

## **AGREEMENT**

**THIS AGREEMENT**, by and between the COUNTY OF OSWEGO, a municipality of the State of New York, with principal offices at 46 East Bridge Street, Oswego, New York 13126, hereinafter called the "County", by and through the Oswego County Sheriff's Office, with its principal 39 Churchill Road, Oswego, New York 13126 hereinafter called the "Sheriff or "OCSO"; and the Pulaski School District, with principal offices at 2 Hinman Road, Pulaski, New York 13142 , hereinafter called the "District";

## **WITNESSETH**

**WHEREAS**, the County of Oswego, through the Office of the Sheriff, has a position entitled Special Patrol Officer ("SPO"), and these officers are employed to maintain order and provide security in public buildings, including schools; and

**WHEREAS**, the Pulaski School District is desirous of utilizing these SPOs in order to enhance order, safety and security in their public school buildings; and

**WHEREAS**, in order to facilitate such a use of SPOs, the County of Oswego and the Pulaski School District wish to enter into this agreement so as to set forth and define the specific terms and conditions of the services to be performed and provided by the SPOs in the District.

**NOW THEREFORE**, the Parties hereby agree as follows:

- I. **PURPOSE:** The County, through the Sheriff, and the District agree that the Parties' goals are the following:
  - A. To establish a staff of SPOs consisting of experienced and trained retired law enforcement officers as prescribed in NYS General Municipal Law Section 209-v;
  - B. To increase the physical law enforcement presence within the District facilities;
  - C. To decrease the number of incidents involving outside police intervention at the District facilities;
  - D. To increase a sense of safety and order within the school setting; and
  - E. To ensure that the facilities' safety and security measures are in place and being followed by students, staff, and parents within the District.
  
- II. **ASSIGNMENT OF SPOs:** The Sheriff shall assign officers as SPOs to serve in the District according to a schedule established by mutual agreement between the Sheriff and the District, which shall be no less than eight (8) hours per school day, excluding duty free lunch, and no fewer than 180 school days. A duty free lunch shall be taken on school premises. The Sheriff agrees to have SPOs on site at all District contracted campuses

each day that school is in session during the Term of this Agreement (as defined below in Section 3), as designated by the District. The Sheriff will ensure substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued and/or approved by the Sheriff, including a firearm and all other equipment authorized and issued by the Sheriff.

**III. TERM OF AGREEMENT:** The Term of this Agreement begins on the date of the Parties' signatures and expires on June 30, 2020, without notice, unless otherwise terminated earlier as provided in this Agreement (the "Term"). Successive terms of this agreement shall commence on July 1st of that year, and conclude on June 30th of the following year, consistent with the District's fiscal calendar.

**IV. DUTIES OF THE SPOs:** The SPOs duties shall be as follows:

- A. Provide for the security and safety of all students, staff, and visitors;
- B. Protect school property and maintain order in and around the school site;
- C. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- D. In coordination with the Superintendent, investigate all crimes and incidents occurring on and in the vicinity of school grounds, and provide the appropriate documentation for such investigations;
- E. Report all violations of law, regulations, rules or policies to school administration;
- F. Enforce New York State laws, rules, and regulations;
- G. Act as liaisons with police and fire officials;
- H. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
- I. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
- J. Become familiar with any hidden recesses in the building and check them periodically;
- K. Maintain visibility as much as possible;
- L. Refrain completely from acting as a school disciplinarian. SPOs are not to be involved in the enforcement of disciplinary infractions that are determined not to constitute violations of the law;

- M. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify his or her supervisor. The Sheriff shall then provide the District with a replacement SPO. The Sheriff shall notify the District that the SPO will be absent and shall notify the District of the replacement SPO;
- N. Question any individual not having appropriate identification or who does not appear to be a student to ascertain his or her status;
- O. Actively engage with students, provide educational opportunities regarding appropriate legal issues, and maintain positive relationships with students and attempt to develop a rapport with them;
- P. Develop a working relationship with the staff of the District;
- Q. When requested, work with students and participate in meetings with school officials, parents, or the District School Board to assist in dispute resolution and/or in developing policy, procedures, and training concerning school safety;
- R. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews and search and arrest procedures of the Sheriff;
- S. SPOs shall be subject to all other personnel policies and practices of the Sheriff, except for such policies or practices that may have to be modified in order to comply with the terms and conditions of this Agreement;
- T. Act swiftly and cooperatively when responding to major disruptions and criminal offenses at school.
- U. Provide a positive role model to the students and provide education in law
- V. Enforcement as requested and appropriate;
- V. **RESPONSIBILITIES OF THE SHERIFF:** The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. The Districts input on these matters will be taken into consideration and requests by the District to terminate the assignment of an SPOs in the District shall be honored. It is understood by all Parties herein that the OCSO will retain tactical control of all the SPOs. SPOs shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the OCSO.
  - A. The Sheriff further agrees to provide SPOs who;
    - 1. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;

2. Shall possess sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
  3. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal Justice system;
  4. Meet all education and experience requirements set forth by Oswego County and New York State; and
  5. Receive required NYSED fingerprint background clearance.
  6. Also demonstrate:
    - a. Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
    - b. Training or experience working with and successfully relating to youth, especially the "at risk" and "special needs" populations;
    - c. A working knowledge of social services providers and other community justice and school resources;
    - d. An ability to identify, analyze and recommend solutions to complex behavioral and social problems;
    - e. A genuine interest in at-risk youth; and
    - f. An even temperament and the ability to set a good example for students,
- B. The District may request from the Sheriff that certain individuals not be initially assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above, the Sheriff will honor these requests to the fullest extent possible.
- C. The Sheriff will ensure the SPOs appropriately cover the District's facilities in accordance with a schedule agreed to by the Sheriff and the District.
- D. The Sheriff will ensure that SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- E. The Sheriff will cooperate with the District to implement the SPOs program with the least possible disruption to the educational process.

**VI. RESPONSIBILITIES OF THE DISTRICT:** The District agrees to:

- A. Implement the SPO program in accordance with guidelines established herein by the Parties;
- B. The Superintendent or his/her designee will communicate with the SPO about day-to-day business which will be conducted;
- C. Provide the SPOs with full access to school facilities, personnel, and students;
- D. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;
- E. Make available a suitable location for the SPOs to take breaks and have a midday meal;
- F. Provide suitable accommodations (i.e., desk and chair) at each school building so that the SPOs maybe periodically seated during the school day, this will include a secure location to store a rifle inside a locked case;
- G. Evaluate the program and administer an annual assessment of the program;
- H. Make recommendations and program adjustments as appropriate;
- I. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, District policy, or regulations, or as determined by the school principal or designee, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911 for police. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with OCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate OSCO supervisory personnel and request their services for a police response.

**VII. CONFIDENTIALITY AND DISCLOSURE OF RECORDS:**

- A. Confidentiality. The County, Sheriff, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement,
- B. Records Disclosure. The County, Sheriff, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act

(FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time, as set forth in Appendix B.

- C. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of his Agreement, the Sheriff shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- D. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).

#### **VIII. RESOLUTION OF ISSUES/TERMINATION:**

- A. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- B. If issues occur that causes the Sheriff to feel termination of this Agreement is appropriate, the Sheriff must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps the Sheriff reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- C. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oswego County, New York, There shall be no right to binding arbitration, Pending final resolution of a dispute, the Sheriff must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

#### **IX. COMPENSATION:**

- A. Basic Payment: The District agrees to reimburse the Sheriff for the SPO's Salary and program start up costs. Please see Schedule A, Cost analysis.

- B. Any time spent by SPOs that is not related to the interests of the District will not be charged to the District.
- C. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked as SPOs or reimbursed by the District. Any expenses or financial obligations, including additional hours, made by SPOs without the prior approval of the District will not become the responsibility of the District.
- D. Additional Hours: Any time spent at the District by an SPO over and above the hours agreed upon per day by the Parties will be paid by the District, or their designee, at the hourly rate of \$39.24.
- E. Billing & Payment: The County shall submit a statement for payment of the contract fee to the District on a quarterly basis. The District, or their designee, shall reimburse the County the sum due in each statement within thirty (30) days of receipt of the same.

X. **INDEPENDENT CONTRACTORS:** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees, vis-a-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including workers' compensation, disability, and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions. To the extent that an SPO requires a waiver pursuant to NYS Retirement and Social Security Law § 211, OCSO shall be solely responsible for the application and notice requirements for such waiver.

XI. **INDEMNIFICATION/HOLD HARMLESS:**

- A. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- B. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of

whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the Sheriff, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

**XII. INSURANCE:**

- A. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
  - ii. COL coverage shall be written on ISO Occurrence form CO 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
  - iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
  - iv. Worker's Compensation and Employers Liability shall be at statutory limits.
  - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.
  - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be



canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

- B. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
  - ii. CGL coverage shall be written on ISO Occurrence form CO 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
  - iii. The District shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
  - iv. Workers Compensation and Employers Liability shall be at statutory limits.
  - v. Waiver of Subrogation: The County waives all rights against the District, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
  - vi. Certificates of Insurance: Prior to the start of any work, the County shall provide certificates of insurance to the District. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

**XIII. NO SPECIAL DUTY:** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The Sheriff cannot promise or guarantee crime prevention, safety, or security.

**XIV. SUSPENSION OF WORK:**

- A. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
- B. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party, In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- C. The District and the Sheriff agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement.
- D. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

**XV. NOTICE:**

All notices to the County should be sent to:

Oswego County Attorney's Office  
46 East Bridge Street  
Oswego, New York 13126

With a copy sent to the Sheriff at:

Oswego County Sheriff's Office  
39 Churchill Road  
Oswego, New York 13126

All notices to the District should be sent to:  
Pulaski School District  
2 Hinman Road, Pulaski, New York 13142

**XVI. EXPIRATION:** The Parties agree that this Agreement expires on June 30, 2020, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

**XVII. CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.

**XVIII. SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**XIX. CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year hereinafter written.

**COUNTY OF OSWEGO**

DATED: \_\_\_\_\_

By:

\_\_\_\_\_  
James Weatherup, Chairman  
Oswego County Legislature

**OSWEGO COUNTY SHERIFF'S OFFICE**

DATED: \_\_\_\_\_

By:

\_\_\_\_\_  
Don Hilton, Sheriff  
Oswego County Sheriff's Department

**PULASKI SCHOOL DISTRICT**

DATED: \_\_\_\_\_

By:

\_\_\_\_\_  
Tom Jennings, Superintendent  
Pulaski Academy & Central School District