

CRIMINAL JUSTICE, PUBLIC SAFETY &
EMERGENCY SERVICES COMMITTEE
SHERIFF AGENDA
June 23, 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: Enter into an agreement with Tyler Technologies, Inc. for public safety records management and computer aided dispatch hardware and systems.
Rationale: The agreement is necessary to replace, upgrade, and update public safety records management, computer aided dispatch, and civil records management hardware and systems.
 2. Request: Enter into an agreement with ViaPath Technologies for Correctional Facility inmate tablet and telephone services.
Rationale: The agreement is necessary to provide for the installation of digital tablet hardware and software, an enhanced wireless communications network, telephone system upgrades, and annual communications systems service and maintenance.
 3. Request: Enter into an agreement with Bolton Central School District for a uniformed Patrol Officer to provide dedicated School Resource Officer services.
Rationale: Bolton Central School District is requesting a uniformed Patrol Officer from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2025-2026 school year.
 4. Request: Enter into an agreement with Hadley-Luzerne Central School for uniformed Patrol Officers to provide dedicated School Resource Officer services.
Rationale: Hadley-Luzerne Central School District is requesting uniformed Patrol Officers from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2025-2026 school year.
 5. Request: Enter into an agreement with Johnsbury Central School District for a uniformed Patrol Officer to provide dedicated School Resource Officer services.
Rationale: Johnsbury Central School District is requesting a uniformed Patrol Officer from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2025-2026 school year.
 6. Request: Enter into an agreement with Lake George Central School District for uniformed Patrol Officers to provide dedicated School Resource Officer services.
Rationale: Lake George Central School District is requesting uniformed Patrol Officers from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2025-2026 school year.

7. Request: Enter into an agreement with North Warren Central School District for uniformed Patrol Officers to provide dedicated School Resource Officer services.
Rationale: North Warren Central School District is requesting uniformed Patrol Officers from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2025-2026 school year.
8. Request: Enter into an agreement with Queensbury Union Free School District for uniformed Patrol Officers to provide dedicated School Resource Officer services.
Rationale: Queensbury Union Free School District is requesting uniformed Patrol Officers from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2025-2026 school year.
9. Request: Enter into an agreement with Warrensburg School District for a uniformed Patrol Officer to provide dedicated School Resource Officer services.
Rationale: Warrensburg Central School District is requesting a uniformed Patrol Officers from the Warren County Sheriff's Office to provide dedicated School Resource Officer services for the 2025-2026 school year.

IV. Discussion Items:

V. Referrals/Pending Items:

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

VII. Motion to adjourn

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- Attachments:
1. Resolution Request Form No. 3 - Request for New Contract (Tyler Technology)
 2. Resolution Request Form No. 3 - Request for New Contract (ViaPath)
 3. Resolution Request Form No. 3 - Request for New Contract (Bolton Central School)
 4. Resolution Request Form No. 3 - Request for New Contract (Hadley-Luzerne School)
 5. Resolution Request Form No. 3 - Request for New Contract (Johnsburg Central School)
 6. Resolution Request Form No. 3 - Request for New Contract (Lake George School)
 7. Resolution Request Form No. 3 - Request for New Contract (North Warren School)
 8. Resolution Request Form No. 3 - Request for New Contract (Queensbury School)
 9. Resolution Request Form No. 3 - Request for New Contract (Warrensburg School)

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: June 24, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Public Safety Records Management System
- (c) **Name of Contractor:** Tyler Technologies, Inc.
- (d) **Address of Contractor:** One Tyler Drive, Yarmouth ME 04096
- (e) **Contractor’s Contact Person and Telephone Number:** Travis Ressa
Account Executive
(862) 268-6840
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 09/01/2025
- (h) **Termination Date of Contract:** 08/31/2027
- (i) **Payment Provisions:**
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$1,002,674.70
 - 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.3110.4051	250	General Sheriff’s Law Enforcement	\$631,036.82
		FY2024-25 LETECH - Technical Equipment	
A.3020.4055	250	General Sheriff’s 911 Center	\$165,940.00
		2024 PSAP - Technical Equipment	
A.3110	470	General Sheriff’s Law Enforcement - Contract	\$205,697.88

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: June 24, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Correctional Facility inmate tablet and telephone services
- (c) **Name of Contractor:** ViaPath Technologies
- (d) **Address of Contractor:** 3120 Fairview Park Dr., Suite 300, Falls Church VA 22042
- (e) **Contractor's Contact Person and Telephone Number:** Anthony Pica
Senior Account Manager
(845) 235-6972
- (f) **Has or will the Contract be provided, if so, please attach:** Yes (*Co Attorney*)
- (g) **Commencement Date of Contract:** 08/01/2025
- (h) **Termination Date of Contract:** 07/31/2030
- (i) **Payment Provisions:**
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed NO COUNTY EXPENSE
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3150 T.B.D. (*REVENUE CODE*)

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3***Request for New Contract*****DEPARTMENT NAME:** Sheriff**DATE:** June 24, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Provide law enforcement services by assigning one (1) uniformed Patrol Officer to the Bolton Central School District for dedicated School Resource Officer services during the 2025-2026 school year
- (c) **Name of Contractor:** Bolton Central School District
- (d) **Address of Contractor:** 26 Horicon Avenue, Bolton Landing NY 12814
- (e) **Contractor's Contact Person and Telephone Number:** Chad Shippee
Superintendent
(518) 644-2400
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/18/2025
- (h) **Termination Date of Contract:** 06/30/2026
- (i) **Payment Provisions:** i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed \$40,000
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
1st payment of \$20,000 to be invoiced on 01/02/2026
2nd payment of \$20,000 to be invoiced on 06/01/2026
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3120.1005 2260 School Resource Officers - Bolton School District
Public Safety - Other Govt

* as listed in budget and LOGOS

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

THIS AGREEMENT (the "Agreement") is made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and BOLTON CENTRAL SCHOOL DISTRICT, having its principal offices and place of business located at 26 Horicon Avenue, Bolton Landing, New York 12814 (the "District").

WITNESSETH:

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

WHEREAS, the County agrees to provide the services requested during the 2025-2026 school calendar year commencing August 18, 2025 and terminating on June 30, 2026, and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

I. DOCUMENTS:

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2025**, adopted **Month 00, 2025**. These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts

are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2025**.

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 2025-2026 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 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 (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers. The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

III. CONSIDERATION:

The Sheriff's Office shall submit an invoice to the District for the sum of Twenty Thousand Dollars (\$20,000) twice during the school year, on January 2nd and June 1st. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Twenty Thousand Dollars (\$20,000) as two payments for all SRO services covered under this Agreement for the 2025-2026 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 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 2025-2026, commencing on August 18, 2025 and terminating on June 30, 2026.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2025**, adopted by the Warren County Board of Supervisors on **Month 00, 2025**, and is made subject to approval of the Bolton Central School District Board of Education.

VIII. ELECTRONIC SIGNATURE:

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

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

RESOLUTION REQUEST FORM NO. 3***Request for New Contract*****DEPARTMENT NAME:** Sheriff**DATE:** June 24, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Provide law enforcement services by assigning *two* (2) uniformed Patrol Officers to the Hadley-Luzerne Central School District for dedicated School Resource Officer services during the 2025-2026 school year
- (c) **Name of Contractor:** Hadley Luzerne Central School District
- (d) **Address of Contractor:** 273 Lake Avenue, Lake Luzerne NY 12846
- (e) **Contractor's Contact Person and Telephone Number:** Burgess Ovitt
Superintendent
(518) 696-2378
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/18/2026
- (h) **Termination Date of Contract:** 06/30/2027
- (i) **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.) Bi-Annually
1st payment of \$50,000 to be invoiced on 01/02/2026
2nd payment of \$50,000 to be invoiced on 06/01/2026
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**
- A.3120.1001 2260 School Resource Officers - Hadley-Luzerne District
Public Safety - Other Govt

* as listed in budget and LOGOS

**AGREEMENT FOR LAW ENFORCEMENT SERVICES WITHIN
THE HADLEY-LUZERNE CENTRAL SCHOOL DISTRICT**

THIS AGREEMENT (the "Agreement") is made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and HADLEY-LUZERNE CENTRAL SCHOOL DISTRICT, having its principal offices and place of business located at 273 Lake Avenue, Lake Luzerne, New York 12846 (the "District").

WITNESSETH:

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

WHEREAS, the County agrees to provide the services requested during the 2025-2026 school calendar year commencing August 18, 2025 and terminating on June 30, 2026, and

WHEREAS, the District agreed to pay the County an amount not to exceed Forty Thousand Dollars (\$100,000) for the assignment of two (2) such SRO(s) and their services at the Hadley-Luzerne Central School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

I. DOCUMENTS:

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2025**, adopted **Month 00, 2025**. These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts

are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2025**.

II. DELIVERY OF SERVICES:

a. SRO Services Provided

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

b. Service Area

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

c. Quantity of Services

The County will provide the equivalent of two (2) SRO(s) to the District for the entire 2025-2026 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of each SRO shall be capped at 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 (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers. The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

III. CONSIDERATION:

The Sheriff's Office shall submit an invoice to the District for the sum of Fifty Thousand Dollars (\$50,000) 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 Fifty Thousand Dollars (\$50,000) as two payments for all SRO services covered under this Agreement for the 2025-2026 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 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 2025-2026, commencing on August 18, 2025 and terminating on June 30, 2026.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2025**, adopted by the Warren County Board of Supervisors on **Month 00, 2025**, and is made subject to approval of the Hadley-Luzerne Central School District Board of Education.

VIII. ELECTRONIC SIGNATURE:

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

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

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: June 24, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Provide law enforcement services by assigning one (1) uniformed Patrol Officer to the Johnsbury Central School District for dedicated School Resource Officer services during the 2025-2026 school year
- (c) **Name of Contractor:** Johnsbury Central School District
- (d) **Address of Contractor:** 165 Main Street, North Creek NY 12853
- (e) **Contractor's Contact Person and Telephone Number:** Michael Markwica
Superintendent
(518) 251-2921
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/18/2025
- (h) **Termination Date of Contract:** 06/30/2026
- (i) **Payment Provisions:**
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$40,000
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
1st payment of \$20,000 to be invoiced on 01/02/2026
2nd payment of \$20,000 to be invoiced on 06/01/2026
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

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

* as listed in budget and LOGOS

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

THIS AGREEMENT (the "Agreement") is made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and JOHNSBURG CENTRAL SCHOOL DISTRICT, having its principal offices and place of business located at 165 Main Street, North Creek, New York 12853 (the "District").

WITNESSETH:

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

WHEREAS, the County agrees to provide the services requested during the 2025-2026 school calendar year commencing August 18, 2025 and terminating on June 30, 2026, and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

I. DOCUMENTS:

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2025**, adopted **Month 00, 2025**. These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts

are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2025**.

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 2025-2026 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 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 (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers. The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

III. CONSIDERATION:

The Sheriff's Office shall submit an invoice to the District for the sum of Twenty Thousand Dollars (\$20,000) twice during the school year, on January 2nd and June 1st. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Twenty Thousand Dollars (\$20,000) as two payments for all SRO services covered under this Agreement for the 2025-2026 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 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 2025-2026, commencing on August 18, 2025 and terminating on June 30, 2026.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2025**, adopted by the Warren County Board of Supervisors on **Month 00, 2025**, and is made subject to approval of the Johnsbury Central School District Board of Education.

VIII. ELECTRONIC SIGNATURE:

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

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

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: June 24, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Provide law enforcement services by assigning *two* (2) uniformed Patrol Officers to the Lake George Central School District for dedicated School Resource Officer services during the 2025-2026 school year
- (c) **Name of Contractor:** Lake George Central School District
- (d) **Address of Contractor:** 381 Canada Street, Lake George NY 12845
- (e) **Contractor's Contact Person and Telephone Number:** John Luthringer
Superintendent
(518) 668-5456 ext. 1207
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/18/2025
- (h) **Termination Date of Contract:** 06/30/2026
- (i) **Payment Provisions:**
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$80,000
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
1st payment of \$40,000 to be invoiced on 01/02/2026
2nd payment of \$40,000 to be invoiced on 06/01/2026
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3120.1004 2260 School Resource Officers - Lake George District
Public Safety - Other Govt

* as listed in budget and LOGOS

**AGREEMENT FOR LAW ENFORCEMENT SERVICES WITHIN
THE LAKE GEORGE CENTRAL SCHOOL DISTRICT**

THIS AGREEMENT (the "Agreement") is made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and LAKE GEORGE CENTRAL SCHOOL DISTRICT, having its principal offices and place of business located at 381 Canada Street, Lake George, New York 12845 (the "District").

WITNESSETH:

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

WHEREAS, the County agrees to provide the services requested during the 2025-2026 school calendar year commencing August 18, 2025 and terminating on June 30, 2026, and

WHEREAS, the District agreed to pay the County an amount not to exceed Forty Thousand Dollars (\$40,000) for the assignment of two (2) such SRO(s) and their services at the Lake George Central School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

I. DOCUMENTS:

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2025**, adopted **Month 00, 2025**. These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts

are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2025**.

II. DELIVERY OF SERVICES:

a. SRO Services Provided

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

b. Service Area

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

c. Quantity of Services

The County will provide the equivalent of two (2) SRO's to the District for the entire 2025-2026 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of each SRO shall be capped at 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 (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers. The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

III. CONSIDERATION:

The Sheriff's Office shall submit an invoice to the District for the sum of Forty Thousand Dollars (\$40,000) twice during the school year, on January 2nd and June 1st. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Forty Thousand Dollars (\$40,000) as two payments for all SRO services covered under this Agreement for the 2025-2026 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 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 2025-2026, commencing on August 18, 2025 and terminating on June 30, 2026.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2025**, adopted by the Warren County Board of Supervisors on **Month 00, 2025**, and is made subject to approval of the Lake George Central School District Board of Education.

VIII. ELECTRONIC SIGNATURE:

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

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

RESOLUTION REQUEST FORM NO. 3***Request for New Contract*****DEPARTMENT NAME:** Sheriff**DATE:** June 24, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Provide law enforcement services by assigning *two* (2) part-time uniformed Patrol Officers to the North Warren Central School District for dedicated School Resource Officer services during the 2025-2026 school year
- (c) **Name of Contractor:** North Warren Central School District
- (d) **Address of Contractor:** 6110 State Route 8, Chestertown NY 12817
- (e) **Contractor's Contact Person and Telephone Number:** Superintendent
of Schools
(518) 494-2929
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/18/2025
- (h) **Termination Date of Contract:** 06/30/2026
- (i) **Payment Provisions:** i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed \$42,000
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
1st payment of \$21,000 to be invoiced on 01/02/2026
2nd payment of \$21,000 to be invoiced on 06/01/2026
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**
- A.3120.1003 2260 School Resource Officers - North Warren School District
Public Safety - Other Govt

* as listed in budget and LOGOS

**AGREEMENT FOR LAW ENFORCEMENT SERVICES WITHIN
THE NORTH WARREN CENTRAL SCHOOL DISTRICT**

THIS AGREEMENT (the "Agreement") is made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and NORTH WARREN CENTRAL SCHOOL DISTRICT, having its principal offices and place of business located at 6110 State Route 8, Chestertown, New York 12817 (the "District").

WITNESSETH:

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

WHEREAS, the County agrees to provide the services requested during the 2025-2026 school calendar year commencing August 18, 2025 and terminating on June 30, 2026, and

WHEREAS, the District agreed to pay the County an amount not to exceed Forty-Two Thousand Dollars (\$42,000) for the assignment of one (1) such SRO(s) and their services at the North Warren Central School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

I. DOCUMENTS:

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2025**, adopted **Month 00, 2025**. These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts

are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2025**.

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 2025-2026 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 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 (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers. The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

III. CONSIDERATION:

The Sheriff's Office shall submit an invoice to the District for the sum of Twenty-One Thousand Dollars (\$21,000) twice during the school year, on January 2nd and June 1st. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Twenty-One Thousand Dollars (\$21,000) as two payments for all SRO services covered under this Agreement for the 2025-2026 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 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 2025-2026, commencing on August 18, 2025 and terminating on June 30, 2026.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2025**, adopted by the Warren County Board of Supervisors on **Month 00, 2025**, and is made subject to approval of the North Warren Central School District Board of Education.

VIII. ELECTRONIC SIGNATURE:

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

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

RESOLUTION REQUEST FORM NO. 3***Request for New Contract*****DEPARTMENT NAME:** Sheriff**DATE:** June 24, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Provide law enforcement services by assigning one (1) full-time uniformed Patrol Officer and one (1) part-time uniformed Patrol Officer to the Queensbury Union Free School District for dedicated School Resource Officer services during the 2025-2026 school year
- (c) **Name of Contractor:** Queensbury Union Free School District
- (d) **Address of Contractor:** 425 Aviation Road, Queensbury NY 12804
- (e) **Contractor's Contact Person and Telephone Number:** Kyle Gannon
Superintendent
(518) 824-5600
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/18/2025
- (h) **Termination Date of Contract:** 06/30/2026
- (i) **Payment Provisions:** i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed \$148,000
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
1st payment of \$74,000 to be invoiced on 01/02/2026
2nd payment of \$74,000 to be invoiced on 06/01/2026
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**
- A.3120.1002 2260 School Resource Officers - Queensbury School District
Public Safety - Other Govt

* as listed in budget and LOGOS

**AGREEMENT FOR LAW ENFORCEMENT SERVICES WITHIN
THE QUEENSBURY UNION FREE SCHOOL DISTRICT**

THIS AGREEMENT (the "Agreement") is made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and QUEENSBURY UNION FREE SCHOOL DISTRICT, having its principal offices and place of business located at 425 Aviation Road, Queensbury, New York 12804 (the "District").

WITNESSETH:

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

WHEREAS, the County agrees to provide the services requested during the 2025-2026 school calendar year commencing August 18, 2025 and terminating on June 30, 2026, and

WHEREAS, the District agreed to pay the County an amount not to exceed One Hundred Forty-Three Thousand Dollars (\$143,000) for the assignment of two (2) such SRO(s) and their services at the Queensbury Union Free School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

I. DOCUMENTS:

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2025**, adopted **Month 00, 2025**. These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts

are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2025**.

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 2025-2026 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of each SRO shall be capped at 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. Patrol Officers assigned SRO duties may work additional hours, beyond 1,512 hours, with prior approval from the District and the Sheriff, or the Sheriff's designee.

d. How Delivered

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

e. Dispute Resolution

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

f. Termination of SRO Services by County

The County possesses the unilateral right to either suspend or terminate this Agreement, upon three (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers. The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

III. CONSIDERATION:

The Sheriff's Office shall submit an invoice to the District for the sum of Seventy-One Thousand Five Hundred Dollars (\$71,500) twice during the school year, on January 2nd and June 1st. The District promises to pay and shall promptly pay to the Treasurer for the County of Warren the sum of Seventy-One Thousand Five Hundred Dollars (\$71,500) as two payments for all SRO services covered under this Agreement for the 2025-2026 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 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 2025-2026, commencing on August 18, 2025 and terminating on June 30, 2026.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2025**, adopted by the Warren County Board of Supervisors on **Month 00, 2025**, and is made subject to approval of the Queensbury Union Free School District Board of Education.

VIII. ELECTRONIC SIGNATURE:

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

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

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: June 24, 2025

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Provide law enforcement services by assigning *one* (1) full-time uniformed Patrol Officers to the Warrensburg Central School District for dedicated School Resource Officer services during the 2025-2026 school year
- (c) **Name of Contractor:** Warrensburg Central School District
- (d) **Address of Contractor:** 103 Schroon River Road, Warrensburg NY 12885
- (e) **Contractor's Contact Person and Telephone Number:** Amy Langworthy
Superintendent
(518) 623-2861
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** 08/18/2025
- (h) **Termination Date of Contract:** 06/30/2026
- (i) **Payment Provisions:**
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$97,850
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) Bi-Annually
1st payment of \$48,925 to be invoiced on 01/02/2026
2nd payment of \$48,925 to be invoiced on 06/01/2026
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3120.1008 2260 School Resource Officers - Warrensburg School District
Public Safety - Other Govt

* as listed in budget and LOGOS

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

THIS AGREEMENT (the "Agreement") is made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "County"), and WARRENSBURG CENTRAL SCHOOL DISTRICT, having its principal offices and place of business located at 103 Schroon River Road, Warrensburg, New York 12885 (the "District").

WITNESSETH:

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

WHEREAS, the County agrees to provide the services requested during the 2025-2026 school calendar year commencing August 18, 2025 and terminating on June 30, 2026, and

WHEREAS, the District agreed to pay the County an amount not to exceed Ninety-Seven Thousand Eight Hundred Fifty Dollars (\$97,850) for the assignment of one (1) such SRO(s) and their services at the Warrensburg Central School District, as more fully provided by this Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

I. DOCUMENTS:

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance to include naming the County of Warren an additional insured; and Resolution No. **000 of 2025**, adopted **Month 00**,

2025. These documents are incorporated by reference herein and attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern all documents except for Resolution No. **000 of 2025.**

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 2025-2026 school year. The hours worked will be based on the needs of the District, at the discretion of the District's Superintendent, and shall follow the school calendar, to include such other events conducted by the District for which SRO services are requested from the County. The employment hours of an SRO shall be capped at 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 (3) calendar days written notice, based upon the Sheriff's unilateral determination that the Sheriff's Office does not possess sufficient staff to fulfill the obligations set forth by this Agreement, and also fulfill the statutory duties required of the Sheriff in Warren County due to the unavailability of sufficient law enforcement officers. The District waives any and all legal right to any claims, causes of action, lawsuits, or other actions against the County for a breach of contract or any other cause of action against the County, its officers and employees, for any suspension or termination of this Agreement caused by the Sheriff's determination that there are insufficient County-employed law enforcement officers to meet the obligations under this Agreement and also the Sheriff's statutory duties to the general public of Warren County.

III. CONSIDERATION:

The Sheriff's Office shall submit an invoice to the District for the sum of Forty-Eight Thousand Nine Hundred Twenty-Five Dollars (\$48,925) 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-Eight Thousand Nine Hundred Twenty-Five Dollars (\$48,925) as two payments for all SRO services covered under this Agreement for the 2025-2026 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 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 2025-2026, commencing on August 18, 2025 and terminating on June 30, 2026.

VII. AUTHORITY:

This-Agreement is made and executed pursuant to Resolution No. **000 of 2025**, adopted by the Warren County Board of Supervisors on **Month 00, 2025**, and is made subject to approval of the Warrensburg Central School District Board of Education.

VIII. ELECTRONIC SIGNATURE:

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

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