

**AGREEMENT FOR THE PROVISION OF DEPUTY SHERIFFS
AS SCHOOL SECURITY DEPUTIES**

THIS AGREEMENT ("Agreement") dated as of July 1, 2024 is entered into by the **COUNTY OF ORANGE**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 110 Wells Farm Road, Goshen, New York, 10924 ("County"), by and through its Orange County Sheriff's Office ("OCSO" and OCSO may be included in references to County), and **WALLKILL CENTRAL SCHOOL DISTRICT**, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 1500 Route 208, PO Box 310, Wallkill, NY 12589 ("School District"). The County and School District are hereinafter individually referred to as a "Party" and collectively, the "Parties."

WHEREAS, School District is desirous of obtaining County's services, through OCSO, on a part-time basis through provision of Deputy Sheriffs to respond to campus-wide threats to safety, as more particularly set forth in this Agreement ("School Security Program"); and

WHEREAS, County is willing to provide such services on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual provisions and covenants recited herein, it is hereby agreed by and between County and School District as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.
2. **SCOPE OF SERVICES.** The Parties acknowledge that the scope of the School Security Program is limited to threat assessment and termination of acts of violence aimed against the School District campus(es) or the persons thereon, and coordinating a larger police response to such threats ("Services"). The School Security Program is not intended to replace traditional security guard functions, such as traffic control, intervening during student altercations, responding to student disciplinary issues, handling criminal or custody complaints, warrants, lost or missing property, and the like. The Parties hereby acknowledge that, to the extent School District desires County to provide services other than those identified as Services under this Agreement ("Additional Services"), or provide services of any type at a location other than those designated at Schedule 3(a) to this Agreement, as discussed below, ("Off-Campus Event"), such Additional Services and/or Off-Campus Events would fall outside the scope of this Agreement.
3. **PROVISION OF DEPUTY SHERIFFS.** On the terms and conditions set forth in this Agreement, County, through OCSO, will provide a sufficient number of part-time school security Deputy Sheriffs to participate in the School Security Program (each a "School Security Deputy" or "SSD") necessary to provide Services, in County's sole discretion, as follows:
 - a. **Campus(es).** One or more SSDs shall be assigned to each of the School District campus(es) listed on Schedule 3(a) annexed hereto and incorporated herein by reference (each a "Campus" and together, the "Campuses").

b. Schedule.

- i. School Year; Service Dates and Times; Floor Plan. County shall provide SSDs from September 1st through June 30th of each year during the Term ("School Year") on such dates and at such times as designated by School District ("Service Dates and Times"). School District shall notify County annually in writing, through the OCSO SPOC (as defined in Section 5, below) of the Service Dates and Times for each School Year no later than the July 1st immediately preceding the start of that School Year (or upon full execution of this Agreement should full execution occur after July 1st of the year in which this Agreement is fully executed) and shall provide with each such notice an updated and legible floor plan of each Campus to which it requests County to provide SSDs hereunder. School District shall confirm in each such notice whether Services are requested on dates in which school is not in session, e.g., Superintendent's Conference Days.
- ii. Summer Term. In the event School District wishes to procure Services under this Agreement from July 1st through August 31st ("Summer Term") of any year during the term of this Agreement, School District shall so notify County in writing, through OCSO SPOC no later than June 1st of each year in which School District desires Services for the Summer Term (or upon full execution of this Agreement should full execution occur after June 1st of the year in which this Agreement is fully executed), along with a list of the proposed Campuses, Service Dates and Times for such Services during the Summer Term. County shall review School District's request and inform School District of its decision whether to provide Services during such Summer Term as soon as reasonably practicable. In the event the Parties agree for County to provide Services during a Summer Term, the Parties hereto shall memorialize their understanding in a signed addendum in substantially the form as annexed hereto as Exhibit "A" for each such Summer Term.
- iii. On-Campus Events. In the event School District wishes to procure Services under this Agreement for any event to be held on a School District Campus for which one or more SSD(s) are assigned under this Agreement ("On-Campus Event"), School District shall so notify County of its request in writing, through OCSO SPOC at least thirty (30) calendar days in advance of such On-Campus Event, along with the proposed Service Dates and Times for such Services during the On-Campus Event. County shall review School District's request and inform School District of its ability to provide the requested Services for the On-Campus Event as soon as reasonably practicable. In the event the Parties agree for County to provide Services during an On-Campus Event, the Parties hereto shall memorialize their understanding in a signed addendum in substantially the form as annexed hereto as Exhibit "B" for each such On-Campus Event.
- iv. Schedule Changes. School District shall notify County in writing via the OCSO SPOC of all changes to Service Dates and Times, whether during a School Year or a Summer Term, as soon as reasonably practicable but in no event less than five (5) days in advance of the change, except in the event of an emergency or weather-related closing or delay, in which case School District shall make best efforts to notify County immediately. School District acknowledges and agrees that the SSD(s) assigned to the

School District's Campus(es) will work up to an eight (8) hour day unless the School District SPOC provides written notice to the OCSO SPOC by email of a change in the calendar as contemplated above. In the event School District desires that an SSD report to a Campus early before their normal start time, or stay on a Campus past their scheduled end time (either situation calling for the provision of "Additional Time" by County), School District must first contact County via the OCSO SPOC and obtain County's approval for such Additional Time. In consideration of the limit on work hours for SSDs described in Section 3(c), below, School District acknowledges and agrees that the provision of such Additional Time may result in County adjusting the number and identity of SSD(s) provided to School District during the biweekly pay period, as described herein, in which the Additional Time is incurred.

- v. **School District expressly acknowledges that time is of the essence with regard to the provisions of this Section 3(b) which impose time constraints on School District, and School District's failure to timely notice County in any of the circumstances described in this Section 3(b) may result in County's inability to perform under this Agreement. School District hereby expressly waives, and agrees to hold County harmless from, any and all claims and/or damages arising from County's inability to perform under this Agreement as a result of School District's failure to abide by the timeliness provisions in this Section 3(b), and acknowledges and agrees that County's inability to perform in such circumstance shall not be deemed a breach of this Agreement.**
- c. **Maximum Hours of Work; Breaks.** The Parties expressly acknowledge and agree that each of the SSDs shall each be limited to working no more than thirty-eight (38) hours biweekly. During each day in which an SSD provides Services hereunder, such SSD shall be permitted to take such personal and meal breaks as required by applicable law.
- d. **Non-Exclusivity.** The SSDs may perform other duties for the County and/or OCSO when not performing Services hereunder.
- e. **Qualifications; Training.** The SSDs shall be sworn Deputy Sheriffs, and possess the requisite knowledge, experience, training, education, appearance, attitude, communications skills, and demeanor to perform the Services. OCSO shall provide in-service training to its SSDs to enable the SSD(s) assigned to the School District's Campus(es) to function efficiently. School District shall train the Deputy Sheriffs on school policies, Family Educational Rights and Privacy Act ("FERPA"), applicable regulations and procedures all as may be amended during the Term of this Agreement, and may provide training in other matters relating to students and their safety.
- f. **Selection.** The SSD(s) will be chosen by the Orange County Sheriff (or his/her designee) and subject to removal for cause on mutual agreement of the School District and the OCSO in accordance with the terms and conditions of this Section 3(f). If the Superintendent of the School District (or his/her designee) is dissatisfied with the performance of an SSD's duties and/or responsibilities hereunder, the Superintendent of the School District shall first notify the Orange County Sheriff (or his/her designee) and request a meeting to discuss the basis of the dissatisfaction. If the issue(s) raised by the

School District Superintendent are not satisfactorily resolved during this meeting, the Superintendent of the School District (or his/her designee) may request that another individual be assigned to serve in that position, which request will be accommodated if the OCSO's staffing can accommodate such reassignment; otherwise School District may terminate this Agreement for convenience in the manner provided for in Section 9(b) hereof.

- g. Employment Status; Discipline; Chain of Command of SSDs.** Each SSD is an employee of the County and remains responsive to the OCSO chain of command. SSDs are governed by Office Rules and Regulations relating to Orange County Deputy Sheriffs. The Orange County Sheriff (or his/her designee) will oversee all issues of discipline and hear all complaints with regard to individuals serving as SSDs. The County through OCSO possesses all authority with respect to the SSDs' employment status, under the civil service laws and the governing collective bargaining agreement(s). School District acknowledges and agrees that County, through OCSO, shall have the sole right to assign SSD(s) hereunder, and that neither School District nor any of its employees or agents shall in any manner request or direct an SSD to perform Services under this Agreement.
- h. Emergency Reassignments.** In the event of an emergency, in the sole and absolute opinion of the Orange County Sheriff (or his/her designee), one or more of the SSDs assigned to provide Services to the School District under this Agreement may be temporarily removed from the School District Campus(es) to which they are assigned and reassigned elsewhere by the OCSO. In such circumstance, County, through OCSO, will use best efforts to replace such SSD(s) with (an)other SSD(s) to such School District Campus(es), and to limit the amount of time in which such reassigned SSD(s) remain off of the Campus(es) to which they are assigned. School District hereby expressly waives, and agrees to hold County harmless from, any and all claims or damages arising from the emergency removal or reassignment of any of the SSDs supplied hereunder and further acknowledges and agrees that no emergency removal or reassignment as described in this Section 3(h) shall be deemed a breach of this Agreement.
- i. Tactical Weapons.**

 - i. Issuance Of Weapons.** OCSO may issue the Deputy Sheriffs tactical weapons for use while participating in the School Security Program. Such weapons will be maintained consistent with the OCSO Office's Rules and Regulations. County will maintain insurance coverage for the tactical weapons. Upon School District's written request, the County will provide School District with a certificate of insurance evidencing the insurance coverage for the tactical weapons.
 - ii. Documentation Related to Tactical Weapons.** School District may request documentation regarding the tactical weapons, which documentation shall not be unreasonably withheld. Loading and unloading of the tactical weapons will be done only in designated areas by the Deputy Sheriff(s). The tactical weapons will be examined and cleaned at least once a month. If any problems with any of the tactical weapons are discovered during that examination, it will be immediately reported to the OCSO and School District. A full inspection of each tactical weapon will be

conducted annually by a designee of the OCSO to determine its condition, safety, and reliability. Any tactical weapon found to be broken, worn or missing parts will be removed from service until repaired or replaced. Documentary proof of said monthly examinations and inspection shall be provided to School District upon its written request.

j. **County Vehicle.** County may provide a County vehicle for use by the SSD(s) assigned hereunder, upon School District's written request to County via the OCSO SPOC, subject to availability and the approval of the Orange County Sheriff (or his/her designee).

k. **Secure Room on Campus.** School District shall provide the SSD(s) assigned hereunder, at each School District Campus a properly lit private office equipped with a desk with drawers, chair, filing cabinet, office supplies, a computer with Internet service and email, and a location where files and records may be stored, which office shall only be used when performing duties in furtherance of this Agreement ("Secure Room"). The Secure Room must be capable of being locked and secured, such that the SSD(s) may periodically leave their radio and equipment in the room as needed.

4. **PAYMENT.**

a. **Compensation of SSDs by County.** The County shall pay the SSDs all wages and/or fringe benefits earned by them as evidenced by records maintained in accordance with Section 4(c) of this Agreement together with all taxes and other government mandated charges related to those wages and fringe benefits, if any. At all times during the Term (as defined in Section 8 hereof), the County shall be the sole employer of the SSDs. As the employer, the County will: (i) maintain all necessary personnel and payroll records for the SSDs; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the SSDs; and (v) provide workers' compensation, disability insurance, unemployment insurance and other insurance coverage to the extent and in such amounts as required by law or contract.

b. **School District Reimbursement of Compensation Paid by County.** School District shall reimburse County for all costs paid to, or on behalf of, the SSD(s) assigned to the School District's Campus(es), including all wages, fringe benefits, taxes and other government mandated charges related to those wages and fringe benefits ("SSD Operational Costs") in accordance with the invoices it receives from the County pursuant to Section 4(c)(iii), which payment shall be made net thirty (30) calendar days from receipt.

c. **Reimbursement for County Vehicle(s).** If School District requests one or more County vehicle(s) for use by the SSD(s) at the School District Campus(es) in accordance with Section 3(j), above, School District shall be responsible for, and shall reimburse County for, all costs for the use and operation of such vehicle, which includes, but is not limited to, all costs associated with use, maintenance, fuel, and repairs ("Vehicle Operational Costs"). Reimbursement for such Vehicle Operational Costs shall be made by School District to

the County net thirty (30) calendar days from receipt of invoice from the OCSO SPOC.

d. Recordkeeping And Invoicing.

i. Timekeeping Records.

1. School District Timekeeping. The School District shall maintain for its records a timekeeping system which tracks each SSD's time worked at the School District's Campus(es).
2. Deputy Sheriff Reporting. The County, through OCSO, will require each SSD to track their hours worked at the School District using Excel in a sheet approved by the OCSO, which Excel sheet will be emailed by each such SSD to their immediate supervisor in the OCSO, the OCSO SPOC and the School District SPOC on a biweekly basis consistent with the County's payroll periods.
3. OCSO Invoicing of School District. The OCSO SPOC or their designee will invoice the School District quarterly in arrears for all costs of the SSD Operational Costs and Vehicle Operational Costs incurred. Such invoices will be emailed by the OCSO SPOC to the School District SPOC.

5. DESIGNATION OF SINGLE POINTS OF CONTACT.

- a. **School District Single Point of Contact.** School District hereby designates the following individual as the School District's administrative single point of contact ("School District SPOC"):

Name: Brian Devincenzi
Title: Assistant Superintendent for Support Services
Email: bdevincenzi@wallkillcsd.k12.ny.us
Phone: 845-895-7102

- b. **OCSO Single Point of Contact.** The OCSO hereby designates the following individual as the OCSO's administrative single point of contact ("OCSO SPOC"):

Name: Diana Miller
Title: Sergeant
Email: OCSheriffSSD@orangecountygov.com
With CC to: Alicia Albertson at aalbertson@orangecountygov.com
Phone: 845-291-7913 [Desk] / 845-324-2160 [Cell]

In the event of an emergency where the OCSO SPOC cannot be reached, School District may contact the OCSO Patrol Division 24-hour contact line at 845.291.2329.

6. **INSURANCE.** The School District and the County each agree to maintain during the Term of this Agreement, at their respective sole cost and expense, a general comprehensive liability

insurance policy covering personal injury and property damage in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS. Upon the written request of a Party, the other Party will provide certificates of insurance evidencing such coverage.

7. **INDEMNIFICATION.**

- a. **By County.** To the fullest extent permitted by law, the County shall protect, indemnify and hold harmless School District, its employees and agents, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against School District, resulting from, arising out of, or relating to the County's performance of this Agreement, except when such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses arise solely out of the conduct or omission of School District, its employees and agents.
- b. **By School District.** To the fullest extent permitted by law, School District shall protect, indemnify and hold harmless the County, its employees and agents, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against the County, resulting from, arising out of, or relating to the School District's performance of this Agreement, except when such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses arise solely out of the conduct or omission of the County, its employees and agents.
- c. **Survival.** The obligations under this Section 7 shall survive any expiration or termination of this Agreement and shall not be limited by any remuneration herein or insurance coverage.

8. **TERM.** Subject to Section 15 hereof, this Agreement shall be effective for a period of three (3) years and two (2) months commencing July 1, 2024 and ending August 31, 2027 ("Term").

9. **TERMINATION.**

a. **Termination for Cause.**

- i. **Default; Opportunity to Cure.** If either Party fails to perform, keep or observe any material term, provision, condition, covenant or agreement of this Agreement, the other Party may consider that Party to be in default (unless a Force Majeure causes the failure as contemplated by Section 11(c) of this Agreement) and may assert a default claim by giving the defaulting Party a written and detailed notice of default delivered in the manner provided for in Section 11(a) hereof. Except for a default by School District for failing to timely pay any amount when due under this Agreement, which the School District shall have ten (10) calendar days after delivery of the written notice of default for non-payment to cure, the defaulting Party will have thirty (30) calendar days after delivery of the notice of default in accordance with Section 11(a) hereof to cure said default. If the default is not curable within thirty (30) calendar days after delivery of the notice

of default, the defaulting Party must provide the other Party with a written and detailed cure plan, which plan shall be delivered in the manner provided in Section 11(a) hereof. The defaulting Party will begin implementing the cure plan immediately after delivery of written notice (with delivery being determined in accordance with Section 11(a) hereof) by the non- defaulting Party that it approves the plan. In the event the Parties cannot agree upon a cure plan despite good faith efforts, the non-defaulting Party may deliver in the manner provided for in Section 11(a) hereof a written notice of termination effective ten (10) calendar days from the date of delivery (with delivery being determined in accordance with Section 11(a) hereof).

- ii. Failure to Cure; Termination for Default. If the defaulting Party fails to cure the default as provided in Section 9(a)(i) above, unless otherwise agreed to in writing signed by both Parties, the non-defaulting Party may immediately terminate this Agreement.

- b. Termination for Convenience. In addition to termination for cause as provided in Section 9(a), either Party may, on ninety (90) calendar days prior written notice to the other Party delivered in the manner provided for in Section 11(a) hereof terminate this Agreement at any time for its convenience. In the event either Party terminates this Agreement under this Section 9(b), School District will pay the County all amounts due and owing for the use of SSD(s) through the date of such termination.

10. SEXUAL HARASSMENT CERTIFICATION. Pursuant to the New York State Finance Law §139-l, by execution of this Agreement, the School District and the individual signing this Agreement on behalf of the School District certifies, under penalty of perjury, that the School District has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

11. GENERAL PROVISIONS.

- a. Notice Provision. Except for those communications exchanged between the School District SPOC and the OCSO SPOC as contemplated herein, all notices, consents, demands, requests, approvals, or any other communications required or permitted to be given under this Agreement by one Party to the other Party shall be made in writing, and shall be deemed to have been given on the date of delivery or refusal if personally served on the Party to whom notice is to be given; or on the next business day, if sent prepaid to

the Party to whom notice is to be given, by overnight mail from a nationally recognized private courier providing evidence of receipt and properly addressed; or on the third business day after mailing, if mailed to the Party to whom notice shall be given by First Class, Certified Mail, postage prepaid and properly addressed to the following:

If to School District:

WALLKILL CENTRAL SCHOOL DISTRICT
1500 Route 208, PO Box 310
Wallkill, NY 12589
Attn: Assistant Superintendent for Support Services

If to County:

COUNTY OF ORANGE
Orange County Sheriff's Office
110 Wells Farm Road
Goshen, New York 10924
Attn: Undersheriff

With a copy to:

COUNTY OF ORANGE
255 Main Street
Goshen, New York 10924
Attn: County Attorney

and/or to such other addresses and/or addressees as may be designated by notice given in accordance with the provision of this Section 11(a).

b. Compliance With Laws.

- i. Applicable Laws. In connection with the performance of this Agreement, the County and School District will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, Education Law, and Labor Law of the State of New York, all as may be amended during the Term.
- ii. Confidentiality Laws. In connection with the performance of this Agreement, the County and School District will comply with all applicable federal and state confidentiality statutes, including, but not limited to, FERPA to the same extent that FERPA must be complied with by School District. School District acknowledges and agrees that County's adherence to FERPA, school policies, applicable regulations and procedures and other matters relating to students and their safety, is conditioned on School District's proper training on those subjects as described in Section 2(e), above. The obligation to preserve the confidentiality of student information shall survive the expiration or termination of this Agreement.

- c. **Force Majeure.** A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.
- d. **No Assignment.** Neither Party shall assign, transfer, subcontract, or convey any of its rights, obligations, or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Copies of all documentation pertaining to any assignment, transfer, subcontract, or conveyance of this Agreement shall be provided to the other Party. Any assignment, transfer, subcontract, conveyance, or other disposition without such prior written consent shall be void.
- e. **Waiver.** The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach or omission.
- f. **Severability.** In the event any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- g. **Headings For Reference Only.** Headings and subheadings in this Agreement are included for convenient of reference only and shall not to be considered in construing the corresponding text of this Agreement.
- h. **Amendments.** This Agreement may only be modified by mutual consent of the County and School District, and any such modification shall be in writing.
- i. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of New York. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Parties, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
- j. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and all previous communications between the Parties, whether written or oral, with reference to the matter of this Agreement, are hereby superseded.
- k. **Signatures.** A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

COUNTY OF ORANGE

By: _____
Stefan ("Steven") M. Neuhaus
County Executive
Date: _____

WALLKILL CENTRAL SCHOOL DISTRICT

By: _____
Name: Kevin Castle
Title: Superintendent of Schools
Date: _____

Schedule 3(a)

Campus Name	Address
Leptondale Elementary School	48 Mill Street, Wallkill, NY 12589

EXHIBIT A

Summer Term Addendum

Per the terms of Section 3(b)(ii) of the Agreement, School District and County shall enter into a Summer Term Addendum for each Summer Term in which School District requests, and County agrees to provide, Services under the Agreement.

A form Summer Term Addendum for this purpose is on the following page.

**SUMMER TERM ADDENDUM TO
AGREEMENT FOR THE PROVISION OF DEPUTY SHERIFFS
AS SCHOOL SECURITY OFFICERS**

THIS ADDENDUM ("Addendum") dated as of _____, 20__ is entered into by the **COUNTY OF ORANGE**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 110 Wells Farm Road, Goshen, New York, 10924 ("County"), by and through its Orange County Sheriff's Office ("OCSO" and OCSO may be _____ included _____ in _____ references _____ to _____ County), _____ and _____, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at _____ ("School District") in connection with that certain Agreement for the Provision of Deputy Sheriffs as School Security Officers dated as of July 1, 2024 ("Agreement"). The County and School District are hereinafter individually referred to as a "Party" and collectively, the "Parties." All other defined terms used herein shall have the meaning ascribed to them in the Agreement, unless otherwise noted herein.

1. SUMMER TERM SERVICES. County hereby agrees to provide Services to School District during the Summer Term for the year 20__ ("20__ Summer Term") in accordance with the terms and conditions of the Agreement and during the Service Dates and Times provided by School District for said 20__ Summer Term. Services for the 20__ Summer Term shall be provided [at all of the Campus(es) designated on Schedule 3(a) of the Agreement OR *if there is to be a change in the Campus(es) for Summer Term:* at the following Campus(es) only:

Campus Name	Address

2. INTEGRATION. Except as modified by this Addendum, the Agreement shall remain unchanged and in full force and effect. If there shall be any conflict or inconsistency between the terms and conditions of this Addendum and the Agreement the terms and conditions of this Addendum shall control.

3. SIGNATURES. A manually signed copy of this Addendum delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Addendum.

IN WITNESS THEREOF, the Parties hereto have executed this Addendum as of the date first written above.

COUNTY OF ORANGE

By: _____
Stefan ("Steven") M. Neuhaus
County Executive
Date: _____

By: _____
Name: **Kevin Castle**
Title: **Superintendent of Schools**
Date: _____

EXHIBIT B

On-Campus Event Addendum

Per the terms of Section 3(b)(iii) of the Agreement, School District and County shall enter into an On-Campus Event Addendum for each On-Campus Event (or for each series of On-Campus Events) in which School District requests, and County agrees to provide, Services under the Agreement.

A form On-Campus Event Addendum for this purpose is on the following page.

**ON-CAMPUS EVENT ADDENDUM TO
AGREEMENT FOR THE PROVISION OF DEPUTY SHERIFFS
AS SCHOOL SECURITY OFFICERS**

THIS ADDENDUM ("Addendum") dated as of _____, 20__ is entered into by the **COUNTY OF ORANGE**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 110 Wells Farm Road, Goshen, New York, 10924 ("County"), by and through its Orange County Sheriff's Office ("OCSO" and OCSO may be included in references to County), and _____, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at _____ ("School District") in connection with that certain Agreement for the Provision of Deputy Sheriffs as School Security Officers dated as of July 1, 2024 ("Agreement"). The County and School District are hereinafter individually referred to as a "Party" and collectively, the "Parties." All other defined terms used herein shall have the meaning ascribed to them in the Agreement, unless otherwise noted herein.

1. **ON-CAMPUS EVENT SERVICES.** County hereby agrees to provide Services to School District during the [describe the On-Campus Event] on [date(s)] and at [times] ("DEFINED EVENT") in accordance with the terms and conditions of the Agreement. Services for the DEFINED EVENT shall be provided at the following Campus(es) only:

Campus Name	Address

2. **INTEGRATION.** Except as modified by this Addendum, the Agreement shall remain unchanged and in full force and effect. If there shall be any conflict or inconsistency between the terms and conditions of this Addendum and the Agreement the terms and conditions of this Addendum shall control.

3. **SIGNATURES.** A manually signed copy of this Addendum delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Addendum.

IN WITNESS THEREOF, the Parties hereto have executed this Addendum as of the date first written above.

COUNTY OF ORANGE

By: _____
Stefan ("Steven") M. Neuhaus
County Executive
Date: _____

By: _____
Name: Kevin Castle
Title: Superintendent of Schools
Date: _____

AGREEMENT

THIS AGREEMENT, made by and between WALLKILL CENTRAL SCHOOL DISTRICT, having an office at 1500 Route 208, Wallkill, New York 12589 (hereinafter referred to as the "District"), and the TOWN OF PLATTEKILL, a municipal corporation organized and existing under the laws of the State of New York, having an office at 1915 Route 44-55, Modena, New York 12548 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the District desires to obtain certain specified professional services from the Town as more fully set forth hereunder; and

WHEREAS, the Town is willing to provide such professional services on the terms and conditions set forth herein and for the compensation stated hereunder.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Town shall furnish one (1) Special Patrol Officer s (hereinafter "SPOs") to the District to perform such services as more fully described in Schedule "A," attached hereto and made a part hereof.

SECOND: For the services rendered pursuant to paragraph "FIRST," the District shall pay the Town fifty-five dollars (\$55.00) per hour per SPO for each hour the SPO(s) are carrying out his/her duties as set forth in Schedule "A". The District shall make payment for the services rendered pursuant to this Agreement by the thirtieth (30th) calendar day of the month following the month in which the services are rendered and invoiced.

Prior to the making of any payments hereunder, the District may, at its option and upon reasonable notice to the Town, audit such books and records of the Town as are reasonably pertinent to this Agreement to substantiate the basis for payment. The District shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within seven (7) years following termination of this Agreement. In the event that the District fails to make a payment within thirty (30) days of the due date, the Town will, prior

to terminating the Agreement, provide the District with notice of the default and an opportunity to cure the default within fifteen (15) days thereafter.

THIRD: This Agreement shall commence on September 1, 2024 and terminate on June 30, 2025, unless otherwise extended by a written instrument signed by the parties hereto.

FOURTH: The SPOs shall be selected by the Town of Plattekill.

FIFTH: The SPOs shall at all times be employees of the Town and shall follow all policies and procedures of the Police Department.

SIXTH: The SPOs shall be assigned pursuant to a schedule that is determined at the discretion of the District. In the event that the District requires an SPO beyond regular school hours for the purpose of providing SPO services, the District shall be responsible for the payment of such SPO's overtime pay. Since officers are scheduled 30 days in advance, when school closes for unforeseen problems, such as weather related, pandemic or similar such events and where the school is closed, for an extended period of time (this excludes weather related closings) the school district will compensate the town for the officer's time for the shifts he/she is scheduled.

SEVENTH: The SPOs shall provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District, this will include a collaborative working relationship with District security personnel. Non-criminal disciplinary matter shall remain the province of the District and the SPOs shall not be involved in such matters except to the extent that the SPOs' presence is needed to maintain a safe school environment.

EIGHTH: Either party, upon sixty (60) days' notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the Town shall be compensated, and the District shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

NINTH: Except as otherwise contemplated herein, neither party shall assign or sub-contract any of its rights, obligations and/or responsibilities under this Agreement and any purported delegation of duties, assignment of rights or sub-contracting of responsibilities under this Agreement is void and shall be deemed a direct breach of this Agreement.

TENTH: The District agrees to protect, defend, indemnify and hold harmless the Town and its officers, employees and agents free from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, lawsuits, proceedings and causes of action and judgments of every kind and character whatsoever arising from and/or in connection with the District's acts, omissions and/or negligent performance of its obligations under this Agreement and/or performance hereof. The District further agrees to indemnify the Town for any damage to Town property which arises out of the District's negligence in connection with this Agreement. The Town shall indemnify, defend and hold harmless the District, its officers, employees and agents from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney fees and litigation costs arising out of or related to the services, acts or omissions of the SPOs.

The Town will be responsible to provide the District proof of Professional Liability, law enforcement liability and automobile insurance for SPOs' services provided under this Agreement. The District will be named as an additional insured on all Policies except Auto. The District shall add ISO endorsement CG 24 04 to its general liability policy for the benefit of the Town. The Town shall be named as an additional insured under the District's liability insurance policy. The Town shall maintain Worker's Compensation Insurance in the amount required by law and provide the District documentation of such coverage upon the execution of this Agreement.

ELEVENTH: In connection with the performance of this Agreement, the Town will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.

The Town will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), to the same extent that it must be complied with by the District. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement, except where required to be disclosed by law.

The parties hereto expressly agree that they shall be solely responsible for supervising their respective employees; that they shall respectively comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the District:

Wallkill Central School District
1500 Route 208
P.O. Box 310
Wallkill, New York 12589

To the Town:

Town of Plattekill
1915 Route 44-55
P.O. Box 45
Modena, New York 12548

THIRTEENTH: This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

FOURTEENTH: This Agreement will be construed in accordance with the laws of the State of New York. All legal actions and/or proceedings arising out of this Agreement will be venued in Ulster County, New York.

FIFTEENTH: The District is required to provide the Certificate of Insurance as set forth in the ninth paragraph before this Agreement will be finalized and/or executed by the Town.

SIXTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the District and the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement in Wallkill, New York, on the date hereinabove set forth.

TOWN OF PLATTEKILL

DATE

**WALLKILL CENTRAL SCHOOL
DISTRICT**

DATE

ACKNOWLEDGMENT OF TOWN OF PLATTEKILL:

STATE OF NEW YORK)
) ss.:
COUNTY OF ULSTER)

On this _____ day of _____, 2024 before me personally appeared Jennifer Salemo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Town Supervisor of the Town of Plattekill and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF DISTRICT:

STATE OF NEW YORK)
) ss.:
COUNTY OF ULSTER)

On this _____ day of _____, 2024 before me personally appeared Kevin Castle personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Superintendent of Schools of the Wallkill Central School District and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

SCOPE OF SERVICES

Special Patrol Officers are responsible for maintaining order and providing security in and around public buildings, and school district buildings.

A Special Patrol Officer's typical work duties include, but are not limited to, the following:

- Provides security by standing in and patrolling public buildings and facilities, such as school district buildings, including interior spaces as well as immediate outside areas;
- Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities, and properties;
- Physically restrains unruly individuals, as needed;
- Provides general information to visitors and the general public on premises;
- Checks identification and other necessary documents, as needed;
- Safeguards public property;
- Provides assistance in emergency situations;
- Maintains and updates records as required;
- Prepares activity and incident reports;
- Distributes and posts appropriate documents and materials;
- May provide escort to and from public buildings and facilities, as needed;
- Performs a variety of related activities as required.

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2024, between the TOWN OF SHAWANGUNK, a municipal corporation of the State of New York, with offices at PO Box 247, Wallkill, New York, 12589, hereinafter referred to as "Town", and the WALLKILL CENTRAL SCHOOL DISTRICT, a public school district under the laws of the State of New York, with offices at 1500 Route 208, Wallkill, New York, 12589, hereinafter referred to as "School District".

WITNESSETH:

WHEREAS, the Town presently maintains the police department with full and part-time police officers; and

WHEREAS, the School District is a school district under the laws of the State of New York; and

WHEREAS, the Town and the School District wish to enter into an Inter-Municipal Agreement, pursuant to the provisions of Section 119-o of the General Municipal Law, to provide School Resource Officers (hereinafter referred to as "SROs") and Special Patrol Officers (hereinafter referred to as "SPOs"), who shall be a police officer of the Town of Shawangunk, assigned to the Wallkill Central School District, pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Town and School District as follows:

1. The Town and School District agree to cooperatively fund a program involving SROs who are members of the Town of Shawangunk Police Department and assigned to perform community liaison services in the School District, primarily at the Wallkill Senior High School and the Middle School. The job responsibilities of the SROs are outlined in the School Resource Officer Program Outline, and annexed hereto as Appendix "A".
2. The Town and School District agree to cooperatively fund a program involving SPOs who are members of the Town of Shawangunk Police Department and assigned to maintain order and perform security-related services in the School District, at School District elementary school within the Town. The job responsibilities of the SPOs are annexed hereto as Appendix "B."
3. The SROs and SPOs shall provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District; this will include a collaborative working relationship with District security personnel. Non-criminal disciplinary matters shall remain the province of the District and the SROs and SPOs shall not be involved in such matters except to the extent that the SROs and SPOs' presence is needed to maintain a safe school environment. (Appendix "A" and "B")
4. The Town shall make the initial assignment of the SROs and SPOs to the School District, subject to the School District's approval. The Town will be responsible for providing two SROs and one SPO to the School District each day school is in session. If it is anticipated that an SRO is to be absent for less than five (5) consecutive school days, or the SRO is in fact absent for less than five (5) consecutive school days, the

Town will provide additional patrol to check in at both the Wallkill Senior High School and the Wallkill Middle School on the day(s) that the SRO is absent. If it is anticipated that the SRO is to be absent for five (5) or more consecutive school days, or the SRO is in fact absent for five (5) or more consecutive school days, the Town will provide a replacement officer to the School District.

5. The School District shall have the right to request that the Town replace the SRO with another officer at the districts expense within one year of the initial appointment for the full time SRO. The School District's request shall not be unreasonably denied by the Town.
6. The salary and benefits, both statutory and by collective bargaining agreement, will be paid by the Town. At all times during the term of this agreement, the Town shall be the sole employer of the SROs and SPOs. As the employer, the Town will: (1) maintain all necessary personnel and payroll records for the SROs and SPOs; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the SROs and SPOs; (v) provide Workers' Compensation and insurance coverage in the amount as required by law; and (vi) provide disability insurance and unemployment insurance to the extent required by law.
7. In connection with the performance of this agreement, the Town will comply with all applicable laws, regulations and orders, including, but not limited to equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.
8. The Town will assure that it will abide by federal and state confidentiality statutes including, but not limited to the Family Educational Rights and Privacy Act "FERPA"), to the same extent that it must be complied with by the School District. The obligation to preserve the confidentiality of student information shall survive the termination of this agreement.
9. The School District agrees to reimburse the Town for SRO and SPO services as follows (Billed Monthly):

***(If a full time officer is used)**

2024-2025 School Year	\$80.51 per hour
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* Based on a 40 hour week. Overtime for special events at the district request will be an additional at the overtime rate.

***(If a part time officer is used)**

2024-2025 School Year	\$56.30 per hour
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(If a part time officer is not a member of state retirement)

2024-2025 School Year	\$47.10 per hour
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Payments will be made on a monthly basis in the amount of 1/10th of the annual reimbursement (September through June) for the full time SRO. The Part time SROs and SPOs will be billed for their actual hours worked.

(Since officers are scheduled 30 days in advance, anytime school closes without 30 days prior notice, the school district will compensate the town for the officer's time, since the town is required to pay him for the shift)

10. The SROs will be working the 7:00 a.m. to 3:00 p.m. shift for the Town of Shawangunk Police Department, but shall be assigned to the School District when students are in attendance. The SROs shall report to the District in full uniform. The SROs shall be assigned the use of an office, computer, and telephone at the Wallkill Senior High School and Middle School at no cost to the Town. The SROs will be subject to the District's Acceptable Use policy and all other policies that pertain to the use of the District's computers.
11. The SPOs will be assigned to the School District when students are in attendance each day school is in session between the hours of 8:30 a.m. and 3:30 p.m.
12. This Agreement is effective for a period September 1, 2024 through June 30, 2025. Either party may cancel this Agreement without cause upon providing the other party written notice of the intent to terminate at least ninety (60) days prior to the effective termination date. The District will be responsible for all employment related expenses that result from the termination of this agreement due to discipline or layoffs. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.
13. This agreement shall not become effective until approved by a majority vote by the Town Board of the Town of Shawangunk and a majority vote of the School Board for the Wallkill Central School District.
14. Any modifications of this Agreement must be in writing and executed with the same formality as the Agreement herein.

Date: _____

WALLKILL CENTRAL SCHOOL DISTRICT

BY: _____

Kevin Castle, Superintendent of Schools

Date: _____

TOWN OF SHAWANGUNK

BY: _____

Ken Ronk, Jr., Supervisor

APPENDIX A

SCHOOL RESOURCE OFFICER PROGRAM OUTLINE

I. BRIEF REVIEW OF THE S.R.O. PROGRAM

A. OBJECTIVES OF THE S.R.O. PROGRAM

1. To maintain a safe campus environment that would be conducive to learning.
2. To create a unity between law enforcement and school officials.
3. To improve relationships between youth, law enforcement and community.
4. To serve as consultants to school, staff, parents and youth on safety matters.
5. To serve as role models to students.

B. ROLE OF THE S.R.O.

1. To utilize a triad approach for law enforcement programs outline the role of school officer as that of:
 - a) Law enforcement officer
 - b) Counselor
 - c) Instructor

C. DUTIES OF THE S.R.O.

1. Serve as a visible, active law enforcement figure on campus, dealing specifically with law enforcement matters that originate on campus.
2. To serve as a resource to students which will enable them to be associated with law enforcement in the student's environment.
3. To serve as a resource for teachers, parents and students scheduling conferences to deal with individual problems or questions, particularly in the areas of criminal activity.
4. To appear before PTO's and other groups associated with the school campus to speak on a variety of requested topics.
5. S.R.O. will work with the school principal and the school staff according to school policy and the police department regulations.
6. The S.R.O. will coordinate all of his activities with the principal and staff seeking permission, advice and guidance prior to any problems within the school.
7. The S.R.O. upon request, will make himself available to conduct crime prevention presentations.
8. To serve as a liaison for outside law enforcement agencies in the event they wish to conduct formal interviews or questioning of students on campus. The S.R.O. will advise the agency of the school policy and concerns.
9. Disciplining students is a school responsibility. If the principal believes an incident is of a criminal nature, the S.R.O. will take action.
10. The S.R.O. will serve as a crisis intervention officer mediating in disputes in an attempt to learn the cause and work with the students in solving disputes in a non-violent manner.

THREE PRIMARY ROLES:

Law Enforcement Officer:

- Keeping the Peace (i.e., help settle disputes/conflicts between students, or between students and faculty).
- S.R.O.'s can conduct criminal investigations (This can include assisting the building administrator in investigating a matter and making recommendations for further law enforcement actions if necessary).
- S.R.O.'s can make arrests. In cases of criminal mischief, assault, drug related offenses, etc., the S.R.O. could make arrests.
- S.R.O.'s work with the school administration to review school safety prevention procedures and make recommendations for modification when appropriate.
- The S.R.O. could play a key role in investigating school truancy cases and making recommendations for further action such as filing a PINS.
- The S.R.O. could investigate child sexual assault cases.

Law Related Counselor:

- Provides guidance to the students, parents, teachers, staff and acts as a link to support services within and outside the school.
- Works with the Pupil Personnel Team members to identify students at risk due to knowledge the S.R.O. has of the student's family or community involvement.
- Serves as a mentor and role model to students identified by school personnel or through interpersonal relationships established with the students.
- Assists in the transportation of students to the psychiatric hospital if a student is a danger to himself or others.
- Assists students and parents in finding appropriate community resources.

Law Related Presenter:

- Presents special law enforcement expertise via presentations in the classroom in order to promote a better understanding of our laws.
- Participates in the District's Health and Safety Committee, School Safety Team and other inter-disciplinary teams as appropriate.
- Promotes programs that stress citizenship and positive moral development.

- Presents to faculty meetings, student groups such as Student Government, SADD and the LEO Club on such topics as:
 - Sexual harassment
 - Child abuse and neglect
 - Underage drinking and drugging
 - Legal statutes
 - Zero Tolerance Laws
 - PINS and the Juvenile Justice System
 - Motor Vehicle Laws
 - Prevents School Violence

APPENDIX B

SCOPE OF SERVICES

Special Patrol Officers are responsible for maintaining order and providing security in and around public buildings, and school district buildings. Special Patrol Officers have all the powers of a peace officer, as set forth in §2.20 of New York's Criminal Procedure Law, when performing the duties of protecting property or persons in and around such premises.

A Special Patrol Officer's typical work duties include, but are not limited to, the following:

- Provides security by standing in and patrolling public buildings and facilities, such as school district buildings, including interior spaces as well as immediate outside areas;
- Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities, and properties;
- Physically restrains unruly individuals, as needed;
- Provides general information to visitors and the general public on premises;
- Checks identification and other necessary documents, as needed;
- Safeguards public property;
- Provides assistance in emergency situations;
- Maintains and updates records as required;
- Prepares activity and incident reports;
- Distributes and posts appropriate documents and materials;
- May provide escort to and from public buildings and facilities, as needed;

Performs a variety of related activities as required