

SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN COUNTY OF SARATOGA
AND BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT

THIS AGREEMENT, BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020 (COUNTY), by and through the **Saratoga County Sheriff's Office**, with offices at 6012 County Farm Road, Ballston Spa, New York 12020 (SHERIFF),

-and-

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT, a New York State public school district with principal offices located at 88 Lakehill Road, Burnt Hills, New York 12027 (DISTRICT),

RECITALS

WHEREAS, the SHERIFF employs Deputy Sheriffs capable of service as School Resource Officers (SROs) to perform community-policing services in schools located within Saratoga County; and

WHEREAS, the DISTRICT wishes to have an SRO assigned to its schools for such purpose for twelve (12) months a year to enable the SHERIFF to provide the SRO services during both the school year and the summer months, and the COUNTY and SHERIFF are willing to assign an SRO to the DISTRICT; and

WHEREAS, the SHERIFF and DISTRICT seek to create an agreement for the next five (5) years to include yearly increases as described in Section 2 below, with any requests by the DISTRICT for additional coverage outside of normal school hours to be charged for additionally; and

WHEREAS, the COUNTY's Board of Supervisors has authorized its Chair and the SHERIFF to execute an agreement with the DISTRICT for five (5) years, with options to renew such agreement for up to two (2) additional terms of twelve (12) months each, for the provision of a Road Patrol Deputy Sheriff to the DISTRICT to serve as an SRO;

NOW, THEREFORE, the parties agree as follows:

1. **TERM OF AGREEMENT**: The Agreement shall commence on September 1, 2025 and shall continue through August 31, 2030, unless terminated as provided herein. The COUNTY and SHERIFF shall commence providing an SRO on campus on a date to be mutually agreed upon by the SHERIFF and DISTRICT, which date shall be no earlier than September 1, 2025.

2. CONTRACT SUM AND PAYMENT: In consideration of the services provided by the COUNTY and SHERIFF, the DISTRICT agrees to pay the COUNTY the following rates for services:

- a. For 2025 – 2026: \$85,217.48 per assigned Deputy Sheriff serving in the capacity of SRO to cover the DISTRICT's approximate pro-rata share of the COUNTY's employee, transportation, equipment, and patrol car costs for each assigned Deputy. Such sum shall be paid in biannual installments of \$42,608.74, payable on or before September 1, 2025 and \$42,608.74 payable on or before February 1, 2026. Any payment not received by the SHERIFF/COUNTY within fifteen (15) days of the date it is due shall be subject to a late payment penalty of 1% per month.
- b. For subsequent years, the DISTRICT agrees to the following yearly increases to be paid to the COUNTY for the services provided by the COUNTY and SHERIFF:
 - 2026 – 2027: \$94,591.40 per Deputy, to be paid in in biannual installments of \$47,295.70 payable on or before September 1, 2026 and \$47,295.70 payable on or before February 1, 2027;
 - 2027 – 2028: \$104,996.45 per Deputy, to be paid in in biannual installments of \$52,498.23 payable on or before September 1, 2027 and \$52,498.23 payable on or before February 1, 2028;
 - 2028 – 2029: \$116,546.06 per Deputy, to be paid in in biannual installments of \$58,273.03 payable on or before September 1, 2028 and \$58,273.03 payable on or before February 1, 2029; and
 - 2029 – 2030: \$129,366.13 per Deputy, to be paid in in biannual installments of \$64,683.07 payable on or before September 1, 2029 and \$64,683.07 payable on or before February 1, 2030.

Any payment listed above not received by the SHERIFF/COUNTY within fifteen (15) days of the date it is due shall be subject to a late payment penalty of 1% per month.

- c. Any requests by the DISTRICT for additional coverage outside of normal school hours will be charged to the DISTRICT at a rate of \$57.00 per hour for a minimum of two (2) hours. If those hours are performed by an SRO or another Deputy Sheriff and will result in their working in excess of forty (40) hours in a work week, the hours will be billed to the DISTRICT at the overtime rate of \$81.00 per hour. Such additional services pursuant to this subparagraph shall be billed by the SHERIFF and COUNTY and paid by the DISTRICT on a monthly basis. The DISTRICT shall pay said bills within twenty (20) days of receipt. Any such payment not received by the SHERIFF/COUNTY when due shall be subject to a late payment penalty of 1% per month.
- d. The contract costs for any renewal period after the 2029 – 2030 school years shall be the DISTRICT's approximate pro-rata share of the COUNTY's employee, transportation, equipment, and patrol car costs for each assigned Deputy, as

calculated by the SHERIFF no later than June 1 prior to the commencement of that school year.

3. RENEWAL: This Agreement may be extended for two (2) additional one-year terms by mutual agreement of the COUNTY, SHERIFF, and DISTRICT for 2030 – 2031 and 2031 – 2032. Renewal shall not occur unless all parties agree in writing to renew. Yearly notice to renew the terms of this contract shall be provided on or before June 1 of the calendar year preceding and shall be sent to the parties identified in the Notices section herein.

4. PROVISION OF SERVICE: Upon direction and approval of the SHERIFF, the COUNTY and the SHERIFF agree to provide the following services:

- a. Assignment of a full-time SRO to provide services to the DISTRICT on all days that school is in session for students.
- b. The SRO assigned to the DISTRICT shall carry out the responsibilities pursuant to the established job duties set forth in Section 6 below.
- c. If the assigned SRO is not available on any school day, the SHERIFF will provide a substitute SRO.
- d. The provision by the SHERIFF of an SRO to the DISTRICT shall only be required on calendar days that the DISTRICT is in session for students and/or staff development and shall not be required during any holiday or break days that the school is off as provided in the district calendar, or any snow or emergency days when school is not in session. In the event of a snow day or emergency closure of school, an SRO will be provided if academic staff are required to report.

5. SELECTION, SUPERVISION, AND PROFESSIONAL STATUS OF SRO: The selection, supervision, and professional status of the SRO assigned to the DISTRICT shall be governed by the following terms:

- a. The SRO to be assigned to the DISTRICT shall be selected by the SHERIFF in conjunction with, and subject to the approval of, the DISTRICT's Superintendent of Schools or the Superintendent's designee, to ensure an appropriate match of skills, personality, and approach.
- b. The SRO shall at all times be an employee of the COUNTY/SHERIFF. The SRO is not an employee of the DISTRICT, and the SRO's terms and conditions of employment including wages, benefits, time-off, fringe benefits, and disciplinary procedures, shall be governed by the Collective Bargaining Agreement between the SHERIFF and the Saratoga County Deputy Sheriff's Police Benevolent Association. Nothing in this Agreement shall alter or supersede those terms and conditions.
- c. Direct supervision of the SRO shall be in accordance with the chain of command of the Sheriff's Office as established by the SHERIFF.

- d. The SHERIFF and the DISTRICT shall each name a primary contact person from their respective organizations for the purposes of administering this Agreement and the SRO program.
 - e. The DISTRICT, through the Superintendent or the Superintendent's designee, will immediately communicate any concerns about the SRO's effectiveness or conduct and any disciplinary issues with respect to the SRO to the SHERIFF, who will investigate and resolve such issues administratively. Copies of any and all evaluations, commendations, complaints, or supporting information related to the performance or actions of the SRO shall be provided to the SHERIFF to be maintained in accordance with law.
 - f. If the DISTRICT, through the Superintendent or the Superintendent's designee, deems that the resolution of any issue, or any unresolved issue, is detrimental to the effectiveness of the SRO or creates a likelihood of disruption to the educational environment, the SRO shall be replaced with a new SRO mutually acceptable to the SHERIFF and the DISTRICT.
 - g. The SRO shall at all times be first and foremost a sworn Saratoga County Deputy Sheriff, fully trained and certified under the laws of the State of New York, who is mandated by law to enforce the law, intercede in crimes in progress, and investigate criminal activity, whether on school campus or not, and will take appropriate enforcement action as mandated by law.
 - h. The SRO will, upon request, act in support of the DISTRICT and/or building administrators to advance the mission of the DISTRICT and to help ensure the health, welfare, and safety of the DISTRICT's students, faculty, staff, and other members of the DISTRICT's community.
 - i. The SRO provided by the SHERIFF and the COUNTY shall be fully equipped with all equipment provided by the SHERIFF to Saratoga County Road Patrol Deputies, including, but not limited to, uniforms, body armor, firearms, radio, and patrol car.
 - j. The SRO will maintain all necessary certifications and will remain current on training necessary to allow him/her to discharge his duties as a member of the Sheriff's Office and the DISTRICT's SRO, including but not limited to the training required to allow the SRO to carry and discharge a firearm in the course of their duties.
6. DUTIES OF THE SRO: The SRO assigned to the DISTRICT shall serve as an immediate resource to DISTRICT officials, professional staff, and students, and in the roles of law enforcement officer, educator, and advisor shall perform duties including, but not limited to:
- a. Maintaining a presence in the DISTRICT and all school buildings, with a focus on creating a peaceful and safe learning environment for students, faculty, staff, and visitors by proactively working to eliminate safety threats, school-related crime, and

disorder, and by working to enhance the quality of life of members of the school community.

- b. Responding immediately to ensure safety in times of crisis or conflicts and providing follow-up to proactively prevent future problems.
- c. Communicating and collaborating with other law enforcement colleagues to identify and preemptively address potential issues, such as matters that occur outside the school environment that may impact the school, as well as to investigate potentially unlawful and unsafe activities in close coordination with the respective building principal or designee.
- d. Functioning as a resource to the school community, including staff, students, and their families, for collaborative problem solving and the encouragement of information-sharing to increase safety and security in the school and community.
- e. Making presentations to students, faculty and staff, officials, parents, and the community on violence prevention, substance abuse, social conflict, crime prevention, health and safety, conflict resolution, school safety, and other related community-policing issues.
- f. The SRO shall not be expected or required to handle violations of the DISTRICT's Code of Conduct, and shall not supplement, supplant, or circumvent the responsibilities of building administrators and others within the DISTRICT responsible for enforcement of the Code of Conduct.
- g. Consult with and coordinate activities as requested by the Superintendent and/or designee.
- h. Abide by School Board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer.
- i. Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable, advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices and standing general orders.
- j. Act as a liaison for other law enforcement officers in matters regarding DISTRICT policies while on school grounds.
- k. The SRO, in pursuing the performance of his/her duties, shall coordinate and communicate with the school principal.
- l. Develop expertise in presenting various subjects — including, but not limited to, lockdown procedures, bullying, and drug abuse prevention education — and provide

these presentations at the request of school personnel in accordance with the established curriculum.

- m. Encourage group discussions about law enforcement with students, faculty, and parents.
- n. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions.
- o. Confer with the principal of the school to which the SRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school-related activities.
- p. Perform such duties as described herein as requested by the school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected.
- q. Familiarize himself/herself with, and abide by, DISTRICT policy and applicable law concerning interviews with students, should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the DISTRICT insofar as the same shall be in harmony with standard police practices and standing general orders.
- r. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law.
- s. The SRO shall affirm the role of law enforcement officer by wearing the uniform of the Sheriff's Office at all times, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the SRO and his/her ability to perform his/her duties. The uniform to be worn by the SRO daily shall be the same as that worn by Deputy Sheriffs on patrol as determined seasonally by the SHERIFF.
- t. The Primary role of the SRO shall be the safety and security of the school including all students and staff. As such, the SRO shall be equipped and ready to immediately respond to all internal and external threats.

7. SCHEDULE OF THE SRO: In addition to the provision of services described in Section 4 above, the SRO's schedule will be as follows:

- a. The SRO shall be assigned to provide services to the DISTRICT on each regular school day, 12 months a year, for an eight (8) hour shift and may, when warranted by the situation or circumstances, have a presence extended beyond the regular school

day. Any such extension beyond the regular school day must be cleared with a SHERIFF supervisor by the SRO prior to the commencement of such extension in accordance with the Sheriff's Office overtime policies and practices.

- b. The SRO shall also be assigned to provide services to the DISTRICT on days when students are not in attendance, but administrators and teachers are on the school campus for scheduled professional development. On such days, the SRO's responsibilities may include opportunities for professional development, program evaluation, and program enhancement. If the SRO is not expected to attend professional development on these days, they will not be required to be on campus.
- c. Any training or professional development to be provided to the SRO by the DISTRICT must be approved by the SHERIFF prior to attendance of the SRO to ensure that said training or professional development is consistent with the policies and procedures of the SHERIFF and that appropriate training materials, certificates of completion, attendance records, etc. are collected and maintained by the SHERIFF in accordance with applicable policies and laws.
- d. Training and similar professional requirements of the SHERIFF may from time to time impact the availability and service of the SRO. The SHERIFF shall notify the DISTRICT in advance of scheduled absences due to such professional requirements. In such case, an alternate SRO will be provided to the DISTRICT by the SHERIFF. Except in the case of extreme emergency, the SRO shall not be called to respond to any non-school-related situation during the SRO's regular workday.

8. FACILITIES AND RESOURCES TO BE PROVIDED BY DISTRICT: The DISTRICT shall provide the following facilities and resources to the assigned SRO:

- a. The DISTRICT shall provide an office, in a location mutually agreed upon by the SHERIFF and the DISTRICT for use by the assigned SRO.
- b. The DISTRICT shall provide a designated parking spot for the SRO at and in close proximity to the SRO's assigned office.
- c. The DISTRICT shall provide the following office equipment and furnishings for the SRO at said office location: a desk, a desk chair, two office chairs, one personal computer with an internet connection, one computer monitor, one printer, and one phone. In addition, the DISTRICT shall allow the SRO to access and use a school photocopier near the SRO's assigned office.

9. PROVISION OF ADDITIONAL DEPUTY SHERIFF SERVICES: The COUNTY and SHERIFF agree to provide the following additional Deputy Sheriff Services:

- a. Assignment of the full-time SRO to the DISTRICT shall not affect the duties of other Deputy Sheriffs or preclude their appropriate presence on or near school campuses, or on or near off-campus school facilities or events.

- b. The DISTRICT may request, from time-to-time, the provision of Deputy Sheriff Services for DISTRICT and school activities and functions outside the regular school day or at locations other than the school campuses; such services shall be requested in writing or email through the SHERIFF's primary contact as identified Section 15 below and must include justification if the request is for the assigned SRO specifically rather than a Deputy Sheriff assigned through standard SHERIFF overtime procedures. The SHERIFF shall have the option to determine if the requested services will be provided by the SRO assigned to the DISTRICT or another member of the Sheriff's Office. Any such assignment which is not an extension of the SRO's scheduled workday, or which is performed by a Deputy other than the SRO, shall be for a minimum of two (2) hours. The SHERIFF and DISTRICT's primary contacts shall consult concerning the number of Deputies to be assigned to provide such services in each instance, but the final decision shall be that of the SHERIFF.
- c. Additional overtime for the SRO assigned to the DISTRICT beyond minor extensions of the regular workday or overtime assignments for any other Deputy Sheriff cannot be authorized by the SRO and must be pre-arranged between the SHERIFF and DISTRICT's primary contacts, as such agreements commit SHERIFF resources and create a financial responsibility for the DISTRICT.

10. TERMINATION: Either party may terminate this Agreement by giving the other party sixty (60) days written notice. In the event the DISTRICT terminates this Agreement prior to the commencement of the second year, there shall be a termination fee equal to \$16,030.87 immediately payable to the COUNTY. In the event of the termination of this Agreement prior to its expiration date, the DISTRICT shall receive a pro-rata refund from the COUNTY and SHERIFF of any funding paid by the DISTRICT pursuant to Section 2 based on the duration of this Agreement prior to the effective date of the termination when compared to a full one-year period. The DISTRICT shall not be obligated to reimburse the COUNTY and SHERIFF for any equipment and patrol car costs incurred by the COUNTY and SHERIFF in equipping the SRO.

11. INDEMNIFICATION: Each party hereto shall hold harmless, defend, and indemnify the other party and its officers, employees, and agents, and shall hold it and them harmless against any liability or loss, including attorneys' fees, expenses, and costs sustained or incurred in connection with any claim, suit, action, or proceeding arising out of any willful or negligent act or omission of the indemnifying party or its officers, employees, or agents in the performance of its obligations under this Agreement.

12. INSURANCE: The COUNTY shall provide the DISTRICT with proof of General Liability, Workers Compensation, Disability, and Auto Insurance Coverage, and it shall name the DISTRICT as an additional insured with respect to General Liability coverage. See requirements attached as Schedule A.

13. DEFAULT: The occurrence of any of the following shall be considered an Event of Default:

- a. Non-Payment: The failure of the DISTRICT to make any payments required under this Agreement.
- b. Other Failures to Perform: The failure by either the SHERIFF/COUNTY or the DISTRICT to perform and/or comply with any term, covenant, or condition required under this Agreement.

14. REMEDIES: In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damages for such default. No such action or proceeding shall commence until the defaulting party has been given written notice thereof by the non-defaulting party and thirty (30) days have elapsed since receipt of such notice, and the defaulting party has not proceeded to cure the default. Any default by a party in providing the insurance required pursuant to this Agreement shall be subject to the remedies and requirements set forth herein

15. NOTICES: Any notice or other communication required or contemplated under this Agreement to be given by one party to the other in writing shall be delivered personally or mailed by First Class Mail, postage prepaid or sent by electronic transmission (email) to the following addresses:

To the SHERIFF: Michael H. Zurlo, Sheriff
Office of the Saratoga County Sheriff
6010 County Farm Road
Ballston Spa, NY 12020
mzurlo@saratogacountyny.gov

To the DISTRICT: Dr. Patrick McGrath, Superintendent
Burnt Hills-Ballston Lake Central School District
PO Box 1389
Ballston Lake, NY 12019
pmcgrath@bhbl.org

Any notice delivered personally shall be deemed to have been given and received on the next business day following the day of delivery. Any notice sent by U.S. mail shall be deemed to have been given and received on the fifth day following the day it is placed in the mail. Any notice sent by electronic transmission shall be deemed to have been given and received on the day of sending, provided that no notice that it cannot be delivered is received by the sender within 24 hours following its sending.

16. EXECUTION IN COUNTERPARTS: To allow the parties to complete their formal agreement as expeditiously as possible, this Agreement may be signed in counterparts which, taken together, will constitute a single agreement and either party may accept from the other a telephonic or electronic facsimile, the signature on which will be deemed an original signature.

17. ENTIRE AGREEMENT: This Agreement embodies the entire agreement and understanding between the parties with respect to its subject matter and supersedes all prior and

contemporaneous agreements and understandings (written or oral) of the parties in connection therewith. There are no representations, warranties, covenants, or conditions made by either of the parties except as herein expressly contained. This Agreement may not be amended, modified, altered, or varied except by an agreement in writing signed by both parties.

18. GOVERNING LAW AND VENUE: The laws of the State of New York shall govern all questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. The venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.

19. SEVERABILITY: In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

20. PARAGRAPH TITLES: The titles or headings to the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

21. WAIVER: The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. No covenant, term, or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the waiving party.

22. MEANING OF TERMS: Except as specifically stated otherwise, the following terms shall be interpreted as follows when used herein:

- a. "Days" shall refer to calendar days.
- b. "School Day" shall refer to a day that school is in session.
- c. To the extent necessary, singular personal pronouns shall include the plural and plural personal pronouns shall include the singular.

-- SIGNATURE PAGE TO FOLLOW --

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement on the day and year appearing beneath their respective signatures.

COUNTY OF SARATOGA

Date: _____

By: _____
Philip C. Barrett, Chair
Pursuant to Resolution: 188-2025

Date: _____

By: _____
Michael H. Zurlo, Sheriff

APPROVED AS TO FORM AND CONTENT:

Date: _____

By: _____
George P. Conway, County Attorney

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT

Date: _____

By: _____
Dr. Patrick McGrath, Superintendent

SCHEDULE A

INSURANCE REQUIREMENTS – SRO

- I. Notwithstanding any terms, conditions, or provisions in any other writing between the parties, the COUNTY hereby agrees to effectuate the naming of the DISTRICT as an unrestricted additional insured on the COUNTY's insurance policies, with the exception of workers' compensation.
- II. The policy naming the DISTRICT as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secure" or better New York State admitted insurer.
 - State that the organization's coverage shall be primary coverage for the DISTRICT, its Board, employees, and volunteers.
 - The DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent.
 - The certificate of insurance must describe the specific services provided by the COUNTY (e.g., security services) that are covered by the commercial general liability policy and the umbrella policy.
 - At the DISTRICT's request, the COUNTY shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the COUNTY will provide a copy of the policy endorsements and forms.
- III. The COUNTY agrees to indemnify the DISTRICT for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance:** \$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The policy shall include coverage for assault and battery. \$1,000,000 Personal and Advertising Injury limit, including coverage for defamation, false arrest, detention, and imprisonment. The policy shall include coverage for all security-related services rendered to the DISTRICT by the COUNTY, **including but not limited to armed security guards.**

If coverage for armed security guard services is not provided in the Commercial General Liability policy, it must be included in a separate Security Professional Liability policy.
 - **Automobile Liability:** \$1,000,000 combined single limit for owned, hired and borrowed, and non-owned motor vehicles.
 - **Workers' Compensation and NY State Disability Insurance:** Statutory Workers' Compensation, Employers' Liability, and NYS Disability Insurance for all employees.

- **Excess/Umbrella Insurance:**

- \$3,000,000 each occurrence and aggregate; \$10,000 SIR
- \$5,000,000 each occurrence and aggregate; \$10,000 SIR
- \$10,000,000 each occurrence and aggregate; \$10,000 SIR

- VI. The COUNTY acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the DISTRICT. The COUNTY is to provide the DISTRICT with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VII. The DISTRICT is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The COUNTY further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the DISTRICT but also the NYSIR, as the DISTRICT insurer.



BOARD OF SUPERVISORS

07/15/2025

RESOLUTION 188 – 2025

Introduced by Public Safety: Supervisors Lant, Ball, Butler, Fish, Ostrander, Wright, and Young

AUTHORIZING AGREEMENTS WITH LOCAL SCHOOL DISTRICTS FOR DEPUTY SHERIFFS TO SERVE AS SCHOOL RESOURCE OFFICERS AND AMENDING THE 2025 COUNTY BUDGET IN RELATION THERETO

WHEREAS, pursuant to Resolutions 156 – 2018, 167 – 2018, 187 – 2020, 200 – 2021, 259 – 2022, 210 – 2023, and 211 – 2023, this Board authorized agreements with the following school districts for the provision of School Resource Officer services:

- Ballston Spa Central School District
- Burnt Hills-Ballston Lake Central School District
- Corinth Central School District
- Galway Central School District
- Mechanicville City School District
- Saratoga Springs City School District
- Schuylerville Central School District
- Shenendehowa Central School District
- South Glens Falls Central School District
- St. Mary's School
- Stillwater Central School District
- Waterford-Halfmoon Union Free School District

WHEREAS, at the request of the districts, it has been proposed that each of the 2024 – 2025 School Resource Officer agreements be amended to twelve (12) months to enable the Sheriff to provide the School Resource Officer services during the summer months; and

WHEREAS, the Sheriff wishes to renew each agreement to provide up to sixteen (16) Road Patrol Deputies to the twelve (12) school districts, subject to each school district agreeing to be responsible for and to pay to the County the sum of \$85,217.48 per assigned Deputy Sheriff serving in the capacity of School Resource Officer for the 2025 – 2026 school year to cover the school district's pro-rata share of the County's employee, transportation, equipment, and patrol car costs for each assigned Deputy; and

WHEREAS, the Sheriff and school districts seek to create an agreement for the next five (5) years to include yearly increases as follows: 2026 – 2027: \$94,591.40 per Deputy, 2027 – 2028: \$104,996.45 per Deputy, 2028 – 2029: \$116,546.06 per Deputy, 2029 – 2030: \$129,366.13 per Deputy. Each agreement may be extended for four (4) additional one-year terms by mutual agreement of the County and each school district. Any requests by the school districts

for additional coverage outside of normal school hours will be charged to the school district at a rate of \$57.00 per hour for a minimum of two (2) hours. If those hours are performed by a School Resource Officer or other Deputy Sheriff and will result in their working in excess of forty (40) hours in a work week, the hours will be billed to the school district at the overtime rate of \$81.00 per hour; and

WHEREAS, as School Resource Officers, the duties of the assigned Deputies will include, but not be limited to, maintaining a presence on the assigned school campus directed toward protecting the safety and well-being of students and school staff, reducing disorder and student crime, assisting school personnel with truancy-related issues, teaching and/or making classroom presentations to students and school personnel on such issues as violence prevention, substance abuse prevention, social conflict resolution, and school safety, and responding to life or safety threatening emergencies; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors and the Sheriff are hereby authorized to execute an agreement with each of the following school districts, for a term of twelve (12) months, from September 1 to August 31, commencing with the 2025 – 2026 school year, subject to renewal for up to two (2) additional terms of twelve (12) months each, for the provision of Road Patrol Deputy Sheriffs to serve as School Resource Officers:

- Ballston Spa Central School District
- Burnt Hills-Ballston Lake Central School District
- Corinth Central School District
- Galway Central School District
- Mechanicville City School District
- Saratoga Springs City School District
- Schuylerville Central School District
- Shenendehowa Central School District
- South Glens Falls Central School District
- St. Mary's School
- Stillwater Central School District
- Waterford-Halfmoon Union Free School District

at a cost to be paid by each school district of \$85,217.48 per assigned Deputy Sheriff serving in the capacity of School Resource Officer for the 2025 – 2026 school year to cover the school district's approximate pro-rata share of the County's employee, transportation, equipment, and patrol car costs for each assigned Deputy; and be it further

RESOLVED, that the Sheriff and school districts seek to create an agreement for the next five (5) years to include yearly increases as follows: 2026 – 2027: \$94,591.40 per Deputy, 2027 – 2028: \$104,996.45 per Deputy, 2028 – 2029: \$116,546.06 per Deputy, 2029 – 2030: \$129,366.13 per Deputy. Each agreement may be extended for four (4) additional one-year terms by mutual agreement of the County and each school district. Any requests by the school districts for additional coverage outside of normal school hours will be charged to the school district at a rate of \$57.00 per hour for a minimum of two (2) hours. If those hours are performed by a School Resource Officer or other Deputy Sheriff and will result in their working in excess of forty (40) hours in a work week, the hours will be billed to the school district at the overtime rate of \$81.00 per hour; and be it further

RESOLVED, that contract costs for any renewal period after the 2029 – 2030 school years shall be the school district's approximate pro-rata share of the County's employee, transportation, equipment, and patrol car costs for each assigned Deputy, as calculated by the Saratoga County Sheriff by no later than June 1 prior to the commencement of that school year; and be it further

RESOLVED, that the form and content of such agreements shall be subject to the approval of the County Attorney; and be it further

RESOLVED, that the 2025 County Budget be amended as follows:

SHERIFF'S OFFICE:

Decrease Revenue:

A.30-2263	SRO Reimbursements	\$ 61,758.24
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Decrease Fund Balance:

A-0599.B	Appropriated Fund Balance – Budgetary	\$ 61,758.24
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; and be it further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: The budget will be amended to decrease revenue and decrease fund balance by \$61,758.24.

July 15, 2025 Regular Meeting
Motion to Adopt: Supervisor Butler
Second: Supervisor Murray

AYES (151,591.5): Philip C. Barrett (19014.5), C. Eric Butler (6500), Harry Brennan (819), Robert Anderson (1333), James D. Arnold (3525), Kevin Veitch (8004), Kevin Tollisen (25662), Cynthia Young (17130), Thomas Richardson (5163), Scott Ostrander (18800), Willard H. Peck (5242), Ian Murray (5808), Edward D. Kinowski (9022), David Ball (8208), John Lant (17361)
NOES (0):

ABSENT (83,917.5): Eric Connolly (11831), Joseph Grasso (4328), Angela Thompson (19014.5), Arthur M. Wright (1976), Jesse Fish (16202), Sandra Winney (2075), Michele Madigan (14245.5), Matthew E. Veitch (14245.5)