

CRIMINAL JUSTICE, PUBLIC SAFETY &
EMERGENCY SERVICES COMMITTEE
SHERIFF AGENDA
FEBRUARY 27, 2025

COMMITTEE MEMBERS: Supervisors Geraci, Conover, Maday, Strainer, Gilligan, Driscoll, Patchett, 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: Amend the Hadley-Luzerne Central School District school resource officer agreement.
Rationale: An amendment is necessary to accommodate a request from the Hadley-Luzerne Central School District to increase the contract amount.

 2. Request: Enter into an intermunicipal agreement with the Lake George Park Commission for routine service, emergency repairs, and replacement parts for Sheriff's Office patrol vessels. The agreement shall also allow for the purchase, and/or replacement, of vessel fuel through the responsible/preferred vendor and specifications of the Lake George Commission.
Rationale: Agreement is necessary to allow for annual service, preventative maintenance, summarization, winterization, repairs, and fuel for Sheriff's Office patrol vessels. The Lake George Park Commission will complete repairs and maintenance at a rate of \$75.00 per hour and all vessel parts will be provided at Park Commission's cost. The agreement must allow for purchase and/or replacement of fuel from the LG Park Commission.

 3. Request: Ratifying our actions in regard to the submission of an application for a New York State Division of Homeland Security and Emergency Services 2024 Statewide Interoperable Communications Grant Program (SICG) grant.
Rationale: Warren County Sheriff's Office applied for, and received, a \$492,667 award to participate in the New York State 2024 Statewide Interoperable Communications Grant Program intended to assist and support counties in improving interoperability and operability of emergency communications systems.

 4. Request: Amend the County budget to increase revenues in the amount of the New York State Division of Homeland Security and Emergency Services 2024 Statewide Interoperable Communications Grant Program (SICG) grant award.
Rationale: Warren County Sheriff's Office applied for, and received, a \$492,667 award to participate in the New York State Division of Homeland Security and Emergency Services 2024 Statewide Interoperable Communications Grant Program. 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 Homeland Security and Emergency Services 2024 Public Safety Answering Point Operations Grant Program (PSAP) grant.

Rationale: Warren County Sheriff's Office applied for, and received, a \$165,940 award to participate in the New York State Division of Homeland Security and Emergency Services 2024 Public Safety Answering Point Operations Grant Program which provides state support for eligible public safety emergency call-taking and dispatching expenses.

6. Request: Amend the County budget to increase revenues in the amount of the New York State Division of Homeland Security and Emergency Services 2024 Public Safety Answering Point Operations Grant Program (PSAP) grant award.

Rationale: Warren County Sheriff's Office applied for, and received, a \$165,940 award to participate in the New York State Division of Homeland Security and Emergency Services 2024 Public Safety Answering Point Operations Grant Program. The request is necessary to amend the County budget in this amount.

7. Request: Amend the County budget to transfer \$619,811.82 remaining in the Sheriff's Law Enforcement FY2024-25, LETECH Grant from fiscal year 2024 to fiscal year 2025.

Rationale: The transfer is necessary to utilize the funds in 2025.

8. Request: Amend the County budget to transfer \$29,740.52 remaining in the Sheriff's Law Enforcement FY19 Edward Byrne Memorial Grant from fiscal year 2024 to fiscal year 2025.

Rationale: The transfer is necessary to utilize the funds in 2025.

9. Request: Amend the County budget to transfer \$10,237.70 remaining in the Sheriff's Law Enforcement FY22 Edward Byrne Memorial Grant from fiscal year 2024 to fiscal year 2025.

Rationale: The transfer is necessary to utilize the funds in 2025.

10. Request: Amend the County budget to transfer \$8,216.07 remaining in the Sheriff's 911 Center New York State Division of Homeland Security and Emergency Services 2023 Statewide Interoperable Communications Grant Program (SICG) grant from fiscal year 2024 to fiscal year 2025.

Rationale: The transfer is necessary to utilize the funds in 2025.

11. Request: Enter into an agreement with Lexipol for an annual subscription allowing 24/7 access to the PoliceOne Academy and CorrectionsOne Academy training programs and courses.

Rationale: Lexipol has an extensive library of comprehensive training courses, virtual training programs, and thousands of training videos covering a wide variety essential training topics for police officers, criminal investigators, corrections officers, and communications officers.

12. Request: Standardize the Sheriff's Office Correctional Facility's integrator security systems, control systems, and safety monitoring systems, and the service and maintenance of such systems by naming Securitas Technology Corporation as the exclusive vendor for such services.

Rationale: Securitas Technology Corporation recently acquired Stanley Convergent Security Solutions, Inc., a vendor that was approved in 2006 to serve as the exclusive vendor for the Sheriff's Office Correctional Facility integrator security systems, control systems, and safety monitoring systems. The experience, proprietary data, and systems previously owned by Stanley Convergent Security Solutions, Inc. are only available now through Securitas Technology Corporation and the Sheriff's Office requests they be named the exclusive vendor to provide such services. Attempting to integrate new, or additional, vendors into the facility's existing systems would be costly and inefficient.

IV. Discussion Items:

V. Referrals/Pending Items:

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

VII. Motion to adjourn

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- Attachments:
1. Resolution Request Form No. 4 - Request to Amend Existing Contract (Hadley-Luzerne SRO)
 2. Resolution Request Form No. 3 - Request for New Contract (LG Park Commission)
 3. Resolution Request Form No. 5 - Request for a Grant Agreement (2024 SICG Grant)
 4. Resolution Request Form No. 7 - Request to Amend County Budget (2024 SICG Grant)
 5. Resolution Request Form No. 5 - Request for a Grant Agreement (2024 PSAP Grant)
 6. Resolution Request Form No. 7 - Request to Amend County Budget (2024 PSAP Grant)
 7. Resolution Request Form No. 7 - Request to Amend County Budget (2024-25 LE TECH Grant)
 8. Resolution Request Form No. 7 - Request to Amend County Budget (FY19 JAG Grant)
 9. Resolution Request Form No. 7 - Request to Amend County Budget (FY22 JAG Grant)
 10. Resolution Request Form No. 7 - Request to Amend County Budget (2023 SICG Grant)
 11. Resolution Request Form No. 3 - Request for New Contract (Lexipol)
 12. Resolution Request Form No. 20 - Miscellaneous (Securitas)

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Sheriff

DATE: February 27, 2025

- (a) **Purpose of Contract Change:** Increase the contract amount with Hadley-Luzerne Central School District from \$90,000 to \$100,000
- (b) **Resolution Number, or Numbers if Amended, which Authorized the Original Contract:** Resolution No. 256 of 2024
- (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) **Commencement Date of Extension:** 08/19/2024
- (g) **Termination Date of Extension:** 06/30/2025
- (h) **Payment Provisions:**
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$100,000
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)

1st payment of \$50,000 on 01/02/2025
2nd payment of \$50,000 on 06/01/2025
- (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.3120.1001 2260 School Resource Officers - Hadley-Luzerne School District
Public Safety - Other Govt

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

* as listed in budget and LOGOS

**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, who 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 academic school year commencing August 19, 2024 and terminating 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 one (1) such SRO(s) and their services at the Stuart M. Townsend Elementary School and one (1) SRO(s) and their services at the Hadley-Luzerne Junior/Senior High School, 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. 256 of 2024, adopted August 16, 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. 256 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 to the Stuart M. Townsend Elementary School and one (1) SRO to the Hadley-Luzerne Junior/Senior High School. 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 1,512 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.

f. Termination of SRO Services by County

The County possesses the unilateral right to either suspend or terminate this Agreement, upon three calendar (3) 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.

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 year. The contractual amount due under this Agreement shall be paid and deemed earned by the County and owed to 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 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 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) 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 the insurance 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, arising out of or in connection with the employment status or employment related claims arising from SRO 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 August 19, 2024 and terminating June 30, 2025.

VII. AUTHORITY:

This Agreement is made and executed pursuant to Resolution No. 256 of 2024, adopted by

the Warren County Board of Supervisors on August 16, 2024, and is made subject to approval of the Hadley-Luzerne Central School District Board of Education.

VIII. ELECTRONIC SIGNATURE:

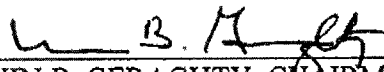
This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and- all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall 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.

Approved as to Form:

COUNTY OF WARREN

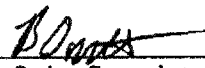

Assistant County Attorney

By: 
KEVIN B. GERAGHTY, CHAIRMAN
Board of Supervisors

Date August 14, 2024

Date 8/16/24

HADLEY-LUZERNE CENTRAL SCHOOL DISTRICT

By: 
Burgess Ovitt, Superintendent

Date 9/9/24

Warren County Board of Supervisors

RESOLUTION NO. 256 OF 2024

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

AUTHORIZING AN AGREEMENT WITH 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, and/or a Special Patrol Officer, as determined by the Sheriff, with one to be stationed at the Stuart M. Townsend Elementary School and the other at the Hadley-Luzerne Junior/Senior High 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) for such School Resource Officers services at each of the two schools in the Hadley-Luzerne Central School District, for a term commencing August 19, 2024 and terminating 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, in an amount not to exceed Ninety Thousand Dollars (\$90,000) to provide law enforcement services during normal school hours throughout the 2024-2025 academic year and for such other events as may be requested by the School District, for a term commencing August 19, 2024 and terminating June 30, 2025, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3***Request for New Contract*****DEPARTMENT NAME:** Sheriff**DATE:** February 27, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Routine service, emergency repairs, and replacement parts for Sheriff's Office vessels. Additionally, the agreement shall allow for the purchase and/or replacement of fuel through the responsible/preferred vendor and specifications of the Lake George Commission
- (c) **Name of Contractor:** Lake George Park Commission
- (d) **Address of Contractor:** 75 Fort George Road, Lake George NY 12845
- (e) **Contractor's Contact Person and Telephone Number:** Joe Johns
Director of Law Enforcement
jjohns@lgpc.state.ny.us
(518) 668-9347
- (f) **Has or will the Contract be provided, if so, please attach:** No
- (g) **Commencement Date of Contract:** 03/01/2025
- (h) **Termination Date of Contract:** 02/28/2026
- (i) **Payment Provisions:** i) lump sum amount
ii) hourly rate amount \$75/hr. (labor)/Parts at Cost
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Upon Completion
- (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.3110 441 General Sheriff's Law Enforcement - Auto Supplies & Repair (Service)

A.3110 442 General Sheriff's Law Enforcement - Automotive Gas & Oil (Fuel)

* as listed in budget and LOGOS

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement (the “Agreement”) is made by and between the COUNTY OF WARREN, 1340 State Route 9, Lake George, New York 12845 (“County”) and the LAKE GEORGE PARK COMMISSION, with principal office and place of business located at 75 Fort George Road, Lake George, New York 12845 (“Commission”).

WHEREAS, the County Sheriff’s office is organized and empowered under Article 17 of the County Law, and

WHEREAS, the Commission is a New York State Agency organized and empowered under Article 43 of the Environmental Conservation Law, and

WHEREAS, in the interest of economy and efficiency, the County Sheriff has made a request to the Commission for an Agreement for the Commission to provide routine service, emergency repair services, replacement parts and fuel for the Sheriff’s Office vessels, and

WHEREAS, in consideration of the services delivered by the Commission, the County shall pay the Commission a fixed labor rate of Seventy-Five Dollars (\$75.00) and parts and fuel are to be billed at the cost incurred by the State of New York, and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of memorializing their understanding with respect to the obligations and duties of the parties hereto,

NOW, THEREFORE, the parties hereto agree as follows:

1. The Commission and the County agree that the Commission shall provide marine vessel services as provided herein at the agreed upon fixed labor rate of Seventy-Five Dollars (\$75.00) per hour and with parts and fuel to be billed at the cost incurred by the State of New York.
2. The County shall make payments within thirty (30) days after receiving a completed invoice.
3. Not more than one (1) time annually, and on such date as the parties can agree upon, the County Sheriff shall, upon request of the Commission, submit for Board approval, any changes in compensation.
4. This Agreement shall commence on March 1, 2024 and terminate on February 28, 2025. Either party may terminate this Agreement with or without cause at any time or for convenience upon thirty (30) days written notice by either party.
5. Relationship of the parties:
 - a. The relationship of the Commission to the County, individually, arising out

of this Agreement shall be that of an independent contractor. The Commission, 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 Commission, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Commission 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 Commission shall be within the employ of the Commission, 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 commission or any person, firm, company, agency, association, corporation, or organization engaged by Commission 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 Commission hereby agrees to indemnify and hold harmless the County against any liabilities.

6. Any type of discrimination and harassment is against Warren County policy and is unlawful. The Commission 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 Commission shall follow the Policy in its entirety. If a complaint does arise, the Commission is to notify Warren County promptly. To the fullest extent permitted by law, the Commission 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 Commission and/or agent's breach of this Policy.

7. This Agreement may not be assigned, in whole or in part, by the Commission 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.

8. 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.

9. 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.

10. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement and signed by the 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, the parties have caused this Agreement to be executed by their duly authorized representatives as of the latest date written below.

Approved as to Form:

COUNTY OF WARREN

Scott Tanti
Assistant Warren County Attorney

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

Date: *March 1, 2024*

Date: *3/4/24*

LAKE GEORGE PARK COMMISSION

By: *Dave Wick*

Print Name: *Dave Wick*

Title: *Executive Director*

Date: *3/5/24*

Warren County Board of Supervisors

RESOLUTION NO. 39 OF 2024

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

AUTHORIZING INTERMUNICIPAL AGREEMENT WITH LAKE GEORGE PARK COMMISSION FOR ROUTINE SERVICE, EMERGENCY REPAIRS, REPLACEMENT PARTS AND FUEL FOR THE SHERIFF'S OFFICE VESSELS

WHEREAS, the Warren County Sheriff requested and the Criminal Justice, Public Safety & Emergency Services Committee approved a proposed agreement with the Lake George Park Commission for routine service, emergency repair services replacement parts and fuel for the Sheriff's Office vessels with labor performed at the fixed rate of \$75.00 and parts and fuel billed at the cost incurred by the State of New York, now, therefore be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an intermunicipal agreement with Lake George Park Commission, 75 Fort George Road, Lake George, New York 12845, for routine service, emergency repairs, replacement parts and fuel for the Sheriff's Office vessels, with labor costs not to exceed Seventy-Five Dollars (\$75) per hour and with parts and fuel to be billed at the cost incurred by the State of New York, for a term commencing March 1, 2024 and terminating February 28, 2025, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds for this agreement shall be expended from Budget Code A.3110 441, Sheriff's Law Enforcement, Auto-Supplies & Repair, and Budget Code A.3110 442, Sheriff's Law Enforcement, Automotive - Gas & Oil.

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement (the “Agreement”) is made by and between the COUNTY OF WARREN, 1340 State Route 9, Lake George, New York 12845 (“County”) and the LAKE GEORGE PARK COMMISSION, with principal office and place of business located at 75 Fort George Road, Lake George, New York 12845 (“Commission”).

WHEREAS, the County Sheriff’s office is organized and empowered under Article 17 of the County Law, and

WHEREAS, the Commission is a New York State Agency organized and empowered under Article 43 of the Environmental Conservation Law, and

WHEREAS, in the interest of economy and efficiency, the County Sheriff has made a request to the Commission for an Agreement for the Commission to provide routine service, emergency repair services, replacement parts and fuel for the Sheriff’s Office vessels, and

WHEREAS, in consideration of the services delivered by the Commission, the County shall pay the Commission a fixed labor rate of Seventy-Five Dollars (\$75.00) and parts and fuel are to be billed at the cost incurred by the State of New York, and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of memorializing their understanding with respect to the obligations and duties of the parties hereto,

NOW, THEREFORE, the parties hereto agree as follows:

1. The Commission and the County agree that the Commission shall provide marine vessel services as provided herein at the agreed upon fixed labor rate of Seventy-Five Dollars (\$75.00) per hour and with parts and fuel to be billed at the cost incurred by the State of New York.
2. The County shall make payments within thirty (30) days after receiving a completed invoice.
3. Not more than one (1) time annually, and on such date as the parties can agree upon, the County Sheriff shall, upon request of the Commission, submit for Board approval, any changes in compensation.
4. This Agreement shall commence on March 1, 2024 and terminate on February 28, 2025. Either party may terminate this Agreement with or without cause at any time or for convenience upon thirty (30) days written notice by either party.
5. Relationship of the parties:
 - a. The relationship of the Commission to the County, individually, arising out

of this Agreement shall be that of an independent contractor. The Commission, 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 Commission, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Commission 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 Commission shall be within the employ of the Commission, 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 commission or any person, firm, company, agency, association, corporation, or organization engaged by Commission 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 Commission hereby agrees to indemnify and hold harmless the County against any liabilities.

6. Any type of discrimination and harassment is against Warren County policy and is unlawful. The Commission 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 Commission shall follow the Policy in its entirety. If a complaint does arise, the Commission is to notify Warren County promptly. To the fullest extent permitted by law, the Commission 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 Commission and/or agent's breach of this Policy.

7. This Agreement may not be assigned, in whole or in part, by the Commission 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.

8. 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.

9. 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.

10. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement and signed by the 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, the parties have caused this Agreement to be executed by their duly authorized representatives as of the latest date written below.

Approved as to Form:

COUNTY OF WARREN

Scott Tawley
Assistant Warren County Attorney

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

Date: *March 1, 2024*

Date: *3/4/24*

LAKE GEORGE PARK COMMISSION

By: *Dave Wick*

Print Name: *Dave Wick*

Title: *Executive Director*

Date: *3/5/24*

Warren County Board of Supervisors

RESOLUTION NO. 39 OF 2024

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

AUTHORIZING INTERMUNICIPAL AGREEMENT WITH LAKE GEORGE PARK COMMISSION FOR ROUTINE SERVICE, EMERGENCY REPAIRS, REPLACEMENT PARTS AND FUEL FOR THE SHERIFF'S OFFICE VESSELS

WHEREAS, the Warren County Sheriff requested and the Criminal Justice, Public Safety & Emergency Services Committee approved a proposed agreement with the Lake George Park Commission for routine service, emergency repair services replacement parts and fuel for the Sheriff's Office vessels with labor performed at the fixed rate of \$75.00 and parts and fuel billed at the cost incurred by the State of New York, now, therefore be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an intermunicipal agreement with Lake George Park Commission, 75 Fort George Road, Lake George, New York 12845, for routine service, emergency repairs, replacement parts and fuel for the Sheriff's Office vessels, with labor costs not to exceed Seventy-Five Dollars (\$75) per hour and with parts and fuel to be billed at the cost incurred by the State of New York, for a term commencing March 1, 2024 and terminating February 28, 2025, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds for this agreement shall be expended from Budget Code A.3110 441, Sheriff's Law Enforcement, Auto-Supplies & Repair, and Budget Code A.3110 442, Sheriff's Law Enforcement, Automotive - Gas & Oil.

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Sheriff

DATE: February 27, 2025

- (a) **Purpose of Grant:** Communication Center Interoperability Enhancement
- (b) **Name of Grantor:** NYS Division of Homeland Security & Emergency Services
- (c) **Address of Grantor:** 1220 Washington Avenue, Building 7A, Albany NY 12226
- (d) **Grantor's Contact Person and Telephone Number:** Eric Abramson,
Director of Grants Program
(518) 402-2123
- (e) **Has or Will the Grant Application or Grant Agreement been provided, if so, please attach:** Yes
- (f) **Effective Date of Grant:** January 1, 2024
- (g) **Termination Date of Grant:** December 31, 2026
- (h) **Total Dollar Amount Involved (Not to Exceed):** \$492,667
- (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



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

January 28, 2025

The Honorable Kevin Geraghty
Chair, Warren County Board of Supervisors
Municipal Center
1340 State Route 9
Lake George, NY 12845

Dear Mr. Geraghty:

I am pleased to announce that Warren County has been awarded \$492,667 under the New York State 2024 Statewide Interoperable Communications Grant Program (2024 SICG-Formula). This program, administered by my agency, allows for the State support to aid county, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC). The 2024 SICG-Formula Program will concentrate on improving interoperability and operability of communications systems in New York State. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2024 SICG-Formula grant will be 36 months, beginning January 1, 2024 – December 31, 2026, with the possibility of an extension based upon a good cause shown and ample justification for needing additional time. Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 45 calendar days from the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of *"your public safety first"* responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Mark Balistreri, at 518-322-4939.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Bray".

Jackie Bray
Commissioner

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: February 27, 2025

(a) Purpose of Amendment: Amend County Budget to reflect revenues from a New York State Division of Homeland Security and Emergency Services Statewide Interoperable Communications Grant Program (SICG) grant award.

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

A.3020.4056 250	Sheriff's 911 Center	\$492,667
	2024 Interoperable Comm Grant	
	Technical Equipment	

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

A.3020.4056 3380	Sheriff's 911 Center	\$492,667
	2024 Interoperable Comm Grant	
	State Homeland Security Grant Program	



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

January 28, 2025

The Honorable Kevin Geraghty
Chair, Warren County Board of Supervisors
Municipal Center
1340 State Route 9
Lake George, NY 12845

Dear Mr. Geraghty:

I am pleased to announce that Warren County has been awarded \$492,667 under the New York State 2024 Statewide Interoperable Communications Grant Program (2024 SICG-Formula). This program, administered by my agency, allows for the State support to aid county, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC). The 2024 SICG-Formula Program will concentrate on improving interoperability and operability of communications systems in New York State. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2024 SICG-Formula grant will be 36 months, beginning January 1, 2024 – December 31, 2026, with the possibility of an extension based upon a good cause shown and ample justification for needing additional time. Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 45 calendar days from the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Mark Balistreri, at 518-322-4939.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Bray".

Jackie Bray
Commissioner

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Sheriff

DATE: February 27, 2025

- (a) **Purpose of Grant:** Public Safety Call-Taking and Dispatching Expenses
- (b) **Name of Grantor:** NYS Division of Homeland Security & Emergency Services
- (c) **Address of Grantor:** 1220 Washington Avenue, Building 7A, Albany NY 12226
- (d) **Grantor's Contact Person and Telephone Number:** Eric Abramson,
Grant Program Director
(518) 402-2123
- (e) **Has or Will the Grant Application or Grant Agreement been provided, if so, please attach:** Yes
- (f) **Effective Date of Grant:** January 1, 2024
- (g) **Termination Date of Grant:** December 31, 2025
- (h) **Total Dollar Amount Involved (Not to Exceed):** \$165,940
- (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



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

January 28, 2025

The Honorable Kevin Geraghty
Chair, Warren County Board of Supervisors
Municipal Center
1340 State Route 9
Lake George, NY 12845

Dear Mr. Geraghty:

I am pleased to announce that Warren County has been awarded \$165,940 under the New York State 2024 Public Safety Answering Point Operations Grant Program (2024 PSAP Grant). This program, administered by my agency, allows for State support to counties for eligible public safety call-taking and dispatching expenses. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the state.

The performance period for the 2024 PSAP grant will be 24 months, beginning calendar year 2024 (January 1, 2024 – December 31, 2025). Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 45 calendar days of the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated PSAP point of contact, to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Mark Balistreri, at 518-322-4939.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Bray".

Jackie Bray
Commissioner

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: February 27, 2025

(a) **Purpose of Amendment:** Amend County Budget to reflect revenues from a New York State Division of Homeland Security and Emergency Services Public Safety Answering Point Operations Grant Program (PSAP) grant award.

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

A.3020.4055 250	Sheriff's 911 Center	\$165,940
	2024 PSAP Grant	
	Technical Equipment	

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

A.3020.4055 3380	Sheriff's 911 Center	\$165,940
	2024 PSAP Grant	
	State Homeland Security Grant Program	



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

January 28, 2025

The Honorable Kevin Geraghty
Chair, Warren County Board of Supervisors
Municipal Center
1340 State Route 9
Lake George, NY 12845

Dear Mr. Geraghty:

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The performance period for the 2024 PSAP grant will be 24 months, beginning calendar year 2024 (January 1, 2024 – December 31, 2025). Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 45 calendar days of the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated PSAP point of contact, to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Mark Balistreri, at 518-322-4939.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Bray".

Jackie Bray
Commissioner

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: February 27, 2025

(a) **Purpose of Amendment:** Amend County Budget to transfer funds remaining in the Sheriff's Law Enforcement FY2024-25, LETECH Grant from fiscal year 2024 to fiscal year 2025

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

A.3110.4051 250	Sheriff's Law Enforcement FY2024-25 LETECH Grant Technical Equipment	\$619,811.82
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(c) **Revenue Code (with title), and amount:**

A.3110.4051 3391	Sheriff's Law Enforcement FY2024-25 LETECH Grant Law Enforcement Technology Program (LETECH)	\$619,811.82
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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

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: February 27, 2025

- (a) **Purpose of Amendment:** Amend County Budget to transfer funds remaining in the Sheriff's Law Enforcement FY19 Edward Byrne Memorial Grant from fiscal year 2024 to fiscal year 2025

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

A.3110.4052 455	Sheriff's Law Enforcement FY19 Edward Byrne Memorial Grant Safety Equipment	\$29,740.52
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- (c) **Revenue Code (with title), and amount:**

A.3110.4052 4313	Sheriff's Law Enforcement FY19 Edward Byrne Memorial Grant Byrne Grant	\$29,740.52
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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: February 27, 2025

(a) **Purpose of Amendment:** Amend County Budget to transfer funds remaining in the Sheriff's Law Enforcement FY22 Edward Byrne Memorial Grant from fiscal year 2024 to fiscal year 2025

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

A.3110.4053 455	Sheriff's Law Enforcement	\$10,237.70
	FY22 Edward Byrne Memorial Grant	
	Safety Equipment	

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

A.3110.4053 4313	Sheriff's Law Enforcement	\$10,237.70
	FY22 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: 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>

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: February 27, 2025

(a) **Purpose of Amendment:** Amend County Budget to transfer funds remaining in the Sheriff's 911 Center New York State Division of Homeland Security and Emergency Services 2023 Statewide Interoperable Communications Grant Program (SICG) grant from fiscal year 2024 to fiscal year 2025

(b) **Appropriation Code, Object Code, Full Title and Amount:**
A.3020.4049 250 Sheriff's 911 Center \$8,216.07
2023 Interoperable Comm Grant
Technical Equipment

(c) **Revenue Code (with title), and amount:**
A.3020.4049 3380 Sheriff's 911 Center \$ 8,216.07
2023 Interoperable Comm Grant
State Homeland Security Program

Annual Totals YTD

Reclass Journal Type

Classification **Equipment**

Fiscal Year **2024**

Amended Budget \$492,667.00 Percent Used 98%	Encumbrances \$46,767.50	Expenses \$437,683.43	YTD Balance \$8,216.07
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Month	Budget	Amendments	Encumbrances	Expenses	Current YTD Balance
January	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
February	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
March	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
April	\$0.00	\$492,667.00	\$0.00	\$0.00	\$492,667.00
May	\$0.00	\$0.00	\$0.00	\$0.00	\$492,667.00
June	\$0.00	\$0.00	\$130,144.75	\$0.00	\$362,522.25
July	\$0.00	\$0.00	\$341,316.40	\$0.00	\$21,205.85
August	\$0.00	\$0.00	-\$12,103.20	\$18,840.50	\$14,468.55
September	\$0.00	\$0.00	-\$75,271.00	\$75,271.00	\$14,468.55
October	\$0.00	\$0.00	-\$36,033.25	\$41,103.03	\$9,398.77
November	\$0.00	\$0.00	-\$294,548.90	\$294,548.90	\$9,398.77
December	\$0.00	\$0.00	-\$6,737.30	\$7,920.00	\$8,216.07
Total	\$0.00	\$492,667.00	\$46,767.50	\$437,683.43	\$8,216.07
Unposted Transactions	\$0.00	\$0.00	\$0.00	\$0.00	\$8,216.07
Grand Total	\$0.00	\$492,667.00	\$46,767.50	\$437,683.43	\$8,216.07

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: February 27, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Subscription for online police & corrections training
- (c) **Name of Contractor:** Lexipol
- (d) **Address of Contractor:** 2611 Internet Blvd., Suite 100, Frisco TX 75034
- (e) **Contractor's Contact Person and Telephone Number:** Margaret Henderson
Brandon Tarr
(844) 312-9500
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 04/01/2025
- (h) **Termination Date of Contract:** 03/31/2028 (with option for two one-year extensions upon mutual agreement of both parties)
- (i) **Payment Provisions:**
 - i) **lump sum amount** \$11,189.36 (annually)
 - ii) **hourly rate amount**
 - iii) **total amount not to exceed** \$33,568.08 (3 year total)
 - 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.3110 444 Sheriff's Law Enforcement - Travel/Education/Conference

2022 Annual Subscription to be paid by 04/30/2025 - \$11,189.36

2023 Annual Subscription to be paid by 04/30/2026 - \$11,189.36

2024 Annual Subscription to be paid by 04/30/2027 - \$11,189.36

* as listed in budget and LOGOS



2611 Internet Blvd
 Ste 100
 Frisco TX 75034
 United States

Subscription

Id SUB007204
 Term Annual
 Next Bill 3/1/2025

Warren County Sheriff's Office
 (NY)
 Warren County Sheriff's Office
 (NY)
 1400 State Rte 9
 Lake George NY 12845
 United States

This is NOT an Invoice

Quantity	Item	Rate	Amount
99	CorrectionsOne Academy Annual Rate Per User_01t1P000001yFjoQAE_renewal CorrectionsOne Academy Annual Rate Per User	55.12	\$5,456.88
104	PoliceOne Academy Annual Rate Per User_01t1P000001yFk0QAE_renewal PoliceOne Academy Annual Rate Per User	55.12	\$5,732.48
		Total	\$11,189.36



MASTER SERVICE AGREEMENT

Agency's Name: Warren County Sheriff's Office (NY)
Agency's Address: 1400 State Rte 9
Lake George, New York 12845

Attention:

Sales Rep: Brandon Tarr
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

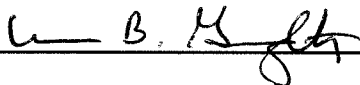
Effective Date: 4-1-2023
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:


- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Warren County Sheriff's Office (NY)

Signature: 
Print Name: Kevin B. Geraghty
Title: Chairman of the Board
Date Signed: 4/21/23

Lexipol, LLC

Signature: 
Print Name: Jan Roos
Title: Vice President & General Counsel
Date Signed: 4-10-2023

Approved as to Form

 4/11/23
Warren County Attorney

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
104	PoliceOne Academy Annual Rate (Start: 4/1/2023 End: 3/31/2024)	USD 92.88	42.94%	USD 4,147.52	USD 5,512.00
99	CorrectionsOne Academy Annual Rate Per User (Start: 4/1/2023 End: 3/31/2024)	USD 92.88	42.94%	USD 3,948.12	USD 5,247.00
	Subscription Line Items Total			USD 8,095.64	USD 10,759.00
1	CorrectionsOne Academy Account Services & Setup	USD 300.00	100%	USD 300.00	USD 0.00
	One-Time Line Items Total			USD 300.00	USD 0.00
				USD 8,395.64	USD 10,759.00
				Discount:	USD 8,395.64
				TOTAL:	USD 10,759.00

Notes

This quote is for a 2 year period. 2023 -2025
 2023 subscription to be paid - \$10,759
 2024 subscription to be paid - \$10,759

*Price is based on member count and will only change if the member count changes.

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “party” and collectively as the “parties.”

1. **Definitions.** Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 **“Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 **“Agency Data”** means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 **“Agreement”** means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **“Effective Date”** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the “Effective Date.”

1.5 **“Initial Term”** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 **“Lexipol Content”** means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 **“Services”** means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. **Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the “Custom Agreement Terms” section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation.** This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 **For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to Lexipol’s Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ **Note:** fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. **Indemnification.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. **Limitation of Liability.** Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Compliance; Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

Warren County Board of Supervisors

RESOLUTION NO. 192 OF 2023

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

AMENDING AGREEMENT WITH LEXIPOL FOR A SUBSCRIPTION FOR ONLINE POLICE AND CORRECTIONS TRAINING FOR THE WARREN COUNTY SHERIFF'S OFFICE, TO INCREASE THE MONTHLY SUBSCRIPTION AMOUNT

WHEREAS, pursuant to Resolution No. 54 of 2022, the Chair of the Board of Supervisors was authorized to execute an agreement with Lexipol, 2611 Internet Boulevard, Suite 100, Frisco, Texas 75034, for a subscription for online police and corrections training for the Warren County Sheriff's Office, in an amount of Nine Thousand Five Hundred Ninety-Three Dollars (\$9,593), per year, for a term commencing April 1, 2022 and terminating March 31, 2023, with the option for two (2) additional one (1) year terms, upon mutual agreement of the parties, and

WHEREAS, the Criminal Justice & Public Safety Committee has approved a request to amend the agreement to increase the monthly subscription amount from Nine Thousand Five Hundred Ninety-Three Dollars (\$9,593) per year to Ten Thousand Seven Hundred Fifty-Nine Dollars (\$10,759) per year, for a term commencing April 1, 2023 and terminating March 31, 2025, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an amendment agreement with Lexipol, to increase the monthly subscription amount to Ten Thousand Seven Hundred Fifty-Nine Dollars (\$10,759) per year, for a term commencing April 1, 2023 and terminating March 31, 2025, in a form approved by the County Attorney, and be it further

RESOLVED, other than the changes outlined herein, all other terms and conditions of Resolution No. 54 of 2022 will remain the same.

RESOLUTION REQUEST FORM NO. 20**Miscellaneous**

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

DEPARTMENT NAME: Sheriff

DATE: February 27, 2025

- (a) **Purpose of Request:** Standardize the Sheriff's Office Correctional Facility's integrator security systems, control systems, and safety monitoring systems, and the service and maintenance of such systems by naming Securitas Technology Corporation as the exclusive vendor for such services.
- (b) **Details:** Securitas Technology Corporation recently acquired Stanley Convergent Security Solutions, Inc., a vendor that was approved in 2006 to serve as the exclusive vendor for the Sheriff's Office Correctional Facility integrator security systems, control systems, and safety monitoring systems. The Sheriff's Office no longer has a vendor to provide such services following the acquisition of Stanley Convergent Security Solutions, Inc.

Warren County has invested a considerable amount of funding, time, and resources with Stanley Convergent Security Solutions, Inc. as sole vendor to install and maintain the facility's integrator security and control systems. These systems are the focal point in maintaining a safe and secure correctional facility. The experience, proprietary data, and systems previously owned by Stanley Convergent Security Solutions, Inc. are only available now with Securitas Technology Corporation and the Sheriff's Office requests they be named the exclusive vendor for services. Attempting to integrate new, or additional, vendors into the facility's existing systems would be costly and inefficient.

- (c) **Previous Resolution Number:** N/A
- (d) **Where are Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:**

N/A

* as listed in budget and LOGOS

PO 2006-1827 \$10,155.00
2007-2366 \$10,939.13
2007-2780 \$2,411.00
2008-482 1,665
2008-1107 \$420.00
2008-2105 \$1,650.00 Emergency

Warren County Board of Supervisors

RESOLUTION NO. 265 OF 2006

Resolution introduced by Supervisors Bentley, VanNess, O'Connor, Belden, Mason, Haskell and Stec

ADOPTING RECOMMENDATION OF WARREN COUNTY SHERIFF TO STANDARDIZE INTEGRATOR SECURITY AND CONTROL SYSTEM IN THE WARREN COUNTY CORRECTIONAL FACILITY - SHERIFF'S OFFICE

WHEREAS, the Warren County Sheriff has recommended that Warren County Correctional Facility standardize the Integrator Security and Control System, pursuant to General Municipal Law Section 103(5) and an Opinion issued by the New York State Comptroller on July 13, 1988 (#88-35), as more specifically set forth in a Memorandum dated March 27, 2006, a copy of which is on file with the Clerk of the Board of Supervisors, and

WHEREAS, the Board of Supervisors acknowledges that the Correctional Facility's Integrator Security and Control System (the "System"), as furnished by Stanley Security Systems, Integrator.com Division, is a focal point in maintaining a safe and secure facility, and the Sheriff has invested a considerable sum of money, time and resources to build a base of records in the system, which included the creation and maintenance of over Two Thousand (2,000) inmate data records and over One Hundred (100) staff data records, and

WHEREAS, that if there was any attempt to integrate a second vendor into the present System, it would be costly and extremely inefficient, given the fact that there would be a need to run two Systems simultaneously and re-train the staff on new programs and would ultimately not be in the best interests of public safety in Warren County, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors standardize the

RESOLUTION NO. 265 OF 2006

Page 2, Continued

security and control system by naming Stanley Security Systems, Integrator.com Division, as the exclusive vendor for the purchase, upgrade and provision of the security and control system at the Warren County Correctional Facility.

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 STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("Provider"), 8350 Sunlight Drive, Suite 200, Fishers, Indiana 46037.

1. The County and the Provider agree that the Provider shall perform service and repair of the locking system in the jail and in 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 a quote provided and agreed to in writing for each procedure as the case arises, for an aggregate amount not to exceed Five Thousand Dollars (\$5,000) in any calendar year, provided the expenditure is in compliance with the County's current purchasing policy at the time of service. 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 each time the services have been completed and an invoice has been received.

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 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.

5. 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.

6. 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. The Provider is also required to carry Workers' Compensation, Disability Insurance and Automobile Liability (\$1,000,000 limit). 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.

7. Provider shall furnish to the County Certificate(s) of Insurance evidencing coverage and extensions stipulated in paragraph number 6 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.

8. This Agreement shall commence upon execution by both parties and terminate upon completion of the services described in Paragraph 1. 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. The County may terminate this Agreement with or without cause at any time or for convenience at any time upon ten (10) days written notice to the Provider.

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

10. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing. This Agreement shall be governed by the laws of the State of New York as to both interpretation and performance, except where the Federal Supremacy Clause requires otherwise. The provider agrees that any state or federal court in New York shall have exclusive jurisdiction to hear any suit, action or proceeding arising out of or in connection with this agreement and consents to submit to the exclusive jurisdiction of any such court.

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

Approved as to Form:

Mary Ellen Keir
Warren County Attorney

WARREN COUNTY SHERIFF

By: Nathan H. York
NATHAN H. YORK
Sheriff

Date: 10/31/18

STANLEY CONVERGENT
SECURITY SOLUTIONS, INC.

By: FGA
Title: GM

Date: 12/19/18

STANLEY CONVERGENT SECURITY SOLUTIONS, INC
INSTALLATION AGREEMENT ADDENDUM

This Addendum is attached to and incorporated by reference into that Service Provider Agreement (the "Agreement") between Stanley Convergent Security Solutions, Inc. (hereinafter "Subcontractor" or "SCSS") and County of Warren (hereinafter "Owner").

1. **Applicability.** This Addendum is intended to modify and/or clarify the Agreement as it pertains to the Work on the above Project.
2. **Indemnification.** SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences therefrom that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.
3. **Hazardous Materials.** In all cases except when the project involves new construction, Owner represents and warrants that to the best of Owner's knowledge the work site is free of any hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, SCSS will not be required to install or service the equipment at such site unless and until Owner certifies the removal or safe containment of such hazardous materials.
4. **WARRANTY DISCLAIMER:** EXCEPT FOR ANY WARRANTIES AGREED UPON IN THE AGREEMENT, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Except as expressly set forth in this Addendum, all the terms and conditions of the Agreement entered into between the parties remain in full force and effect.

Stanley Convergent Security Solutions, Inc.

County of Warren

By: PC-AK

By: [Signature]

Name: PA Hickok

Name: Nathan H. York

Title: GM

Title: Sheriff

Date: 12/19/18

Date: 12-31-18

Approved as to Form:

[Signature]
Warren County Attorney

Warren County Board of Supervisors

RESOLUTION NO. 461 OF 2010

Resolution introduced by Supervisors VanNess, Bentley, Sokol, Girard, Thomas, Conover and McDevitt

AMENDING RESOLUTION NO. 81 OF 2009; AUTHORIZING CHAIRMAN AND 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 - SHERIFF'S OFFICE

WHEREAS, Resolution No. 81 of 2009, among other things, authorized the Chairman of the Board of Supervisors 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 (\$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 utilizes minor routine and/or emergency services of a number of vendors or contractors for services such as, but not limited to lawn equipment repairs, pest control, water testing, laundry equipment repairs, kitchen equipment repairs, refrigeration repairs, vehicle repairs, and small equipment repairs, 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, the Warren County Sheriff is requesting that he be allowed 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, provided any one of the such agreements does not exceed Five Thousand Dollars (\$5,000), and

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WHEREAS, the aforesaid services are not usually something that would be done in house by Sheriff's Office or Department of Public Works employees and approval of these agreements by the Board of Supervisors appears to be routine and ministerial due to the obvious need for the same, and

WHEREAS, the budget process provides an opportunity for adequate review and approval of these types of services and expenses associated with the same and the Board of Supervisors desires to avoid needless additional paperwork and resolutions concerning agreements for the aforesaid services, now, therefore, be it

RESOLVED, that, until such time as this resolution is repealed, the Chairman of the Board of Supervisors or the Warren County Sheriff or his designee 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 governmental work activities or services within the budget of the Warren County Sheriff's Office, subject to the following conditions:(1) any agreement may not individually exceed the aggregate amount of Five Thousand Dollars (\$5,000) in any fiscal year; (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 established 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 Warren County Sheriff and the County Attorney.