RESOLUTION

BE IT RESOLVED that the Inter-Municipal Agreement between the County of Ulster and the Wallkill Central School District to provide School Resource Officers in accordance with the terms and agreement of the Inter-Municipal Agreement on file with the District Clerk, is hereby approved.

AGREEMENT

(School Resource Officer at Wallkill Central School District)

THIS AGREEMENT is made by 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 **WALLKILL CENTRAL SCHOOL DISTRICT,** with offices at 1500 Route 208, Wallkill, New York, 12589 (hereinafter referred to as the **"District"**) (each, a "Party;" together, the "Parties").

WITNESSETH

WHEREAS, the County, by and through its Sheriff's Office (the "Sheriff's Office"), has the capacity to provide two (2) Deputy Sheriffs trained as School Resource Officer(s) ("SRO"); 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 the District's 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 District's schools;

7.) To assist the 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 District 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 perception of law enforcement officers.

WHEREAS, the Chair of the County's Legislature, pursuant to Resolution No._____of the year 2026, is authorized to execute, on behalf of the County, an 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:** 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 County 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 negative situations and fights as requested by District administration;

iv. Develop building-specific safety/security assessments;

v. Enforce the importance of school attendance for students 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 in issues like recognition of students under the influence of drugs and alcohol and introduction 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;

xiii. Cooperate in any disciplinary actions taken by the District in connection with New York State Education Law Section 3214; and

xiv. 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 Assistant Superintendent for business, who in turn is supervised by the Superintendent of Schools. The SRO will work directly with the building Principals on a day-to-day basis regarding situations and relationships in each of the District's schools. The SROs shall be subject to the District's policies and procedures when performing functions at the District's schools, unless otherwise provided in this Agreement. The District shall provide training in school policies, regulations and procedures, including FERPA. The SROs will also be under direct supervision of a Sheriff's 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 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 SROs will be assigned to a Lieutenant, as stated in sub-paragraph D above ("Supervision and Responsibility of the SROs").

2. **TERM OF AGREEMENT:** This Agreement shall take effect on **September 1, 2026,** and shall

continue in full force and effect until **June 30, 2027** (the "Term"), unless terminated at an earlier date as 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 salary and benefits of the SROs during the term of this Agreement for services to be performed by the County hereunder and as indicated on **"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, and expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), 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 BOARD:** The County agrees to defend, indemnify and hold harmless the County, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, and expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), 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. **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 the Chairperson of the County Legislature and 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.

11. **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 District represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this Agreement. The District

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 Inspector General as well as the elements as recommended and/or mandated by New York State 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 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.

12. **NO ASSIGNMENT BY DISTRICT WITHOUT CONSENT:** This Agreement may not be assigned by the District nor its rights, 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:** 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.

14. **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 Chair 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 provided for herein, the provisions of this 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 supersede any other understandings or writings between or among the Parties of this Agreement.

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: _____

WALLKILL CENTRAL SCHOOL DISTRICT

By: _____
NAME: Anthony White
TITLE: Superintendent of Schools
DATE: _____

SCHEDULE A
SCOPE OF SERVICES

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

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

INVOICE DATE	INVOICE PERIOD	INVOICE AMOUNT
January 15, 2027	September 1, 2026 - December 31, 2026	$91,422.17
April 15, 2027	January 1, 2027 - March 31, 2027	$68,566.63
July 15, 2027	April 1, 2027 - June 30, 2027	$68,566.62
	TOTAL:	**$228,555.42**

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

3. The District agrees to permit the SROs use of the Electric Vehicle ("EV") Charging Station and Car Wash during working hours.

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 Vendor 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 Vendor 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 with which it is entering into a contract. The Vendor 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 Vendor, 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 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.**

XI. SEXUAL ABUSE & MOLESTATION COVERAGE

[ ] If this box is checked, Sexual Abuse & Molestation Coverage 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.

RESOLUTION

BE IT RESOLVED that the Inter-Municipal Agreement between the Town of Plattekill and the Wallkill Central School District to provide a School Resource Officer in accordance with the terms and agreement of the Inter-Municipal Agreement on file with the District Clerk, is hereby approved.

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) School Resource Officers (hereinafter "SROs") 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 fifty-six dollars ($56.00) per hour per SRO for each hour the SRO(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, 2026 and terminate on June 30, 2027, unless otherwise extended by a written instrument signed by the parties hereto.

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

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

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

SEVENTH: The SROs 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 SROs shall not be involved in such matters except to the extent that the SROs' 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 SROs.

The Town will be responsible to provide the District proof of Professional Liability, law enforcement liability and automobile insurance for SROs' 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.

Michael Lemler
TOWN OF PLATTEKILL

4/14/26
DATE

WALLKILL CENTRAL SCHOOL DISTRICT

DATE

ACKNOWLEDGMENT OF TOWN OF PLATTEKILL:

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

On this 14 day of April, 2026 before me personally appeared Michael Lembo, 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, STATE OF NEW YORK
Registration No. 01BY6421707
Qualified in ULSTER County
Commission Expires 09/07/2029

Linda Mary Byrnes
Notary Public

ACKNOWLEDGMENT OF DISTRICT:

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

On this_____day of_____, 2026 before me personally appeared Anthony White 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

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

A School Resource 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.

RESOLUTION

BE IT RESOLVED that the Inter-Municipal Agreement between the Town of Shawangunk and the Wallkill Central School District to provide School Resource Officers and Special Patrol Officers in accordance with the terms and agreement of the Inter-Municipal Agreement on file with the District Clerk, is hereby approved.

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____ 2026, 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 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 one SRO 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 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)**

2026-2027 School Year $83.33 per hour

* 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)**
2026-2027 School Year $58.27 per hour

(If a part time officer is not a member of state retirement)

2026-2027 School Year $48.75 per hour

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 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, 2026 through June 30, 2027. 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: _____
Anthony White, Superintendent of Schools

Date: 5/27/26

TOWN OF SHAWANGUNK

BY: _____
Ken Ronk, Jr., Supervisor

APPENDIX A

SCHOOL RESOURCE OFFICER PROGRAM
OUTLINE

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

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

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

B. ROLE OF THE S.R.O.

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

C. DUTIES OF THE S.R.O.

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

THREE PRIMARY ROLES:

Law Enforcement Officer:

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

Law Related Counselor:

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

Law Related Presenter:

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

and the LEO Club on such topics as:

- Sexual harassment
- Child abuse and neglect
- Underage drinking and drugging
- Legal statutes
- Zero Tolerance Laws
- PINS and the Juvenile Justice System
- Motor Vehicle Laws
- Prevents School Violence

APPENDIX B

SCOPE OF SERVICES

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

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

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

Performs a variety of related activities as required