

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 parthereof.

SECOND: For the services rendered pursuant to paragraph "FIRST," the District shall pay the Town forty-five dollars (\$45.00) 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, 2023 and terminate on June 30, 2024, unless otherwise extended by a written instrument signed by the parties hereto.

FOURTH: The SPOs shall be selected by the Town.

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. In the event that the regular session of the school is cancelled for any reason and the SPO's services are not needed, the District shall be credited the amount of the hourly wage for the hours which the SPO is not assigned to the District.

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 _____, 2023 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 _____, 2023 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

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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.

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SECOND: For the services rendered pursuant to paragraph "FIRST," the District shall pay the Town forty-five dollars (\$45.00) 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.

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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.

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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.

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

To the Town:

Town of Plattekill
1915 Route 44-55


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.

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



TOWN OF WALLKILL

5/12/2023

DATE

WALLKILL CENTRAL SCHOOL DISTRICT

DATE

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.

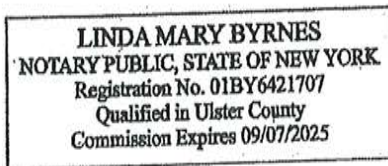
A Special Patrol Officer's typical work duties include, but are not limited to, the following:

- 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.

ACKNOWLEDGMENT OF TOWN OF PLATTEKILL:

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

On this 12th day of MAY, 2023 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.



Linda Mary Byrnes
Notary Public

ACKNOWLEDGMENT OF DISTRICT:

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

On this ____ day of _____, 2023 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

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2023, 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)**

2023-2024 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)**

2023-2024 School Year	\$56.30 per hour
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(If a part time officer is not a member of state retirement)

2023-2024 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, 2023 through June 30, 2024. 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: _____
Joseph LoCicero, Board President

Date: _____

TOWN OF SHAWANGUNK

BY: _____
John Valk, 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:

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- 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