



AGREEMENT

(SCHOOL RESOURCE OFFICER AT ULSTER COUNTY BOCES)

THIS AGREEMENT is entered into by and between the **COUNTY OF ULSTER**, having its principal place of business at 244 Fair Street Kingston, New York 12401 (hereinafter referred to as the "County"), and the **ULSTER COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES** with offices at 175 Route 32 North, New Paltz, New York 12561 (hereinafter referred to as "BOCES"), (each, a "Party;" together, the "Parties").

RECITALS

WHEREAS, the County, through its Office of the Sheriff, has the capacity to provide two (2) Deputy Sheriffs trained as School Resource Officers ("SRO's") as per Schedule E which is attached hereto and made a part of this Agreement; and

WHEREAS, it is the mission of the Ulster County Sheriff's Office (the "Sheriff's Office") to have School Resource Officers assigned to the work within the BOCES facilities located in Port Ewen, New York, Saugerties, New York and Ulster Park, New York; to have day-to-day contact with students, faculty and parents to provide a safe and comfortable environment within BOCES; and to be available for students to assist in defusing and solving conflicts before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of BOCES; and

WHEREAS, it is the goal of the Sheriff's Office and BOCES to enter into a partnership to enhance the BOCES environment with a uniformed School Resource Officer ("SRO") at each location who will serve to assist faculty and students with problems before they affect the learning environment with the following objectives:

- (1) To create a safe environment that is free of harm, intimidation and weapons;
- (2) To present a positive role model of a law enforcement officer;
- (3) To change youth's perceptions of a law enforcement officer; and
- (4) To develop a model of cooperative efforts by school districts and law enforcement agencies that can be replicated with Ulster County and beyond.

WHEREAS, pursuant to Resolution No. 349, adopted by the Ulster County Legislature on June 18, 2024, the Chair of the Ulster County Legislature (the "Chair") is authorized to execute, on behalf of the County, this Agreement for the services contained herein.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the Parties hereby agree as follows:

1. SCOPE OF SERVICES:

A.) **Attendance:** Two (2) School Resource Officers (the "SRO's") shall provide services for three (3) U.C. BOCES locations. One (1) full time SRO will be assigned to the Center for Innovative Teaching and Learning (the "CITL"), Special Education located at Route 9W, Port Ewen, New York and one (1) full time SRO will provide services half time at U.C. BOCES- Mt. Marion, 744 Glasco Turnpike, Saugerties, New York and half time at Ulster BOCES - Anna Devine, 1372 Old Post Road, Ulster Park, New York, (the "Facilities"), each Monday through Friday, while BOCES is in session (approximately one hundred eighty-five [185] days per academic year). The SRO's will be in attendance whenever students are present at the Facility. Extended periods of absence by an SRO, such as his or her vacation, will take place only during BOCES holidays or breaks. The services provided by the SRO's shall not include any services outside of normal Facility activity hours.

B.) Responsibilities of SRO's:

- I.) Interact with students at arrival and dismissal, breakfast and lunch, activity period and at all class changes to develop a positive rapport with students;
- II.) Assist in mediating negative situations in student-to-student and student-to-staff interactions;
- III.) Advise staff on issues of gang culture and violence being introduced into the school environment;

- IV.) Conduct search and seizure as appropriate to the situation;
- V.) Assist in identifying students who are positive role models and who can be trained to develop as peer mediators;
- VI.) Lecture and/or team teach and plan with staff:
 - a. In Health Education, present ways to avoid involvement in drugs and alcohol, side effects of drug usage and issues of addiction;
 - b. In Social Studies, co-teach ways of getting along with others in society, community involvement and volunteering, social responsibility, mediation and peaceful solutions to problems; and
 - c. In Government, assist staff and students in the formation of a student government to include a judicial branch that will hear complaints and appeals and assist the administration in determining consequences.
- VII.) Educate students about the forms of intimidation and harassment and continually teach and re-teach these concepts to students with differences in learning and affect;
- VIII.) Assist in staff development and training activities on issues such as recognition of students under the influence of drugs and alcohol, and introduction of elements of gang formation and behavior into the school environment;
- IX.) Speak with parent groups on topics of school safety, drugs and alcohol, and gang violence; and
- X.) Use discretion in divulging confidential information exchanged between parents, teachers, social workers, social services and fellow officers.

C.) **Financial Reporting:** The financial reporting will be completed by the Sheriff's Office for the Term of this Agreement.

D.) **Supervision and Responsibility of the SRO's:** The BOCES chain of command for supervision of and responsibility for the SRO'S shall be in accordance with "Schedule B" of this Agreement, which is attached hereto and made a part hereof. The SRO's shall also be under the direct supervision of a Sheriff's Office Lieutenant who shall oversee the activities, actions and performance of the SRO.

E.) **Evaluation of the Services:** The evaluation of the services provided pursuant to this Agreement shall be a joint effort and responsibility of the Captain of Police Services of the Sheriff's Office and the Principal of the Facility. The services shall be continually evaluated for effectiveness and efficiency. Any changes that may need to be made would be directed by the Captain of Police Services of the Sheriff's Office with the advice of the Facility's Principal. A needs assessment survey was developed by the BOCES safety team during the summer of 1999. This needs assessment survey will be re-administered to the team, the SRO's, and the Facility staff to evaluate any need for changes. A questionnaire about the Facility's safety and the program will be developed and administered to staff, students and parents annually. Data will also be collected to ascertain if there were improvements in the attendance, suspension and behavioral incidents resulting from the services and/or any changed thereafter.

F.) **Evaluation of SRO's:** The SRO's assigned to the Facilities shall be evaluated annually by the Principal of the Facility. A written evaluation will be provided by BOCES to the SRO's and the Ulster County Sheriff prior to _____.

G.) **Delineation of Decision Making/Chain of Command:** It is the policy of the Ulster County Sheriff's Office that Deputy Sheriff's report to a Sergeant. Due to the unique situation of a Deputy Sheriff being physically situated in a school setting, the chain of command for the SRO's shall be delegated to a Sheriff's Office Lieutenant in accordance with "Schedule C" of this Agreement.

H.) **School Discipline:** School discipline is solely the responsibility of school administrators. The SRO's will not be involved in the investigation of disciplinary infractions under the code of conduct or enforcement of the code of conduct.

The SRO's will follow BOCES policy and applicable state and federal laws concerning formal law enforcement interviews with students or staff or searches or seizures on school property or at school functions under the jurisdiction of BOCES.

2. **TERM OF AGREEMENT:** This Agreement shall take effect on July 1, 2024 and, subject to earlier termination as provided in sub-paragraph 4 below ("Termination"), shall continue in full force and effect until June 30, 2025.

3. **PAYMENT:** BOCES agrees to pay the County for the SRO's services performed during the Term of this Agreement, as set forth in "Schedule A", which is attached hereto and made a part hereof. The County shall submit invoices to BOCES according to the schedule described in "Schedule A" and BOCES shall make payment of the amount of each invoice within thirty (30) days of receipt of such.
4. **TERMINATION:** Either Party may terminate this agreement, immediately upon notice of the other Party, in the event that either Party fails to comply with the terms and conditions of this Agreement, in any material respect, and if such failure is not cured within thirty (30) days after receipt of notice by the other Party describing such failure.

Either Party may terminate this Agreement without cause, upon sixty (60) days written notice to the other Party.

5. **NOTICES:** All notices shall be in writing and sent by registered mail, overnight mail, courier, or transmitted by facsimile, to the addresses indicated on the first page of this Agreement, or such other address as wither Party may indicate, with at least thirty (30) days prior written notice to the other Party.
6. **INSURANCE:** BOCES shall maintain or cause to be maintained in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in "Schedule D", which is attached hereto and is hereby made a part of this Agreement.
7. **LIMITATION OF LIABILITY:** The County's maximum liability for any action regardless of the form of the action, whether in tort or contract, arising under this Agreement shall in no event exceed an amount equal to the payment paid by BOCES hereunder during the twelve (12) months prior to the date when the cause of action arose.
8. **INDEMNIFICATION:** BOCES agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed pursuant to the Agreement, which the County, or it officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of BOCES, its employees, representatives, subcontractors, assignees or agents.
9. **INDEPENDENT CONTRACTOR:** Each Party agrees to be solely responsible for all matters relating to compensation of its employees, including, compliance with local, State and Federal laws governing its personnel, including worker's compensation, Social Security, withholding and payment of any and all Federal, State and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.
10. **NO ARBITRATION:** 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 Ulster County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with the venue in Ulster County or if appropriate, in the Federal District Court with the venue in the Northern District of New York, Albany Division.
11. **CORPORATE COMPLIANCE:** BOCES agrees to comply with all federal, State, and local laws, rules, and regulations governing the provision of goods and/or services under this Agreement. In particular, BOCES agrees to comply with the laws, rules, and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf. Alternatively, a hard copy of the Plan shall be provided upon BOCES' request. The Plan relates to the County's compliance with relevant Federal and State fraud and abuse laws. BOCES represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering services under this Agreement. BOCES shall ensure that each individual who provides such services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any Federal or State law enforcement, regulatory, or licensing authority. The County shall also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

BOCES understands that the County has established and implemented a Corporate Compliance Program and has developed

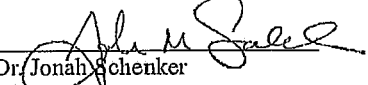
“Standards of Conduct for Ulster County Vendors and Contractors” (the “Standards”). The Standards can be accessed electronically at any time by going to www.co.ulster.ny.us/downloads/complainece.pdf. BOCES represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is 1-877-569-8777.

12. **NO ASSIGNMENT BY BOARD WITHOUT CONSENT:** This Agreement may not be assigned by BOCES nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County and any attempt to do so without first obtaining such written consent shall be void and of no force and effect.
13. **GOVERNING LAW:** This Agreement and the performance of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.
14. **MODIFICATION TO BE IN WRITING:** No changes, amendments or modifications of any of the terms and/or Conditions of the Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes in the Scope of Services in this Agreement shall not be binding, unless prior to the performance of any such services, the Chairperson, after consultation with the Ulster County Attorney and the Ulster County Sheriff, executes an amendment or modification to the Agreement, which amendment or modification shall specifically set forth the scope of such extra or additional services, the amount of compensation, and extension of time for performance, if any, for such services. Unless otherwise specifically provided for therein, the provisions of the Agreement shall apply with full force and effect to the terms and conditions contained in such amendment or modification.
15. **ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement.

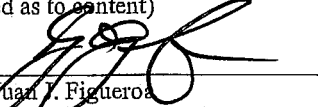
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*****SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

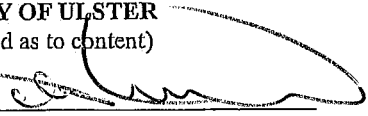
**ULSTER COUNTY BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**
(Approved as to content)

By: 
NAME: Dr. Jonah Schenker
TITLE: District Superintendent
DATE: 8/21/2024

ULSTER COUNTY SHERIFF'S OFFICE
(Approved as to content)

By: 
NAME: Juan J. Figueroa
TITLE: Ulster County Sheriff
DATE: 9/3/2024

COUNTY OF ULSTER
(Approved as to content)

By: 
NAME: Peter Criswell
TITLE: Chair Ulster County Legislature
DATE: 9/17/24

SCHEDULE A
FEES, EXPENSES AND SUBMISSIONS FOR PAYMENT

1. BOCES agrees to pay the County an amount not less than **TWO HUNDRED THIRTY-FIVE THOUSAND, TWO HUNDRED ONE 57/100 (\$235,201.57) DOLLARS** for the SRO's services during the Term of this Agreement.
2. BOCES agrees to make payment to the County within thirty (30) days of submission of the invoice by the Ulster County Sheriff.
3. The County's invoices will be submitted quarterly to BOCES, as follows:

<u>INVOICE DUE BY:</u>	<u>TERM OF SERVICES RENDERED:</u>	<u>INVOICE AMOUNT:</u>
October 15, 2024	July 1, 2024 - September 30, 2024	\$58,800.39
January 15, 2025	October 1, 2024 - December 31, 2024	\$58,800.39
April 15, 2025	January 1, 2025 - March 31, 2025	\$58,800.39
July 15, 2025	April 1, 2025 - June 30, 2025	\$58,800.40
	TOTAL:	\$235,201.57

SCHEDULE B

CHAIN OF COMMAND
ULSTER COUNTY BOCES

DISTRICT SUPERINTENDENT

ASSISTANT SUPERINTENDENT,
ADMIN.

CITL, SPECIAL EDUCATION
ASSISTANT SUPERINTENDENT
FOR LEARNING & DESIGN CITL
PROGRAM
Special Education

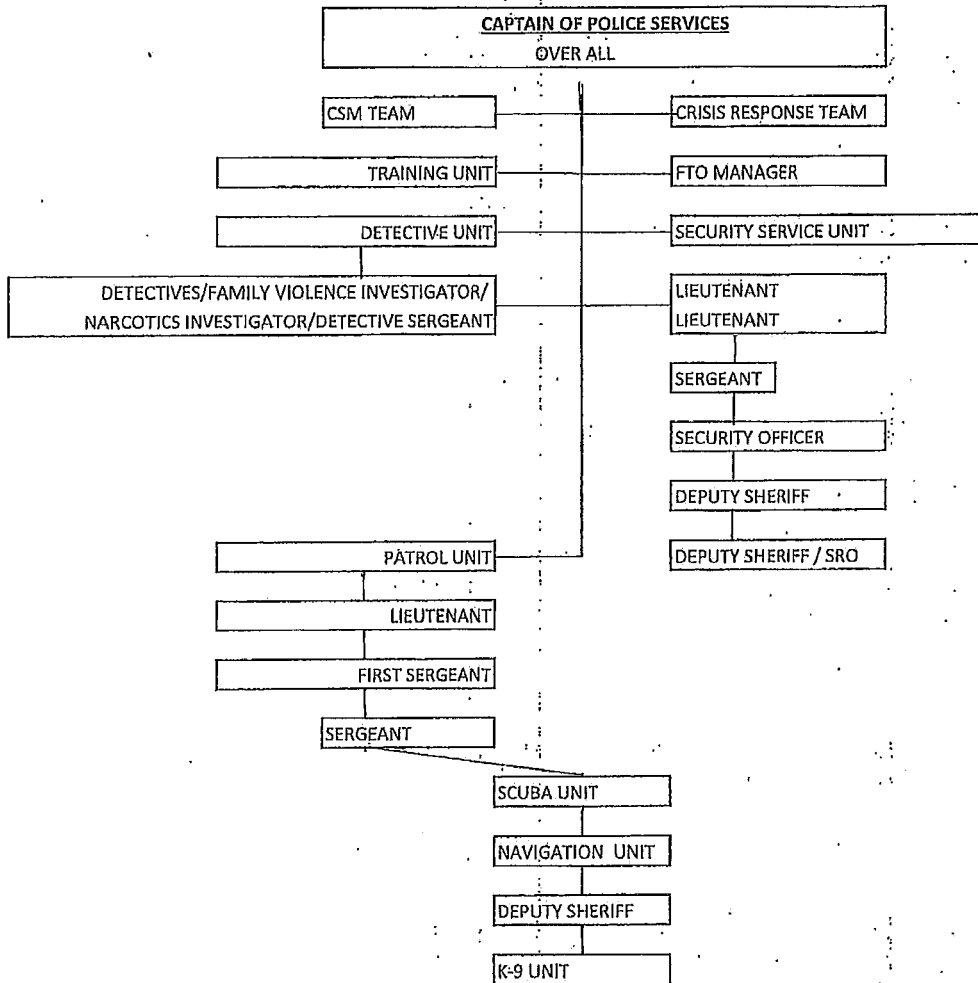
PRINCIPAL
CITL, SPECIAL EDUCATION

ASSISTANT PRINCIPAL
CITL, SPECIAL EDUCATION

SCHOOL RESOURCE OFFICER'S

SCHEDULE C

CHAIN OF COMMAND - ULSTER COUNTY SHERIFF'S CRIMINAL DIVISION



PLEASE BRING THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE PROPER COVERAGE AND LIMITS ARE IN PLACE. FAILURE TO PROVIDE CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIREMENTS BELOW, SHALL DELAY CONTRACT EXECUTION.

SCHEDULE D
COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS

I. CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will result in a delay in the finalization of this Agreement.

BOCES shall submit copies of any or all required insurance documents as and when requested by the County.

II. CERTIFICATES OF INSURANCE

The Vendor shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. **"Certificate Holder"** for all certificates shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If BOCES' insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

BOCES agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.

III. WORKERS' COMPENSATION AND DISABILITY INSURANCE

BOCES shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If BOCES is not required to carry such insurance, then BOCES must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

IV. WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (BOCES) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. BOCES should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" or
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund or
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Vendor is self-insured or
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group or

- Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If BOCES is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

V. DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (BOCES) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. BOCES should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” or
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If BOCES is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

VI. COMMERCIAL GENERAL LIABILITY INSURANCE

BOCES shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by BOCES, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of BOCES to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- Coverage shall be written on Commercial General Liability form.
- Coverage shall include:
 - Contractual Liability
 - Independent Contractors
 - Products and Completed Operations
- “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance shall be provided by the Vendor in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage **MUST** be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions.

“Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by BOCES, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Any hired automobile
- c. Any non-owned automobile
- d. "Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

IX. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)

If this box is checked, Professional Liability Insurance shall be provided by the Vendor in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

X. CYBER LIABILITY INSURANCE

If this box is checked, Cyber Liability Insurance shall be provided by the Vendor in an amount not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** general aggregate. **Copies of policy must be submitted with certificate of insurance.**

SCHEDULE E
BASIC SCHOOL RESOURCE OFFICER COURSE

The New York State Sheriff's Association's Committee on Policing and Safeguarding Schools (C-PASS) in conjunction with the New York State Division of Criminal Justice Services would like to announce a "Basic School Resource Officer" course created by the New York State Division of Criminal Justice Services. This Municipal Police Training Council certified forty (40) hour block training course will equip an officer with the necessary knowledge on how to navigate the difficult task of policing in a school setting.

Lessons will encompass a wide variety of topics including but not limited to developing school partnerships, juvenile law, and emergency response tactics within a school. This course will be presented by certified instructors, educators, and topic experts in their respective fields.

It combines lectures and practical exercise designed to give officers the skills and knowledge to safely navigate the school environment.