

CRIMINAL JUSTICE, PUBLIC SAFETY, AND EMERGENCY SERVICES COMMITTEE
SHERIFF AGENDA
JULY 23, 2024

COMMITTEE MEMBERS: Supervisors Geraci, Conover, Maday, Strainer, Gilligan, Driscoll, Etu, 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: Ratifying our actions in regard to the submission of an application for a New York State Division of Criminal Justice Services Law Enforcement Technology (LETECH) Program grant and requesting approval to accept the grant award.
Rationale: Warren County Sheriff's Office applied for, and received, a \$751,953.18 award to participate in a New York Division of Criminal Justice Services Law Enforcement Technology (LETECH) Program grant intended to assist in the acquisition of law enforcement technology and equipment.
 2. Request: Amend the County budget to increase revenues in the amount of the New York State Division of Criminal Justice Services LETECH grant program award.
Rationale: Warren County Sheriff's Office applied for, and received, a \$751,953.18 award to participate in a New York Division of Criminal Justice Services Law Enforcement Technology (LETECH) Program grant . The request is necessary to amend the County budget in this amount.
 3. Request: Ratifying our actions in regard to the submission of an application for a New York State Division of Criminal Justice Services FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program grant and requesting approval to accept the grant award.
Rationale: Warren County Sheriff's Office applied for, and received, a \$97,000 award to participate in a New York State Division of Criminal Justice Services FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program grant intended to support counties in the purchase of emergency tactical and safety equipment.
 4. Request: Amend the County budget to increase revenues in the amount of the New York State Division of Criminal Justice Services FY 2019 Edward Byrne Memorial Justice Assistance (JAG) grant program award.
Rationale: Warren County Sheriff's Office applied for, and received, a \$97,000 award to participate in a New York State Division of Criminal Justice Services FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program grant . The request is necessary to amend the County budget in this amount.
 5. Request: Ratifying our actions in regard to the submission of an application for a New York State Division of Criminal Justice Services FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program grant and requesting approval to accept the grant award.

Rationale: Warren County Sheriff's Office applied for, and received, a \$65,000 award to participate in a New York State Division of Criminal Justice Services FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program grant intended to support counties in the purchase of emergency tactical and safety equipment.

6. Request: Amend the County budget to increase revenues in the amount of the New York State Division of Criminal Justice Services FY 2022 Edward Byrne Memorial Justice Assistance (JAG) grant program award.
Rationale: Warren County Sheriff's Office applied for, and received, a \$65,000 award to participate in a New York State Division of Criminal Justice Services FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program grant. The request is necessary to amend the County budget in this amount.
7. 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.
8. 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 2024-2025 school year.
9. 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 2024-2025 school year.
10. 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 2024-2025 school year.
11. 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 2024-2025 school year.
12. 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 2024-2025 school year.

13. 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 2024-2025 school year.
14. 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 2024-2025 school year.
15. Request: Amend agreement with Watch Systems, LLC D/B/A OffenderWatch to increase sex offender management capabilities and services.
Rationale: An amendment is necessary to upgrade OffenderWatch software and increase resources and services available to the public relating to registered sex offenders.
16. Request: Transfer funds within the Sheriff's Office budget to address a deficit in a law enforcement expense code.
Rationale: The transfer is necessary to move surplus funds in the QUFSD SRO Salaries Part-Time code to address a deficit in the QUFSD SRO Salaries Overtime code.
17. Request: Transfer funds from the 2024 Sheriff's Office Correction Division Salaries - Regular budget code to the 2024 Sheriff's Office Correction Division - Overtime code to address deficits.
Rationale: The Corrections Division overtime salary code is in deficit.

IV. Discussion Items:

1. Increased firearms storage requirements

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. 5 - Request for a Grant Agreement (2024-25 LE TECH)
 2. Resolution Request Form No. 7 - Request to Amend County Budget (2024-25 LE TECH)
 3. Resolution Request Form No. 5 - Request for a Grant Agreement (FY19 JAG)
 4. Resolution Request Form No. 7 - Request to Amend County Budget (FY19 JAG)
 5. Resolution Request Form No. 5 - Request for a Grant Agreement (FY22 JAG)
 6. Resolution Request Form No. 7 - Request to Amend County Budget (FY22 JAG)
 7. Resolution Request Form No. 3 - Request for New Contract (Black Creek)
 8. Resolution Request Form No. 3 - Request for New Contract (Bolton Central School)
 9. Resolution Request Form No. 3 - Request for New Contract (Hadley-Luzerne School)

10. Resolution Request Form No. 3 - Request for New Contract (Johnsburg Central School)
11. Resolution Request Form No. 3 - Request for New Contract (Lake George School)
12. Resolution Request Form No. 3 - Request for New Contract (North Warren School)
13. Resolution Request Form No. 3 - Request for New Contract (Queensbury School)
14. Resolution Request Form No. 3 - Request for New Contract (Warrensburg School)
15. Resolution Request Form No. 4 - Request to Amend Existing Contract (Watch Systems)
16. Resolution Request Form No. 10 - Request for Transfer of Funds (QUFSD SRO)
17. Resolution Request Form No. 10 - Request for Transfer of Funds (Salary Deficit)

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

- (a) **Purpose of Grant:** Law Enforcement Technology Enhancement
- (b) **Name of Grantor:** NYS Division of Criminal Justice Services
- (c) **Address of Grantor:** 80 South Swan Street, Albany NY 12210
- (d) **Grantor's Contact Person and Telephone Number:**
dcjs.sm.letechquestions@dcjs.ny.gov, (518) 457-8462
- (e) **Has or Will the Grant Application or Grant Agreement been provided, if so, please attach:** Yes
- (f) **Effective Date of Grant:** April 1, 2024
- (g) **Termination Date of Grant:** March 31, 2025
- (h) **Total Dollar Amount Involved (Not to Exceed):** \$751,953.18
- (i) **Deadline to Submit Grant Application and/or Grant Agreement:** N/A
- (j) **Is a Budget Amendment Required?:** Yes
If yes, also complete and submit Form No. 7.
- (k) **Are the funds to go into a Capital Project or Capital Reserve Project?:** No
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) **Is a Local Share Required?:** No
If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount **OR** Capital Project **OR** Capital Project Number and Title Amount:

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

* as listed in budget and LOGOS



Grant Award Notice

Friday, May 31, 2024

The Division of Criminal Justice Services (DCJS) is pleased to advise you that your agency will receive funding under the State’s Law Enforcement Technology (LETECH) Program for State Fiscal Year (FY) 2024-2025.

Project Name	Award Amount ¹
Warren County Sheriff's Office Law Enforcement Technology (LETECH) Program	\$751,953.18
Budget	Term Dates
SFY 2024-25	April 1, 2024 to March 31, 2025

Additional Information:

We are pleased to inform you that Governor Kathy Hochul secured additional funding in the SFY 2024-2025 Budget to assist in the acquisition of law enforcement technology and equipment.

Please note that you will not receive a DCJS grant contract for this funding; instead you must sign and return an online attestation form, located at the following weblink:

<https://survey.alchemer.com/s3/7859407/NYS-DCJS-LETECH-2425-AttestationForm>

Upon completion of the attestation form, funds will be sent to your agency in one payment by the DCJS Office of Budget and Finance.

You may use the funds on any previously approved item within your application, or on any of the following items:

- Surveillance Cameras (Mobile/Fixed)
- License Plate Readers (Mobile/Fixed)
- Acoustic Gunshot Detection Systems
- Unmanned Aerial Vehicles (UAVs, also known as “drones”)
- 3-D Crime Scene Laser Scanner
- Scanners/Readers/Radios
- Software Applications, Development and Deployment
- Patrol Vehicle Equipment (PC/Tablet, Scanners, Printer, etc.)
- Body Worn Equipment
- Lighting Systems

¹The award amount listed above is contingent upon the completion and submission of the attached attestation form.

Funds may not be used to support the following purchases or expenses:

- a) Firearms
- b) Conductive Energy Devices (e.g., Tasers and Stingers)

In addition to any county or municipal procurement restrictions, awardees must adhere to all current state and federal guidance, as it relates any of the specific equipment supported through this award. These restrictions include, but are not limited to, entities that appear on the OGS Debarment list (<https://ogs.ny.gov/debarred-and-non-responsible-entities>) or on the state's Prohibited Entities List and which have been identified in the National Defense Authorization Act (NDAA) Section 889 - Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment (<https://researchcompliance.caltech.edu/export/national-defense-authorization-act-ndaa-section-889#:~:text=NDAA%20Section%20889%20%2D%20Prohibition%20on,Video%20Surveillance%20Services%20or%20Equipment>).

If you have any questions, please email dcjs.sm.letechquestions@dcjs.ny.gov

Thank you for your continued partnership. We look forward to working with you in our continued efforts to keep New Yorkers safe and build stronger communities.

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

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

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

(a) **Purpose of Amendment:** Amend County Budget to reflect revenues from a New York State Division of Criminal Justice Services Law Enforcement Technology Program grant.

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

A.3110.4051 250	Sheriff's Law Enforcement	\$751,953.18
	FY2024-25 LETECH Grant	
	Technical Equipment	

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

A.3110.4051 3391	Sheriff's Law Enforcement	\$751,953.18
	FY2024-25 LETECH Grant	
	Law Enforcement Technology Program (LETECH)	



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Friday, May 31, 2024

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Project Name	Award Amount ¹
Warren County Sheriff's Office Law Enforcement Technology (LETECH) Program	\$751,953.18
Budget	Term Dates
SFY 2024-25	April 1, 2024 to March 31, 2025

Additional Information:

We are pleased to inform you that Governor Kathy Hochul secured additional funding in the SFY 2024-2025 Budget to assist in the acquisition of law enforcement technology and equipment.

Please note that you will not receive a DCJS grant contract for this funding; instead you must sign and return an online attestation form, located at the following weblink:

<https://survey.alchemer.com/s3/7859407/NYS-DCJS-LETECH-2425-AttestationForm>

Upon completion of the attestation form, funds will be sent to your agency in one payment by the DCJS Office of Budget and Finance.

You may use the funds on any previously approved item within your application, or on any of the following items:

- Surveillance Cameras (Mobile/Fixed)
- License Plate Readers (Mobile/Fixed)
- Acoustic Gunshot Detection Systems
- Unmanned Aerial Vehicles (UAVs, also known as “drones”)
- 3-D Crime Scene Laser Scanner
- Scanners/Readers/Radios
- Software Applications, Development and Deployment
- Patrol Vehicle Equipment (PC/Tablet, Scanners, Printer, etc.)
- Body Worn Equipment
- Lighting Systems

¹The award amount listed above is contingent upon the completion and submission of the attached attestation form.

Funds may not be used to support the following purchases or expenses:

- a) Firearms
- b) Conductive Energy Devices (e.g., Tasers and Stingers)

In addition to any county or municipal procurement restrictions, awardees must adhere to all current state and federal guidance, as it relates any of the specific equipment supported through this award. These restrictions include, but are not limited to, entities that appear on the OGS Debarment list (<https://ogs.ny.gov/debarred-and-non-responsible-entities>) or on the state's Prohibited Entities List and which have been identified in the National Defense Authorization Act (NDAA) Section 889 - Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment (<https://researchcompliance.caltech.edu/export/national-defense-authorization-act-ndaa-section-889#:~:text=NDAA%20Section%20889%20%2D%20Prohibition%20on,Video%20Surveillance%20Services%20or%20Equipment>).

If you have any questions, please email dcjs.sm.letechquestions@dcjs.ny.gov

Thank you for your continued partnership. We look forward to working with you in our continued efforts to keep New Yorkers safe and build stronger communities.

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

- (a) **Purpose of Grant:** Law Enforcement Tactical Equipment (FY 2019 JAG)
- (b) **Name of Grantor:** NYS Division of Criminal Justice Services
- (c) **Address of Grantor:** 80 South Swan Street, Albany NY 12210
- (d) **Grantor's Contact Person and Telephone Number:** Meagan Armstrong,
PS Grants Representative
(518) 485-5569
- (e) **Has or Will the Grant Application or Grant Agreement been provided, if so, please attach:** Yes
- (f) **Effective Date of Grant:** TBD
- (g) **Termination Date of Grant:** TBD
- (h) **Total Dollar Amount Involved (Not to Exceed):** \$97,000.00
- (i) **Deadline to Submit Grant Application and/or Grant Agreement:** N/A
- (j) **Is a Budget Amendment Required?:** Yes
If yes, also complete and submit Form No. 7.
- (k) **Are the funds to go into a Capital Project or Capital Reserve Project?:** No
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) **Is a Local Share Required?:** No
If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount OR Capital Project OR Capital Project Number and Title Amount:

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

* as listed in budget and LOGOS



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Warren County / Warren County Sheriff's Office	Date: 5/24/2024
Program Name: Law Enforcement Equipment	Award Amount: \$97,000 ¹
Signatory Name and Title: Jim LaFarr, Sheriff	Term Dates: TBD
Email: james.lafarr@warrencountysheriffny.us	Contract Number: C632932
Program Description: To support the purchase of Emergency Response Team equipment, tools, and training for the Department.	
The following additional information is provided as required when grants are supported with federal funding:	
<u>Federal Award Identification Information</u>	
Award Name: New York State FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application	
Federal Award Number: 2019-DJ-BX-0017	
Name of the Federal Award Agency: Bureau of Justice Assistance (BJA)	
Federal Award Lapse Date: 9/30/2025	
Total Amount of Federal Award: \$ 8,576,883	
Federal Fiscal Year of Funds: FFY 19	
Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
Grant Questions	
Primary Contact Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov	Secondary Contact Joe Lostritto, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.7662 Email: joe.lostritto@dcjs.ny.gov

¹ The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller. This funding is provided by the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance. Grantees receiving these funds will be subject to federal rules, regulations, and reporting requirements.

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

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

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

(a) **Purpose of Amendment:** Amend County Budget to reflect revenues from a New York State Division of Criminal Justice Services FY 2019 Edward Byrne Memorial Justice Assistance Grant Program grant.

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

A.3110.4052 455	Sheriff's Law Enforcement	\$97,000.00
	FY19 Edward Byrne Memorial Grant	
	Safety Equipment	

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

A.3110.4052 4313	Sheriff's Law Enforcement	\$97,000.00
	FY19 Edward Byrne Memorial Grant	
	Byrne Grant	



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Warren County / Warren County Sheriff's Office	Date: 5/24/2024
Program Name: Law Enforcement Equipment	Award Amount: \$97,000 ¹
Signatory Name and Title: Jim LaFarr, Sheriff	Term Dates: TBD
Email: james.lafarr@warrencountysheriffny.us	Contract Number: C632932
Program Description: To support the purchase of Emergency Response Team equipment, tools, and training for the Department.	
The following additional information is provided as required when grants are supported with federal funding:	
<u>Federal Award Identification Information</u>	
Award Name: New York State FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application	
Federal Award Number: 2019-DJ-BX-0017	
Name of the Federal Award Agency: Bureau of Justice Assistance (BJA)	
Federal Award Lapse Date: 9/30/2025	
Total Amount of Federal Award: \$ 8,576,883	
Federal Fiscal Year of Funds: FFY 19	
Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
Grant Questions	
Primary Contact Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov	Secondary Contact Joe Lostritto, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.7662 Email: joe.lostritto@dcjs.ny.gov

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RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

- (a) **Purpose of Grant:** Law Enforcement Tactical Equipment (FY 2022 JAG)
- (b) **Name of Grantor:** NYS Division of Criminal Justice Services
- (c) **Address of Grantor:** 80 South Swan Street, Albany NY 12210
- (d) **Grantor's Contact Person and Telephone Number:** Meagan Armstrong,
PS Grants Representative
(518) 485-5569
- (e) **Has or Will the Grant Application or Grant Agreement been provided, if so, please attach:** Yes
- (f) **Effective Date of Grant:** TBD
- (g) **Termination Date of Grant:** TBD
- (h) **Total Dollar Amount Involved (Not to Exceed):** \$65,000.00
- (i) **Deadline to Submit Grant Application and/or Grant Agreement:** N/A
- (j) **Is a Budget Amendment Required?:** Yes
If yes, also complete and submit Form No. 7.
- (k) **Are the funds to go into a Capital Project or Capital Reserve Project?:** No
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) **Is a Local Share Required?:** No
If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount OR Capital Project OR Capital Project Number and Title Amount:

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

* as listed in budget and LOGOS



Division of Criminal Justice Services

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ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Warren County / Warren County Sheriff's Office	Date: 6/24/2024
Program Name: Law Enforcement Equipment	Award Amount: \$65,000 ¹
Signatory Name and Title: Jim LaFarr, Sheriff	Term Dates: TBD
Email: james.lafarr@warrencountysheriffny.us	Contract Number: C632955
Program Description: To support the purchase of body armor plate carriers for the Department.	
<p>The following additional information is provided as required when grants are supported with federal funding:</p> <p><u>Federal Award Identification Information</u></p> <p>Award Name: New York State FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application Federal Award Number: 15PBJA-22-GG-00624-JAGX Name of the Federal Award Agency: Bureau of Justice Assistance (BJA) Federal Award Lapse Date: 9/30/2025 Total Amount of Federal Award: \$9,231,239.00 Federal Fiscal Year of Funds: FFY 22 Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program</p>	
Grant Questions	
<p style="text-align: center;">Primary Contact</p> <p style="text-align: center;">Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov</p>	<p style="text-align: center;">Secondary Contact</p> <p style="text-align: center;">Joe Lostritto, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.7662 Email: joe.lostritto@dcjs.ny.gov</p>

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Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

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

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

(a) **Purpose of Amendment:** Amend County Budget to reflect revenues from a New York State Division of Criminal Justice Services FY 2022 Edward Byrne Memorial Justice Assistance Grant Program grant.

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

A.3110.4053 455	Sheriff's Law Enforcement	\$65,000.00
	FY22 Edward Byrne Memorial Grant	
	Safety Equipment	

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

A.3110.4053 4313	Sheriff's Law Enforcement	\$65,000.00
	FY22 Edward Byrne Memorial Grant	
	Byrne Grant	



Division of Criminal Justice Services

KATHY HOCHUL
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ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Warren County / Warren County Sheriff's Office	Date: 6/24/2024
Program Name: Law Enforcement Equipment	Award Amount: \$65,000 ¹
Signatory Name and Title: Jim LaFarr, Sheriff	Term Dates: TBD
Email: james.lafarr@warrencountysheriffny.us	Contract Number: C632955
Program Description: To support the purchase of body armor plate carriers for the Department.	
<p>The following additional information is provided as required when grants are supported with federal funding:</p> <p><u>Federal Award Identification Information</u></p> <p>Award Name: New York State FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application Federal Award Number: 15PBJA-22-GG-00624-JAGX Name of the Federal Award Agency: Bureau of Justice Assistance (BJA) Federal Award Lapse Date: 9/30/2025 Total Amount of Federal Award: \$9,231,239.00 Federal Fiscal Year of Funds: FFY 22 Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program</p>	
Grant Questions	
<p style="text-align: center;">Primary Contact</p> <p style="text-align: center;">Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov</p>	<p style="text-align: center;">Secondary Contact</p> <p style="text-align: center;">Joe Lostritto, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.7662 Email: joe.lostritto@dcjs.ny.gov</p>

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RESOLUTION REQUEST FORM NO. 3**Request for New Contract****DEPARTMENT NAME:** Sheriff**DATE:** July 23, 2024

- (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 No:** Thomas H. Lanphear Jr.
Exec. Vice President
tlanphear@blackcreekisc.com
(205) 949-9905
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 01/01/2025
- (h) **Termination Date of Contract:** 12/31/2025
- (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 Corporation
 P. O. Box 101747
 Irondale, AL 35210
 Ph: (205)949-9900
 Fax: (205)949-9910

QUOTATION

Date	Number	Revision
6/27/2024	SP05009.25	

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

To:

Warren Co. Sheriff's Office
 1400 State Route 9
 Lake George, NY 12845
 Attn: Captain Al Maday albert.maday@warrencountysheriffny.us

Description	Amount
<p>SallyPort® NY Unlimited Support Plan - Annual Renewal For Period 1/1/2025 Through 12/31/2025 See attached for plan description</p> <p>Quotation is based on Customer inventory of licenses, interfaces, and optional modules at time of quote; actual invoice issued will be based on the inventory at time of renewal.</p> <p>QTY Current Inventory</p> <p>1 SallyPort® NY Software 15 Application Full-access User License 1 VINE Interface 1 Telephone PIN Interface</p>	<p>2025 Pricing</p> <p>\$ 11,640.00 \$ 17,475.00 \$ 990.00 \$ 1,110.00</p> <p>Total Quotation Amount \$31,215.00</p>



BLACK CREEK INTEGRATED SYSTEMS CORP.

2900 CRESTWOOD BOULEVARD
P.O. BOX 101747
IRONDALE, AL 35210



Integrity. Innovation. Quality.

Voice: (205) 949-9900
Fax: (205) 949-9910

Date: June 27, 2024

To: Warren Co. Sheriff's Office
Attn.: Captain Al Maday
1400 State Route 9
Lake George, NY 12845

Via email:
albert.maday@warrencountysheriffny.us

RE: **SallyPort®NY** Annual Support Quotation, Calendar Year 2025

Attached please find the pricing for the 2025 calendar year (Jan. 1, 2025 – Dec. 31, 2025). We are pleased to share that support pricing for your **SallyPort®NY JMS** will remain the same as the 2024 pricing, unless you added new licenses, modules, or interfaces; adjustments will be made only for new purchases or deactivations. Please note that any contractual restrictions on annual support pricing will remain in effect.

As you may have seen, Black Creek has recently experienced some exciting changes in management. In addition, we at Black Creek are continuing to invest in developing and enhancing each of our product lines. Specifically, Black Creek remains focused on delivering the enhancements to the **SallyPort®NY JMS** that were discussed at SPUG 2023. We look forward to sharing more about our progress and commitment to quality and excellence soon.

Please review the inventory list included on your quote carefully to be sure that all modules and interfaces purchased and in use are listed; Black Creek will be undertaking a complete license inventory later this year, and adjustments to existing customer quotes may be necessary prior to invoicing, so this is your opportunity to right the record if there are discrepancies. If we do not receive feedback from you, we will assume the Inventory is correct and you will be invoiced for the amount shown.

Should you have any questions or concerns, please feel free to contact me. We look forward to continuing to serve you in 2025!

Very truly yours,
BLACK CREEK INTEGRATED SYSTEMS CORP.

A handwritten signature in blue ink that reads "Thomas H. Lanphear Jr." in a cursive script.

Thomas H. Lanphear Jr.
Executive Vice President, Sales & Marketing
tlanphear@blackcreekisc.com

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. The County and the Provider are referred to herein individually as a “Party” and collectively as the “Parties.”

1. The County and the Provider agree that the Provider will provide an unlimited support and maintenance 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 Thirty-One Thousand Two Hundred Fifteen Dollars (\$31,215). 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 and signed by the County’s duly authorized representative.

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 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 as noted in paragraph 8; Schedule "A;" and Resolution No. 347 of 2023. These documents are attached to this Agreement. In the event that conflicts are found to exist among the 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. The Provider shall be responsible for all damages, whether for bodily injury, life or property to the extent caused by the acts, errors or omissions of the Provider, its officers, directors, agents, servants or employees or anyone for whom the Provider is legally bound, in connection with its service under this Agreement.

To the fullest extent permitted by law, Provider 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 of defense, by reason of the liability imposed by law or otherwise upon Warren County, its Board, 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,

indemnify and defend Warren County, its Board, 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 discrimination and harassment is against Warren County policy and is unlawful. Provider acknowledges and agrees that 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. Provider shall follow the policy in its entirety. If a complaint does arise, Provider is to notify Warren County promptly. To the fullest extent permitted by law, Provider 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 Provider 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 on January 1, 2024 and terminate on December 31, 2024. 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 mail 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.

15. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing and signed by a duly authorized representative. Consent shall not limit County's right to enforce this provision on assigned parties.

16. 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 signature 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.

17. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Provider under this Agreement or any other agreement with the County even if commencing prior to the term of this Agreement.

18. 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.

19. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement and signed by a duly authorized representative of the County. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

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

Approved as to Form:

ATO Tully
Assistant County Attorney

COUNTY OF WARREN

By: *K. B. Geraghty*
KEVIN B. GERAGHTY, CHAIRMAN
Board of Supervisors

Date: *July 19, 2023*

Date: *7/21/23*

BLACK CREEK INTEGRATED
SYSTEMS CORPORATIONS

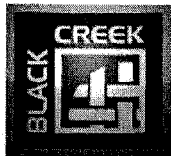
By: *Committee*

Print Name: *Connie Hill*

Title: *VP*

Date: *07/25/2023*

SCHEDULE “A”



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

Description	Amount
<p>SallyPort NY Unlimited Support Plan 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><u>Software Support Pricing Detail</u> SallyPort Software (15) SallyPort User License Vine NY Interface Telephone PIN I/F</p>	<p style="text-align: center;"><u>2024 Pricing</u></p> <p>\$ 11,640.00 \$ 17,475.00 \$ 990.00 \$ 1,110.00</p>
Total Quotation Amount	\$31,215.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2023

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

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

PRODUCER USI Insurance Services LLC -CL 1000 Urban Center Drive, Suite 625 Birmingham, AL 35242 205 969-5100	CONTACT NAME: Stacia Olson PHONE (A/C, No, Ext): 205 969-5183 E-MAIL ADDRESS: stacia.olson@usi.com	FAX (A/C, No): 205-969-5176	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Black Creek Integrated Systems Corp P.O. Box 101747 2920 Commerce Blvd Irondale, AL 35210	INSURER A: Travelers Property Cas. Co. of America		25674
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H6202W167684TIL23	03/31/2023	03/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA8L87029323IG	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP9M37691723IG	03/31/2023	03/31/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB2W17273723IG	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Cyber Technology E&O			ZPL71M3489023IG	03/31/2023	03/31/2024	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Warren County, its Boards, Officers and Employees are covered as Additional Insureds, on a primary and non contributory basis, regarding General Liability only where required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER Warren County % Warren County Attorney's Office 1340 State Route 9 Lake George, NY 12845	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Warren County Board of Supervisors

RESOLUTION No. 347 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, MAGOWAN, SMITH, CONOVER, MCDEVITT, DRISCOLL, AND LEGGETT

AUTHORIZING AGREEMENT WITH BLACK CREEK INTEGRATED SYSTEMS CORPORATION FOR UNLIMITED SUPPORT AND MAINTENANCE OF THE WARREN COUNTY CORRECTIONAL FACILITY'S BLACK CREEK SALLYPORT INMATE RECORDS MANAGEMENT SYSTEM SOFTWARE

WHEREAS, the Warren County Sheriff's Office has requested to continue the contractual relationship (the previous contract being authorized by Resolution No. 375 of 2020) with Black Creek Integrated Systems Corporation, 2900 Crestwood Blvd., P. O. Box 101747, Irondale, AL 35210, to provide unlimited support and maintenance of the Warren County Correctional Facility's Black Creek Sallyport inmate records management system software, for a term commencing January 1, 2024 and terminating December 31, 2024, for an amount not to exceed Thirty-One Thousand Two Hundred Fifteen Dollars (\$31,215), and

WHEREAS, the Criminal Justice & 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 Chair 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: July 23, 2024

- (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 2024-2025 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:** 08/19/2024
- (h) **Termination Date of Contract:** 06/30/2025
- (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
1st payment of \$20,000 to be invoiced on 01/02/2025
2nd payment of \$20,000 to be invoiced on 06/01/2025
- (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 2024-2025 school calendar year commencing August 19, 2024 and terminating on June 30, 2025, 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 2024**, adopted **Month 00, 2024**. 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 2024**.

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 2024-2025 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 1512 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 2nd and June 1st. 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 2024-2025 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 herein before SRO services from the County begin. 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 IV(A) 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 2024-2025, commencing on August 19, 2024 and terminating on June 30, 2025.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2024**, adopted by the Warren County Board of Supervisors on **Month 00, 2024**, and is made subject to approval of the Bolton Central School District Board of Education.

VIII. 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 NO. 000 OF 2024

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, CONOVER, MADAY, STRAINER, GILLIGAN, DRISCOLL, AND
ETU

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

WHEREAS, the Bolton Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by providing coverage equal to one (1) School Resource Officer in the form of either a Patrol Officer, Patrol Officer - Part Time, or a Special Patrol Officer, as determined by the Sheriff, at the Bolton Central School for the 2024-2025 academic year, commencing August 19, 2024 and terminating June 30, 2025, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the 2024-2025 academic year and for such other events that may be requested by the School District and covered under the terms of the agreement, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Forty Thousand Dollars (\$40,000) per school year for such School Resource Officer services to the Bolton Central School, for a term commencing on August 19, 2024 and terminating on June 30, 2025, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with the Bolton Central School District, 26 Horicon Avenue, Bolton Landing, New York 12814, to provide law enforcement services during normal school hours for the 2024-2025 academic year and for such other events as may be requested by the School District for an amount not to exceed Forty Thousand Dollars (\$40,000) per school year, for a term commencing on August 19, 2024 and terminating on June 30, 2025, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

- (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 2024-2025 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:** 08/19/2025
- (h) **Termination Date of Contract:** 06/30/2025
- (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
1st payment of \$45,000 to be invoiced on 01/02/2025
2nd payment of \$45,000 to be invoiced on 06/01/2025
- (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 2024-2025 school calendar year commencing August 19, 2024 and terminating on June 30, 2025, 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 2024**, adopted **Month 00, 2024**. 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 2024**.

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 2024-2025 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 1512 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-Five Thousand Dollars (\$45,000) twice during the school year, on January 2nd and June 1st. 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 2024-2025 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 herein before SRO services from the County begin. 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 IV(A) 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 2024-2025, commencing on August 19, 2024 and terminating on June 30, 2025.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2024**, adopted by the Warren County Board of Supervisors on **Month 00, 2024**, and is made subject to approval of the Hadley-Luzerne Central School District Board of Education.

VIII. 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 NO. 000 OF 2024

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, CONOVER, MADAY, STRAINER, GILLIGAN, DRISCOLL, AND
ETU

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

WHEREAS, the Hadley-Luzerne Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by providing coverage equal to two (2) School Resource Officers in the form of either a Patrol Officer, Patrol Officer - Part Time, or a Special Patrol Officer, as determined by the Sheriff, at the Hadley-Luzerne Central School for the 2024-2025 academic year, commencing August 19, 2024 and terminating June 30, 2025, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the 2024-2025 academic year and for such other events that may be requested by the School District and covered under the terms of the agreement, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Ninety Thousand Dollars (\$90,000) per school year for such School Resource Officer services to the Hadley-Luzerne Central School, for a term commencing on August 19, 2024 and terminating on June 30, 2025, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with the Hadley-Luzerne Central School District, 273 Lake Avenue, Lake Luzerne, New York 12846, to provide law enforcement services during normal school hours for the 2024-2025 academic year and for such other events as may be requested by the School District for an amount not to exceed Ninety Thousand Dollars (\$90,000) per school year, for a term commencing on August 19, 2024 and terminating on June 30, 2025, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

- (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 Johnsbury Central School District for dedicated School Resource Officer services during the 2024-2024 school year
- (c) **Name of Contractor:** Johnsbury Central School District
- (d) **Address of Contractor:** 165 Main Street, North Creek NY 12853
- (e) **Contractor's Contact Person and Telephone Number:** Michael Markwica
Superintendent
(518) 251-2921
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/19/2024
- (h) **Termination Date of Contract:** 06/30/2025
- (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
1st payment of \$20,000 to be invoiced on 01/02/2025
2nd payment of \$20,000 to be invoiced on 06/01/2025
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

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

* 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 2024-2025 school calendar year commencing August 19, 2024 and terminating on June 30, 2025, 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 Johnsborg 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 2024**, adopted **Month 00, 2024**. 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 2024.**

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 2024-2025 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 1512 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 2nd and June 1st. 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 2024-2025 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 herein before SRO services from the County begin. 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 IV(A) 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 2024-2025, commencing on August 19, 2024 and terminating on June 30, 2025.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2024**, adopted by the Warren County Board of Supervisors on **Month 00, 2024**, and is made subject to approval of the Johnsbury Central School District Board of Education.

VIII. 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 NO. 000 OF 2024

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, CONOVER, MADAY, STRAINER, GILLIGAN, DRISCOLL, AND ETU

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

WHEREAS, the Johnsburg Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by providing coverage equal to one (1) School Resource Officer in the form of either a Patrol Officer, Patrol Officer - Part Time, or a Special Patrol Officer, as determined by the Sheriff, at the Johnsburg Central School for the 2024-2025 academic year, commencing August 19, 2024 and terminating June 30, 2025, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the 2024-2025 academic year and for such other events that may be requested by the School District and covered under the terms of the agreement, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Forty Thousand Dollars (\$40,000) per school year for such School Resource Officer services to the Johnsburg Central School, for a term commencing on August 19, 2024 and terminating on June 30, 2025, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with the Johnsburg Central School District, 165 Main Street, North Creek, New York 12853, to provide law enforcement services during normal school hours for the 2024-2025 academic year and for such other events as may be requested by the School District for an amount not to exceed Forty Thousand Dollars (\$40,000) per school year, for a term commencing on August 19, 2024 and terminating on June 30, 2025, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

- (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 2024-2025 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:** 08/19/2024
- (h) **Termination Date of Contract:** 06/30/2025
- (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
1st payment of \$40,000 to be invoiced on 01/02/2025
2nd payment of \$40,000 to be invoiced on 06/01/2025
- (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 2024-2025 school calendar year commencing August 19, 2024 and terminating on June 30, 2025, 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 2024**, adopted **Month 00, 2024**. 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 2024**.

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 2024-2025 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 for each SRO shall be capped at 1512 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 2nd and June 1st. 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 2024-2025 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 herein before SRO services from the County begin. 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 IV(A) 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 2024-2025, commencing on August 19, 2024 and terminating on June 30, 2025.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2024**, adopted by the Warren County Board of Supervisors on **Month 00, 2024**, and is made subject to approval of the Lake George Central School District Board of Education.

VIII. 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 NO. 000 OF 2024

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, CONOVER, MADAY, STRAINER, GILLIGAN, DRISCOLL, AND
ETU

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

WHEREAS, the Lake George Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by providing coverage equal to two (2) School Resource Officers in the form of either a Patrol Officer, Patrol Officer - Part Time, or a Special Patrol Officer, as determined by the Sheriff, at the Lake George Central School for the 2024-2025 academic year, commencing August 19, 2024 and terminating June 30, 2025, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the 2024-2025 academic year and for such other events that may be requested by the School District and covered under the terms of the agreement, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Eighty Thousand Dollars (\$80,000) per school year for such School Resource Officer services to the Lake George Central School, for a term commencing on August 19, 2024 and terminating on June 30, 2025, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with the Lake George Central School District, 381 Canada Street, Lake George, New York 12845, to provide law enforcement services during normal school hours for the 2024-2025 academic year and for such other events as may be requested by the School District for an amount not to exceed Eighty Thousand Dollars (\$80,000) per school year, for a term commencing on August 19, 2024 and terminating on June 30, 2025, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

- (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 2024-2025 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:** Superintendent of Schools
(518) 494-2929
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/19/2024
- (h) **Termination Date of Contract:** 06/30/2025
- (i) **Payment Provisions:**
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$42,000
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
1st payment of \$21,000 to be invoiced on 01/02/2025
2nd payment of \$21,000 to be invoiced on 06/01/2025
- (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 2024-2025 school calendar year commencing August 19, 2024 and terminating on June 30, 2025, and

WHEREAS, the District agreed to pay the County an amount not to exceed Forty-Two Thousand Dollars (\$42,000) 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 2024**, adopted **Month 00, 2024**. 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 2024**.

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 2024-2025 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 1512 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-One Thousand Dollars (\$21,000) twice during the school year, on January 2nd and June 1st. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Twenty-One Thousand Dollars (\$21,000) as two payments for all SRO services covered under this Agreement for the 2024-2025 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 herein before SRO services from the County begin. 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 IV(A) 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 2024-2025, commencing on August 19, 2024 and terminating on June 30, 2025.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2024**, adopted by the Warren County Board of Supervisors on **Month 00, 2024**, and is made subject to approval of the North Warren Central School District Board of Education.

VIII. 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 NO. 000 OF 2024

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, CONOVER, MADAY, STRAINER, GILLIGAN, DRISCOLL, AND
ETU

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

WHEREAS, the North Warren Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by providing coverage equal to one (1) School Resource Officer in the form of either a Patrol Officer, Patrol Officer - Part Time, or a Special Patrol Officer, as determined by the Sheriff, at the North Warren Central School for the 2024-2025 academic year, commencing August 19, 2024 and terminating June 30, 2025, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the 2024-2025 academic year and for such other events that may be requested by the School District and covered under the terms of the agreement, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Forty-Two Thousand Dollars (\$42,000) per school year for such School Resource Officer services to the North Warren Central School, for a term commencing on August 19, 2024 and terminating on June 30, 2025, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with the North Warren Central School District, 6110 State Route 8, Chestertown, New York 12817, to provide law enforcement services during normal school hours for the 2024-2025 academic year and for such other events as may be requested by the School District for an amount not to exceed Forty-Two Thousand Dollars (\$42,000) per school year, for a term commencing on August 19, 2024 and terminating on June 30, 2025, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

- (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 2024-2025 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:** 08/19/2024
- (h) **Termination Date of Contract:** 06/30/2025
- (i) **Payment Provisions:**
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$143,000
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
1st payment of \$71,500 to be invoiced on 01/02/2025
2nd payment of \$71,500 to be invoiced on 06/01/2025
- (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 2024-2025 school calendar year commencing August 19, 2024 and terminating on June 30, 2025, and

WHEREAS, the District agreed to pay the County an amount not to exceed One Hundred Forty-Three Thousand Dollars (\$143,000) 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 2024**, adopted **Month 00, 2024**. 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 2024**.

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 2024-2025 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 regular employment hours of each SRO shall be capped at 1512 hours for the academic school year and may include 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. Patrol Officers assigned SRO duties may work additional hours, beyond 1512 hours, with prior approval from the District and the Sheriff, or the Sheriff's 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 Seventy-One Thousand Five Hundred Dollars (\$71,500) twice during the school year, on January 2nd and June 1st. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Seventy-One Thousand Five Hundred Dollars (\$71,500) as two payments for all SRO services covered under this Agreement for the 2024-2025 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 herein before SRO services from the County begin. 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 IV(A) 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 2024-2025, commencing on August 19, 2024 and terminating on June 30, 2025.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2024**, adopted by the Warren County Board of Supervisors on **Month 00, 2024**, and is made subject to approval of the Queensbury Union Free School District Board of Education.

VIII. 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 NO. 000 OF 2024

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, CONOVER, MADAY, STRAINER, GILLIGAN, DRISCOLL, AND
ETU

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

WHEREAS, the Queensbury Union Free School District ("School") has requested that the Warren County Sheriff provide law enforcement services by providing coverage equal to two (2) School Resource Officers in the form of either a Patrol Officer, Patrol Officer - Part Time, or a Special Patrol Officer, as determined by the Sheriff, at the Queensbury Union Free School for the 2024-2025 academic year, commencing August 19, 2024 and terminating June 30, 2025, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the 2024-2025 academic year and for such other events that may be requested by the School District and covered under the terms of the agreement, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Hundred Forty-Three Dollars (\$143,000) per school year for such School Resource Officer services to the Queensbury Union Free School, for a term commencing on August 19, 2024 and terminating on June 30, 2025, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with the Queensbury Union Free School District, 425 Aviation Road, Queensbury, New York 12804, to provide law enforcement services during normal school hours for the 2024-2025 academic year and for such other events as may be requested by the School District for an amount not to exceed One Hundred Forty-Three Thousand Dollars (\$143,000) per school year, for a term commencing on August 19, 2024 and terminating on June 30, 2025, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: July 23, 2024

- (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 Officers to the Warrensburg Central School District for dedicated School Resource Officer services during the 2024-2025 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:** 08/19/2024
- (h) **Termination Date of Contract:** 06/30/2025
- (i) **Payment Provisions:**
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$95,000
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
1st payment of \$47,500 to be invoiced on 01/02/2025
2nd payment of \$47,500 to be invoiced on 06/01/2025
- (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 2024-2025 school calendar year commencing August 19, 2024 and terminating on June 30, 2025, and

WHEREAS, the District agreed to pay the County an amount not to exceed Ninety-Five Thousand Dollars (\$95,000) for the assignment of one (1) 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 2024**, adopted **Month 00**,

2024. 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 2024.**

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 2024-2025 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 1512 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-Seven Thousand Five Hundred Dollars (\$47,500) twice during the school year, on January 2nd and June 1st. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Forty-Seven Thousand Five Hundred Dollars (\$47,500) as two payments for all SRO services covered under this Agreement for the 2024-2025 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 herein before SRO services from the County begin. 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 IV(A) 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 2024-2025, commencing on August 19, 2024 and terminating on June 30, 2025.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2024**, adopted by the Warren County Board of Supervisors on **Month 00, 2024**, and is made subject to approval of the Warrensburg Central School District Board of Education.

VIII. 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 NO. 000 OF 2024

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, CONOVER, MADAY, STRAINER, GILLIGAN, DRISCOLL, AND
ETU

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

WHEREAS, the Warrensburg Central School District ("School") has requested that the Warren County Sheriff provide law enforcement services by providing coverage equal to one (1) School Resource Officer in the form of either a Patrol Officer, Patrol Officer - Part Time, or a Special Patrol Officer, as determined by the Sheriff, at the Warrensburg Central School for the 2024-2025 academic year, commencing August 19, 2024 and terminating June 30, 2025, and

WHEREAS, the Sheriff has agreed to provide these services during normal school hours throughout the 2024-2025 academic year and for such other events that may be requested by the School District and covered under the terms of the agreement, and

WHEREAS, the school has agreed to pay the County an amount not to exceed Ninety-Five Thousand Dollars (\$95,000) per school year for such School Resource Officer services to the Warrensburg Central School, for a term commencing on August 19, 2024 and terminating on June 30, 2025, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to enter into an agreement with the Warrensburg Central School District, 103 Schroon River Road, Warrensburg, New York 12885, to provide law enforcement services during normal school hours for the 2024-2025 academic year and for such other events as may be requested by the School District for an amount not to exceed Ninety-Five Thousand Dollars (\$95,000) per school year, for a term commencing on August 19, 2024 and terminating on June 30, 2025, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 4***Request for Extending, Rescinding or Amending Existing Contract*****DEPARTMENT NAME:** Sheriff**DATE:** July 23, 2024

- (a) **Purpose of Contract Change:** Amend Sheriff's Office agreement with Watch Systems, LLC (D/B/A) OffenderWatch to provide upgraded features, additional services, and a public application (App) for registered sex offender management.
- (b) **Resolution Number, or Numbers if Amended, which Authorized the Original Contract:** No. 241 of 2023
- (c) **Name of Contractor:** Watch Systems, LLC (D/B/A) OffenderWatch
- (d) **Address of Contractor:** 4 Sanctuary Blvd, Suite 100, Mandeville LA 70471
- (e) **Contractor's Contact Person and Telephone Number:** Katie LaFleur
Sales Representative
(985) 415-6434
kmcormaci@watchsystems.com
- (f) **Commencement Date of Extension:** 09/01/2024
- (g) **Termination Date of Extension:** 04/30/2027
- (h) **Payment Provisions:** i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed \$6,666.66
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Annually

09/01/2024 - \$1,666.66
05/01/2025 - \$2,500.00
05/02/2026 - \$2,500.00
- (i) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

A.3110 470 General Sheriff's Law Enforcement - Contract \$6,666.66

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

* as listed in budget and LOGOS



Quote # Q-00303
Date 7/11/2024

Watch Systems, LLC
 4 Sanctuary Blvd, Suite 100,
 Mandeville, LA 70471

Customer Information

Bill to
 Warren County NY SO
 1400 State Route 9,
 Lake George, New York 12845

Ship to
 Warren County NY SO
 1400 State Route 9,
 Lake George, New York 12845

Contact Information

Prepared by
 Katie LaFleur
 kcormaci@watchsystems.com
 (985) 415-6434

Prepared for
 John Howse
 john.howse@warrencountysheriffny.us
 518-743-2583

Product Information

Add-Ons & Upgrades

Code	Name	Description	Subscription Type
WS520	Family Safety App	Annual Safe Virtual Neighborhood (SVN) services...Mobile app that alerts parents when their children are in contact with a sex offender.	Renewable
WS501	Active Contact	Annual Notification of Active Contact Service. ..Helps increase compliance with automatic e-mail and telephone reminders to offenders.	Renewable
WS503	Booking Alerts	Annual Notification of Booking Alerts Service. ... Alerts law enforcement when an offender is booked or released from incarceration.	Renewable
WS508	Express Check-in	Annual OffenderWatch Express Service...Offenders can reregister online to speed up the verification process when they come into the office.	Renewable
WS509	Focus Score	Annual software analytic for law enforcement agencies. ..Better utilize resources on registered sex offenders who need the most oversight.	Renewable
WS515	Mobile Ops App	Annual OffenderWatch Mobile Service. Mobile app that allows law enforcement to conduct address verifications in the field.	Renewable

Proposed Annual Fee Increases

Year	Term	Description	Upgrade Fees
1	09/01/2024 - 04/30/2025	[Year 1] increase of fees to the existing Warren County Sheriff's Office agreement for all of the upgrades, additional features, and services contained and described under Add-Ons & Upgrades above.	\$1,666.66
2	05/01/2025 - 04/30/2026	[Year 2] increase of fees to the existing Warren County Sheriff's Office agreement for all of the upgrades, additional features, and services contained and described under Add-Ons & Upgrades above.	\$2,500.00
3	05/01/2026 - 04/30/2027	[Year 3] increase of fees to the existing Warren County Sheriff's Office agreement for all of the upgrades, additional features, and services contained and described under Add-Ons & Upgrades above.	\$2,500.00

Proposed Upgrade (3 Year) Total \$6,666.66
One-Time Fees \$0.00
Quote Total \$6,666.66

Payment and Billing Terms

Subscription Term (months)	As Outlined and Described in Annual Fees Above
Payment Frequency	Annual
Payment Terms	Net 30

Contract Terms

Contract Effective Date: The amended agreement shall become effective on September 1, 2024.

Renewal Terms: As outlined and described in the agreement with Warren County Sheriff's Office dated March 13, 2024.

Invoicing: Your agency will be invoiced with the execution of the agreement, payment is due Net 30 days. A 10% late fee will be applied to any invoice more than 10 days past due.

Annual Renewal Cost: The annual renewal cost for OffenderWatch and other subscription is subject to increase based on Federal requirements, market conditions, increasing product value, customer deployment scenarios, and other factors.

Terms & Conditions: <https://www.offenderwatch.com/license-agreement>

Key Personnel

Please provide contact information below for your key personnel and billing assigned to this effort.

Name	Function	Phone	Email
	Project Manager		
	IT Coordinator		
	GIS Coordinator		
	Accounting/Billing/PO		

Agreed to and Accepted by

Warren County NY SO

Name: _____

Title: _____

Date: _____

Signature: _____

Is a Purchase Order ("PO") required for invoicing?

Yes No

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT (the "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 WATCH SYSTEMS, LLC D/B/A OFFENDER WATCH ("Provider"), having its principal place of business located at 4 Sanctuary Blvd., Suite 100, Mandeville, Louisiana 70471. The County and the Provider are referred to herein individually as a "Party" and collectively as the "Parties."

1. The County and the Provider agree that the Provider shall provide Offender Watch software for sex offender tracking and reporting for the Warren County Sheriff's Office.

2. In consideration of the services to be provided by the Provider, the County shall pay the Provider according to the terms and subject to the conditions set forth in the attached Schedule "A," which amount shall not exceed Three Thousand Eight Hundred Ninety-Eight Dollars and Eighty Cents (\$3,898.80) for 2024-2025; Four Thousand Fifteen Dollars and Seventy-Six Cents (\$4,015.76) for 2025-2026 and Four Thousand One Hundred Thirty-Six Dollars and Twenty-Three Cents (\$4,136.23) for 2026-2027. 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. The County shall make payments within thirty (30) days after receiving a completed invoice.

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 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; Schedule "A;" proof of required insurance as noted in paragraph 8; and Resolution No. 241 of 2023. These documents are attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern.

5. The Provider represents that it 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. The Provider shall indemnify, defend and hold the County harmless from and against any claim, liability, loss or damage, including reasonable attorney's fees, arising by reason of the death or bodily injury of persons, injury to property or other loss or damage resulting or arising, without limitation, from Provider's providing the services or products described in this Agreement.

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.

7. Any type of discrimination and harassment is against Warren County policy and is unlawful. The Provider acknowledges and agrees that it has read the entire Warren County Policy Against Discrimination and Harassment (hereinafter the "Policy"), a copy of which can be found at https://www.warrencountyny.gov/sites/default/files/hr/docs/forms/harassment_policy.pdf. 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 Provider shall follow the Policy in its entirety. If a complaint does arise, the Provider is to notify Warren County promptly. To the fullest extent permitted by law, the Provider 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 the Provider 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 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. 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 on May 1, 2024 and terminate on April 30, 2027. 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 either Party.

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 mail 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 the Agreement, all Parties acknowledge that the County of Warren will not be held liable for payment above that amount.

15. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing and signed by a duly authorized representative of the County. Consent shall not limit County's right to enforce this provision on assigned Parties.

16. 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.

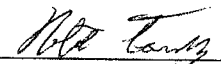
17. The County shall have all of its equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Provider under this Agreement, or any other agreement with the County even if commencing prior to the term of this Agreement.

18. 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.

19. This is the entire Agreement of the Parties and cannot be changed or modified except by mutual written agreement and signed by a duly authorized representative of the County. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

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

Approved as to Form:


Assistant Warren County Attorney

COUNTY OF WARREN

By: 
KEVIN GERAGHTY, CHAIRMAN
Board of Supervisors

Date: March 1, 2024

Date: 3/13/24

WATCH SYSTEMS, LLC D/B/A OFFENDER WATCH

By: 

Print Name: Louis B. Luzynski

Title: CEO

Date: 3/20/2024

SCHEDULE “A”

Watch Systems, LLC (dba OffenderWatch)
 4 Sanctuary Blvd
 Suite 100
 Mandeville, LA 70471

Phone # 985-871-8110



Quotation

Date	Estimate #
2/29/2024	781

Name / Address
Warren County Sheriff's Office 1400 State Route 9 Lake George NY 12845

Please return signed quotes to:
accountsreceivable@watchsystems.com

Rep

Item	Description	Begin Date	End Date	Total
WS300R-OW Local - ...	Renewal of annual subscription for OffenderWatch sex offender notification	5/1/2024	4/30/2025	3,898.80
WS300R-OW Local - ...	Renewal of annual subscription for OffenderWatch sex offender notification	5/1/2025	4/30/2026	4,015.76
WS300R-OW Local - ...	Renewal of annual subscription for OffenderWatch sex offender notification	5/1/2026	4/30/2027	4,136.23
Total				\$12,050.79

Invoicing

Your agency will be invoiced with the execution of the agreement, payment is due net-30 days. A 1% late fee will be applied to any invoice more than 10 days past due.

Renewal

OffenderWatch is an annual subscription that renews automatically. If the agency decides not to renew, then the agency must provide a written notice to OffenderWatch 30 days prior to the renewal date. The renewal date is based on the service dates. Renewal invoice payment is due Net 30 days.

Annual Renewal Cost

The annual renewal cost for OffenderWatch and other subscriptions is subject to increase based on Federal requirements, market conditions, increasing product value, customer deployment scenarios, and other factors.

By signing this quote and returning it to accountsreceivable@watchsystems.com you are agreeing to the terms and conditions listed.

Signature _____

Warren County Board of Supervisors

RESOLUTION NO. 241 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, MAGOWAN, SMITH, CONOVER, MCDEVITT, DRISCOLL, AND LEGGETT

AMENDING RESOLUTION NO. 461 OF 2010, WHICH AUTHORIZED THE CHAIR OF THE BOARD OF SUPERVISORS OR THE WARREN COUNTY SHERIFF TO ENTER INTO AND EXECUTE AGREEMENTS WITH VARIOUS VENDORS OR CONTRACTORS REGARDING SERVICES REQUIRED, FROM TIME TO TIME, BY THE WARREN COUNTY SHERIFF'S OFFICE, SUBJECT TO CERTAIN CONDITIONS, TO INCREASE THE NOT TO EXCEED AMOUNT, CHANGE THE CONTRACT RENEWAL TERMS AND INCLUDE MINOR AMENDMENTS TO REFLECT NECESSARY CHANGES OR CHANGE IN REGULATION

WHEREAS, Resolution No. 461 of 2010, among other things, authorized the Sheriff to enter into and execute agreements with various vendors or contractors regarding services required from time to time by the Sheriff's Office, for an aggregate amount not to exceed Five Thousand Dollars (\$5,000) in any fiscal year, and

WHEREAS, in the regular course of performing its customary and usual governmental functions or performing functions assigned to it by the Board of Supervisors, the Sheriff's Office utilized minor routine and/or emergency services of a number of vendors or contractors for services such as, but not limited to equipment repairs and service, vehicle repairs and service, marine vessel repairs and service, vehicle tow services, medical transport services, medical services, mental health services, veterinary services, professional translation services, pre-employment screening services, law enforcement training services, hazardous cleaning services, septic services, plumbing and HVAC services, communications equipment services, water testing services, pest control, fire alarm testing services, and any services essential for public safety, and

WHEREAS, the aforesaid services are not usually something performed by the County's workforce and approval of these agreements by the Board of Supervisors appears to be routine and ministerial due to the obvious need for such services on a regular and reoccurring basis, and

RESOLUTION NO. 241 OF 2023

PAGE 2 OF 2

WHEREAS, the Criminal Justice & Public Safety Committee approved a request to increase the authority of the Sheriff to enter into and execute agreements for such services to an amount no to exceed Ten Thousand Dollars (\$10,000) per vendor/contractor, per year, with a contract renewal term of no more than a five percent (5%) annual rate increase and to include minor amendments to reflect necessary changes in terms or change in regulation, and

WHEREAS, the Warren County Sheriff budgets for these types of services which generally range in costs from a few hundred dollars to a few thousand dollars, and

WHEREAS, any agreement that requires an RFP or a formal bid would require an additional Board resolution and the agreement would be executed by the Chair of the Board of Supervisors, now, therefore, be it

RESOLVED, that until such time as this resolution is repealed, the Chair of the Board of Supervisors or the Warren County Sheriff be, and hereby are, authorized, from time to time and without the need for additional separate resolutions, to enter into and execute agreements on behalf of Warren County with various vendors or contractors with regard to various services within the budget of the Sheriff's Office, subject to the following conditions: (1) any agreement may not individually exceed the aggregate amount of Ten Thousand Dollars (\$10,000) per vendor/contractor, per year, with a contract renewal term of no more than five percent (5%) annual rate increase and to include minor amendments to reflect necessary changes or change in terms in regulation; (2) the services must have been budgeted for; there must be budgeted funds available to pay for the same, and purchase orders and/or computer data entries required by the County's accounting software must occur; (3) the County's Purchasing Policy must still be followed (with the exception of the need to acquire resolutions); and (4) any required agreements must be approved by the Sheriff and, if required, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: SHERIFF

SIGNED: _____

DATE: July 23, 2024

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3120.1002 130	School Resource Off Qby - Part Time	A.3120.1002 120	School Resource Officer Qby - Overtime	\$3,470.73

Please state reason for transfers requested: The transfer is necessary to move surplus funds in the QUFSD SRO Salaries Part-Time code to address a deficit in the QUFSD SRO Salaries Overtime code.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfers requested:

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

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: SHERIFF

SIGNED: _____

DATE: July 23, 2024

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3150 110	Corrections Salaries - Regular	A.3150 120	Corrections Salaries - Overtime	\$350,000

Please state reason for transfers requested: Fund Sheriff's Office Correction Division Overtime salary code deficit.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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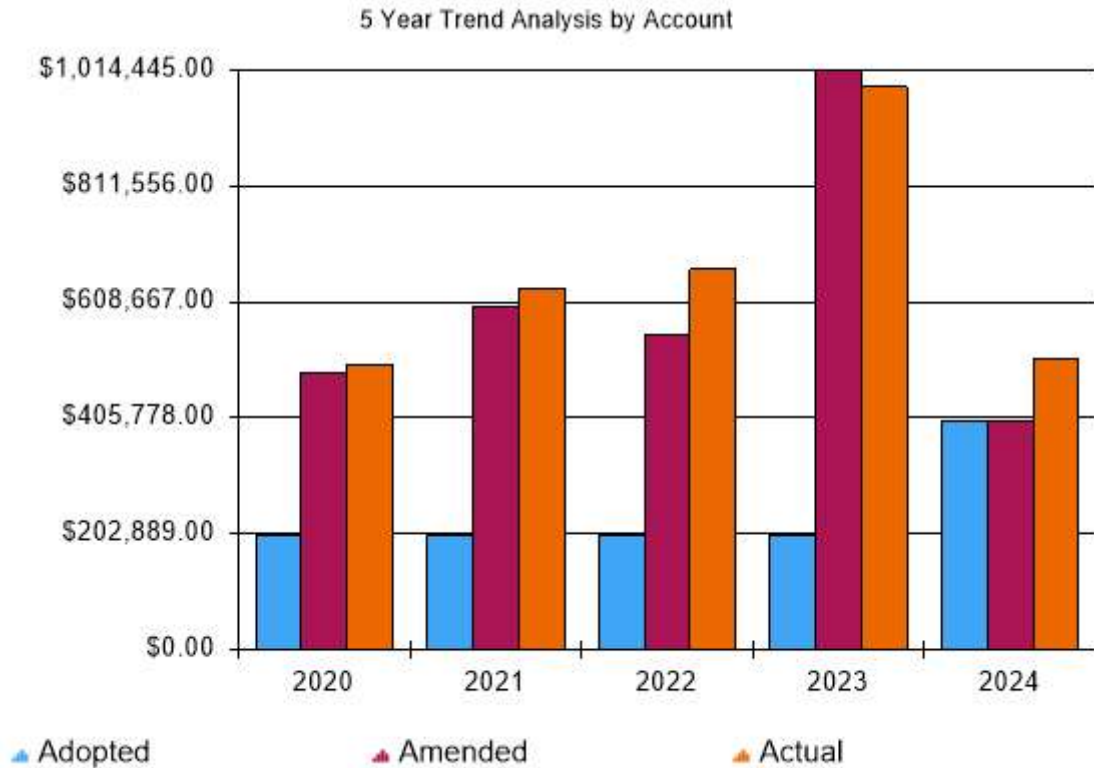
Please state reason for transfers requested:

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

Chart By Account ▼

A.3150 120 (General.Sheriff's Correction Division Salaries - Overtime)

Classification **Personal Services**



	2020	2021	2022	2023	2024
<input type="checkbox"/> Adopted	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$400,000.00
<input type="checkbox"/> Amended	\$485,000.00	\$600,000.00	\$550,000.00	\$1,014,445.00	\$400,000.00
<input type="checkbox"/> Actual	\$500,001.11	\$631,975.21	\$665,189.26	\$984,811.66	\$507,546.32