County Contract No. 2025-00000396

AGREEMENT

(School Resource Officer at Rondout Valley Central School District)

THIS AGREEMENT (the "Agreement"), made 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 RONDOUT VALLEY CENTRAL SCHOOL DISTRICT,** with offices at 122 Kyserike Road, Accord, New York 12404 (hereinafter referred to as the **"District"**) (each, a "Party;" together, the "Parties").

WITNESSETH

WHEREAS, Education Law §2801-a was amended, effective July 1, 2019, to require school districts that retain law enforcement or public or private security personnel to enter into a written contract or memorandum of understanding that defines the relationship between the district, school personnel, students, school visitors, law enforcement, and public or private security personnel;

WHEREAS, Education Law §2801-a further requires such contracts to be developed with the input of specified stakeholders, including parents, student, school administrators, teachers, collective bargaining units, parent and student organizations, and community members, as well as justice system representatives such as probation officers, prosecutors, defense counsels and courts familiar with school discipline;

WHEREAS, the County, through its Office of the Sheriff (the "Sheriff's Office"), has the capacity to provide two (2) Deputy Sheriffs trained as School Resource Officers ("SROs"); and

WHEREAS, it is the mission of the Sheriff's Office to have SROs assigned to work within the District; to have day-to-day contact with students, faculty and parents to provide a safe and comfortable environment within the school; and to be available for students to assist in defusing and solving problems before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of the District; and

WHEREAS, it is the goal of the Sheriff's Office and the District to enter into a partnership to enhance the school environment with two (2) uniformed SROs who will serve to assist faculty and students with problems before they affect the learning environment with the following objectives:

1) To work cooperatively with District staff to address crime and disorder problems, gangs, drug activities affecting or occurring in or around our elementary or secondary schools, and other issues that jeopardize the safety of students, staff and visitors;
2) To work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary;
3) To develop and/or expand crime prevention efforts for students;
4) To develop and/or expand community justice initiatives for students;
5) To assist District staff in training students in conflict resolution, restorative justice, and crime awareness;
6) To make recommendations in connection with physical changes in the environment that may reduce crime in and around the schools;
7) To assist District staff in the creation of a safe school environment that is free of harm, intimidation, bullying and weapons;
8) To build working relationships with the school's staff as well as with student and parent groups;
9) To present a positive role model of a law enforcement officer; and
10) To change youth's perspective of law enforcement officers.

WHEREAS, the Chair of the County's Legislature, pursuant to Resolution No. _____ of the year 2025, is authorized to execute, on behalf of the County, an agreement for the services contained herein.

NOW THEREFORE, in consideration of the promises and agreements contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES:

A. Attendance: The SROs shall provide services in the District each Monday through Friday when school is in session (approximately one hundred eighty-five [185] days), reporting to the District with the exception of vacation, sick leave, school holidays, winter and spring breaks and the summer months when school is not in session, etc. Vacation and sick leave are defined by the bargaining unit of the Sheriff's Office. The SROs will be in attendance when students are present. Extended periods of absence by the SROs, such as vacation, will take place only during school holidays or breaks.

B. Responsibilities of the SROs:

i. The SROs shall move freely at various locations in the District during the beginning of the day, during class breaks, lunches and at the end of the school day to develop a positive rapport with students. The SROs shall position themselves in locations as requested by the District or, in the absence of such requests, in such building or location as the SROs shall deem necessary and appropriate to fulfill the responsibilities set forth herein;

ii. Assist in mediating negative situations in student-to-student and student-to-staff interactions;

iii. Investigate suspected criminal activity, as requested by District administration, following District policy and applicable State and Federal laws if any formal law enforcement investigation or action become necessary;

iv. Develop building-specific safety/security assessments;

v. Enforce the importance of school attendance for students by working with truant students and their families, and by making home visits with District personnel when requested;

vi. Advise staff on issues of gang culture, drug use, and violence being introduced in the school environment;

vii. Assist in identifying students who are positive role models and can be trained to develop skills as peer mediators;

viii. Lecture and/or team teach and plan with staff when appropriate;

ix. Educate students about the forms of intimidation, bullying, and harassment;

x. Assist in staff development and training activities on issues like recognition of students under the influence of drugs and alcohol and introduction of elements of gang formation and behavior into the school environment;

xi. Speak with parent groups on topics of school safety, drugs, alcohol, gang violence, and bullying;

xii. Use discretion in divulging confidential information exchanged between parents, teachers, social workers, social services and fellow officers; and

xiii. Comply with New York State fingerprinting requirements.

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 SROs: The SROs shall report directly to the Superintendent of schools. The SROs shall also be under the direct supervision of a Sheriff's Office Lieutenant who will oversee the activities, actions and performance of the SROs.

E. Delineation of Decision Making/Chain of Command: It is the policy of the Sheriff's Office that Deputy Sheriffs report to a Sergeant. Due to the unique situation of the Deputy Sheriffs being physically situated in a school setting,

the chain of command for the SROs will be assigned to a Lieutenant, as stated in sub-paragraph D above ("Supervision and Responsibility of the SROs").

F. School Discipline. School discipline is solely the responsibility of school administrators. The SROs will not be involved in the investigation of disciplinary infractions under the code of conduct or enforcement of the code of conduct.

2. TERM OF AGREEMENT: This Agreement shall be effective **September 1, 2025**, and shall continue in full force and in effect until **June 30, 2026,** unless terminated at an earlier date provided in paragraph 4 below ("Termination"). This Agreement shall be renegotiated each school year, prior to April 15th, in order to allow the cost to be included in the development of the District's annual budget.

3. PAYMENT: The District agrees to pay the County an amount equal to the actual salaries and benefits of the SROs during the term of this Agreement for services to be performed by the County hereunder and as indicated in **"Schedule A"**, which is attached hereto and made a part thereof. The County shall submit invoices to the District according to the schedule described in **"Schedule A"** and the District 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 to the other Party, in the event either Party fails to comply with the terms of this Agreement in any material respect and such failure not being 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 certified mail, 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 either Party may indicate by at least thirty (30) days prior written notice to the other Party.

6. INSURANCE: The District 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 B"**, which is attached hereto and is hereby made a part of this Agreement.

7. INDEMNIFICATION OF COUNTY: The District 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 this Agreement, which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the District, its employees, representatives, subcontractors, assignees or agents.

8. INDEMNIFICATION OF DISTRICT: The County agrees to defend, indemnify and hold harmless the District, 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 this Agreement, which the District, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the County, its employees, representatives, subcontractors, assignees or agents.

9. SETTLEMENT OF INDEMNIFIED CLAIMS BY INDEMNIFIED PARTY: As used herein, "Indemnified Party" or "Indemnifying Party" shall mean the District or the County, as appropriate. The Indemnified Party may not settle or compromise any claim or consent to the entry of any judgement regarding which it is seeking indemnification hereunder without the prior written consent of the Indemnifying Party, which the Indemnifying Party shall not unreasonably withhold, condition, or delay, unless:

(a) If the indemnified claim is one for which the Indemnified Party properly gave the Indemnifying Party a notice of the claim, and the Indemnifying Party fails to assume the defense or refuses to defend the indemnified claim; or

(b) such settlement, compromise, or consent:

(i) includes an unconditional release of the Indemnifying Party from all liability arising out of such claim;

(ii) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of the Indemnifying Party; and

(iii) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of the Indemnifying Party or any of the Indemnifying Party's affiliates.

10. 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.

11. 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 the Chairperson of the County Legislature or the County's Director of General Services, in consultation with the Ulster County Attorney or designee, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County or, if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

12. CORPORATE COMPLIANCE: The District 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, the District 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 https://ulstercountyny.gov/ulster-county-compliance-plan. Alternatively, a hard copy of the Plan will be provided upon the District's request. The Plan relates to the County's compliance with relevant Federal and State fraud and abuse laws. The District represents and warrants that it has read and understands the Plan and agrees to abide by its terms. The County may terminate this Agreement, in whole or in part, at any time for the District's failure to comply with the County's Plan.

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 enforcement, regulatory, or licensing authority. The County will 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.

The District understands that the County has established and implemented a Corporate Compliance Program and has developed "Standard of Conduct for Ulster County Vendors and Contractors" (the "Standards"). The Standards can be accessed electronically at any time by going to: https://ulstercountyny.gov/ulster-county-compliance-plan. Alternatively, a hard copy of the Standards will be provided upon the District's request. The District 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.

13. NO ASSIGNMENT BY DISTRICT WITHOUT CONSENT: This Agreement may not be assigned by the District, 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.

14. GOVERNING LAW: The 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.

15. MODIFICATIONS 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 of the Ulster County Legislature or the County's Director of General Services, after consultation with the Ulster County Attorney or designee, executes an amendment or modification to this 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 any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such amendment or modification.

16. ENTIRE AGREEMENT: The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to governed by this Agreement, which supersede any other understandings or writings between or among the Parties of this Agreement.

17. BOARD APPROVAL. This Agreement will not be in effect until agreed to in writing and signed by authorized representatives of both Parties and approved by the Board of Education of the Rondout Valley Central School District.

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 SHERIFF'S OFFICE
(Approved as to content)

By: _____
NAME: Juan J Figueroa
TITLE: Sheriff
DATE: _____

COUNTY OF ULSTER

By: _____
NAME: Peter J. Criswell
TITLE: Chairperson, Ulster County Legislature
DATE: _____

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT

By: _____
NAME: Dr. Paul Spadaro
TITLE: Superintendent of Schools
DATE: _____

SCHEDULE A
SCOPE OF SERVICES

1. The District agrees to pay the County an amount not exceeding **TWO HUNDRED TWENTY-EIGHT THOUSAND, FIVE HUNDRED FIFTY-FIVE AND 42/100 ($228,555.42) DOLLARS** during the Term of this Agreement.

2. The County shall submit invoices to the District, as follows:

INVOICE DATE	INVOICE PERIOD	INVOICE AMOUNT
January 15, 2026	September 1, 2025 – December 31, 2025	$91,422.17
April 15, 2026	January 1, 2026 – March 31, 2026	$68,566.63
July 15, 2026	April 1, 2026 – June 30, 2026	$68,566.62
	TOTAL:	**$228,555.42**

3. The District agrees to make payment within thirty (30) days of the date of the invoice submitted by the County.

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 B
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 Department of Risk Management will result in a delay in the finalization of this Agreement.

The District shall submit copies of any or all required insurance documents as and when requested by the County. Upon policy renewal, the District shall submit updated insurance policy information.

II. CERTIFICATES OF INSURANCE

The District shall file with the County's Department of Risk Management, 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 the District's 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.

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

III. WORKERS' COMPENSATION AND DISABILITY INSURANCE

The District 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 Department of Risk Management.

If the District is not required to carry such insurance, the District 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 (the District) 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. The District 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 the District 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 (the District) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The District 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 the District 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

The District 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 the District, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the District 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:

a. Coverage shall be written on Commercial General Liability form.
b. Coverage shall include:
1. Contractual Liability
2. Independent Contractors
3. Products and Completed Operations

c. "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 District 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 the District, 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 District 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 District 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.**

XI. SEXUAL ABUSE & MOLESTATION COVERAGE:

[ ] If this box is checked, Sexual Abuse & Molestation Coverage shall be provided by the District 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.