract:** January 1, 2023
- (h) **Termination Date of Contract:** December 31, 2023 (with option for two one-year extensions upon mutual agreement of both parties)
- (i) **Payment Provisions:** i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed \$1,324  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) \$331 quarterly
- (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.3020 470 General Sheriff's 911 Center - Contract \$1,324

\* as listed in budget and LOGOS

June 13, 2023

Mark Neale  
Systems Maintenance Coordinator  
Warren County Sheriff  
1400 State Rt. 9  
Lake George, NY 12845

Re: Additional Equipment, Preventative Maintenance and Service Contract

Mark,

As per the specifications of the Preventative Maintenance and Service Contract, please add the following additional equipment, now in service at the Municipal Center, to the "Detailed Equipment Specifications" of said contract:

- NexLog 740-DX recorder, with internal IP recorder and license/software updates  
s/n 745101041

The above-listed item will add \$331.00, per quarterly billing period, to the maintenance and service charges under said contract. When added to the quarterly billing rate of \$31,900, this will bring the new quarterly total to \$32,231.00.

Please note that The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The DX-Series Software Update Subscription (DXSUS™) provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality.

Thank you.

William Beale  
Service Manager

**RESOLUTION REQUEST FORM NO. 13*****Request to Increase or Decrease Salary of Non-Union Position***

DEPARTMENT NAME: Sheriff

DATE: June 20, 2023

- (a) **Employee Name, Title and Employee No.:** Mark A. Neale, Systems Maintenance Coordinator #12042
- (b) **Current Annual Base Salary (and Grade if Applicable):** \$77,565.36
- (c) **Former Annual Base Salary (and Grade if Applicable):** \$75,416
- (d) **Effective Date for Salary Change:\*** Upon BOS Approval  
\*Please do not backdate request unless the purpose is to correct an error.
- (e) **If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position? List Budget Code (with title), Object Code (with title), and Amount:**  
A.3110 110 General Sheriff's Law Enforcement Salaries - Regular \$2,149
- (f) **Is a Budget Transfer needed?**  YES  NO  
**If yes, please complete Resolution Request Form No. 10 - Transfer of Funds**  
**If no, please provide details on how the increase will be funded within the current budget:**  
The Sheriff's Office has operated with vacancies in Patrol Officer staffing throughout 2023 awaiting the commencement of a Basic School for Police Officers which has created a surplus of funding in budget code A.3110 110
- (g) **Is there expected revenue from this position?**  YES  NO  
**If yes, please complete Resolution Request Form No. 07 - Amend County Budget to recognize revenue**  
N/A
- (h) **Justification of Request:** An annual salary increase of 2.85% is requested to provide for a wage increase that is consistent with similarly situated bargaining unit employees of the Sheriff's Office for 2023

**RESOLUTION REQUEST FORM NO. 13*****Request to Increase or Decrease Salary of Non-Union Position***

DEPARTMENT NAME: Sheriff

DATE: June 20, 2023

- (a) **Employee Name, Title and Employee No.:** Albert L. Maday, Corrections  
Captain #9296
- (b) **Current Annual Base Salary (and Grade if Applicable):** \$117,068
- (c) **Former Annual Base Salary (and Grade if Applicable):** \$99,068
- (d) **Effective Date for Salary Change:\*** Upon BOS Approval  
\*Please do not backdate request unless the purpose is to correct an error.
- (e) **If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position? List Budget Code (with title), Object Code (with title), and Amount:**  
A.3150 110 General Sheriff's Correction Division Salaries - Regular \$18,000
- (f) **Is a Budget Transfer needed?**  YES  NO  
**If yes, please complete Resolution Request Form No. 10 - Transfer of Funds**  
**If no, please provide details on how the increase will be funded within the current budget:**  
The Sheriff's Office has operated with vacancies in Correction Officer staffing throughout 2023 due to recruitment and retention hardships which has created a surplus of funding in budget code A.3150 110
- (g) **Is there expected revenue from this position?**  YES  NO  
**If yes, please complete Resolution Request Form No. 07 - Amend County Budget to recognize revenue**  
N/A
- (h) **Justification of Request:** An annual salary increase of 21% is requested to provide for a wage increase that is consistent with similarly situated bargaining unit employees of the Sheriff's Office for 2023

**RESOLUTION REQUEST FORM NO. 13*****Request to Increase or Decrease Salary of Non-Union Position***

DEPARTMENT NAME: Sheriff

DATE: June 20, 2023

- (a) **Employee Name, Title and Employee No.:** Terry Comeau, Undersheriff #8182
- (b) **Current Annual Base Salary (and Grade if Applicable):** \$135,775
- (c) **Former Annual Base Salary (and Grade if Applicable):** \$116,900
- (d) **Effective Date for Salary Change:\*** Upon BOS Approval  
\*Please do not backdate request unless the purpose is to correct an error.
- (e) **If This is a Request for a Salary Increase, Where are Funds in the Budget for this Position? List Budget Code (with title), Object Code (with title), and Amount:**  
A.3110 110 General Sheriff's Law Enforcement Salaries - Regular \$18,875
- (f) **Is a Budget Transfer needed?**  YES  NO  
**If yes, please complete Resolution Request Form No. 10 - Transfer of Funds**  
**If no, please provide details on how the increase will be funded within the current budget:**  
The Sheriff's Office has operated with vacancies in Patrol Officer staffing throughout 2023 awaiting the commencement of a Basic School for Police Officers which has created a surplus of funding in budget code A.3110 110
- (g) **Is there expected revenue from this position?**  YES  NO  
**If yes, please complete Resolution Request Form No. 07 - Amend County Budget to recognize revenue**  
N/A
- (h) **Justification of Request:** An annual salary increase of 16% is requested to provide for a wage increase that is consistent with similarly situated bargaining unit employees of the Sheriff's Office for 2023

**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:** June 20, 2023

- (a) **Purpose of Request:** Amend Local Law No. 1 of 2023, enacted by Resolution No. 807 of 2022, that fixed the salaries of certain County officers and employees of Warren County.
- (b) **Details:** The request is made to amend Local Law No 1 of 2023 and increase the current 2023 Sheriff salary of \$120,498 by 15.5% to \$139,373.
- (c) **Previous Resolution Number:** Resolution No. 807 of 2022
- (d) **Where are Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:** N/A

\* as listed in budget and LOGOS

# Warren County Board of Supervisors

## RESOLUTION NO. 807 OF 2022

**RESOLUTION INTRODUCED BY SUPERVISORS THOMAS, CONOVER, BEATY, FRASIER, WILD, BRAYMER AND RUNYON**

**ENACTING LOCAL LAW NO. 1 OF 2023, ENTITLED  
“A LOCAL LAW FIXING THE SALARIES OF CERTAIN COUNTY OFFICERS  
AND EMPLOYEES OF WARREN COUNTY”**

WHEREAS, a proposed local law was duly presented to the Board of Supervisors and considered by them, said proposed local law entitled, “A Local Law Fixing the Salaries of Certain County Officers and Employees of Warren County,” and

WHEREAS, the Board of Supervisors adopted Resolution No. 670 of 2022, which authorized a public hearing to be held by the Board of Supervisors on the 16<sup>th</sup> day of December, 2022, in the Supervisors’ Rooms in the Warren County Municipal Center on the matter of the proposed local law, and notice of such public hearing having been duly published and posted as required by law, and said public hearing having been held and all persons appearing at such public hearing desiring to be heard, having been heard, now, therefore, be it

RESOLVED, that the Board of Supervisors of the County of Warren, New York, on this 16<sup>th</sup> day of December, 2022, does hereby enact and adopt Local Law No. 1 of 2023, as annexed hereto.