# FIRST EXTENSION AND AMENDMENT OF MUNICIPAL COOPERATIVE AGREEMENT FOR THE PROVISION OF DEPUTY SHERIFFS

THIS FIRST EXTENSION AND AMENDMENT OF MUNICIPAL COOPERATIVE AGREEMENT FOR THE PROVISION OF DEPUTY SHERIFFS ("Amendment") is effective as of July 1, 2021 ("Effective Date") and hereby extends the term of that certain Municipal Cooperative Agreement for the Provision of Deputy Sheriffs, dated August 14, 2018 ("Agreement") by and between COUNTY OF ORANGE, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 110 Wells Farm Road, Goshen, New York, 10924 ("County"), by and through its Orange County Sheriff's Office ("OCSO" and OCSO may be included in references to County) and CORNWALL CENTRAL SCHOOL DISTRICT, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 24 Idlewild Avenue, Cornwall-on-Hudson, New York 12520 ("School District"). The County and the School District are each individually referred to as a "Party" and collectively, the "Parties."

WHEREAS, the County and the School District wish to extend the term of the Agreement to continue the School Safety Program (as such term is defined in the Agreement) on the terms and conditions set forth in the Agreement; and

**NOW THEREFORE**, in consideration of the mutual provisions and covenants recited in this Amendment, it is hereby agreed by and between the County and the School District as follows:

- 1. <u>INCORPORATION OF RECITALS</u>. The Recitals set forth above are true and correct and are hereby incorporated into this Amendment as if set forth at length in this Section 1.
- 2. <u>DEFINITIONS</u>. The terms used in this Amendment unless otherwise defined in this Amendment will have the meanings ascribed to them in the Agreement.
- 3. EXTENSION OF TERM. The Term of the Agreement is hereby extended for a period of three (3) years commencing as of July 1, 2021 and ending June 30, 2024.
- 4. SEXUAL HARASSMENT CERTIFICATION. Pursuant to the New York State Finance Law §139-I, by execution of this Amendment, the School District and the individual signing this Amendment on behalf of the School District certifies, under penalty of perjury, that the School District has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy will, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at: <a href="https://www.ny.gov/programs/combating-sexual-harassment-workplace">https://www.ny.gov/programs/combating-sexual-harassment-workplace</a>. The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at: <a href="https://www.orangecountygov.com/1137/Human-Resources">https://www.orangecountygov.com/1137/Human-Resources</a>.
- 5. <u>SIGNATURES</u>. A manually signed copy of this Amendment delivered by facsimile, email, or other means of electronic transmission are deemed to have the same legal force

and effect as delivery of an original signed copy of this Amendment.

6. <u>INTEGRATION</u>. Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect. If there is a conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment will control.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officers as of the Effective Date.

**COUNTY OF ORANGE** 

'Harold J Porr III; Deputy County Executive

By: tanda only

ok Title: County Executive

Date: 8-4-2

CORNWALL CENTRAL SCHOOL

DISTRICT

Name: Namy Bryon Title: President B

Date: 7/12/2

# MUNICIPAL COOPERATIVE AGREEMENT BETWEEN COUNTY OF ORANGE AND

# CORNWALL CENTRAL SCHOOL DISTRICT FOR THE PROVISION OF DEPUTY SHERIFFS

THIS MUNICIPAL COOPERATIVE AGREEMENT ("Agreement"), dated August 2018, is entered into by the COUNTY OF ORANGE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 110 Wells Farm Road, Goshen, New York, 10924 ("County"), by and through its Orange County Sheriff's Office ("OCSO" and OCSO may be included in references to County), and CORNWALL CENTRAL SCHOOL DISTRICT, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 24 Idlewild Avenue, Cornwall-on-Hudson, NY 12520 ("School District"). The County and School District are hereinafter individually referred to as a "Party" and collectively, the "Parties."

WHEREAS, School District is desirous of obtaining the services of Deputy Sheriffs employed by the County on a part-time basis to promote the goals and objective set forth in this Agreement ("School Safety Program"); and

WHEREAS, the County is willing to provide such services on the terms and conditions set forth in this Agreement; and

**NOW THEREFORE**, in consideration of the mutual provisions and covenants recited herein, it is hereby agreed by and between the County and the School District as follows:

- 1. <u>INCORPORATION OF RECITALS</u>. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.
- 2. **GOALS AND OBJECTIVES.** School District and County, in conjunction with the OCSO, establish the following goals and objectives for the School Safety Program:
  - a. To assist in maintaining a safe campus environment that will be conducive to learning at the School District campus(es);
  - b. To create unity between law enforcement and School District officials;
  - c. To improve relationships between law enforcement, school, community and the students of the School District;
  - d. To serve as consultants to the School District's staff, parents, and students on safety matters, and any other matters that will provide a better environment for the students and the teachers to pursue their respective tasks; and
  - e. For law enforcement to serve as role models for students.

#### 3. PROVISION OF DEPUTY SHERIFFS.

a. PROVISION OF DEPUTY SHERIFFS. On the terms and conditions set forth in this Agreement, the County, through OCSO, will provide a sufficient number of part-time Deputy Sheriffs (each of which will work no more than nineteen (19) hours per week) necessary to provide coverage at the following School District campus(es) during the September through June school year annually ("School Year") and/or the extended school year of July through August ("Extended School Year"):

CAMPUS NAME	ADDRESS	SCHOOL YEAR (check as applicable)	EXTENDED SCHOOL YEAR (check as applicable)
Cornwall-on-	234 Hudson Street		
Hudson	Cornwall-on-Hudson, NY 12520		
Elementary			
Cornwall	99 Lee Road		
Elementary	Cornwall, NY 12518		
Willow Avenue	67 Willow Avenue		
Elementary	Cornwall, NY 12518		
Cornwall Central	122 Main Street	$\boxtimes$	
Middle School	Cornwall, NY 12518		
Cornwall Central	10 Dragon Drive	$\boxtimes$	
High School	New Windsor, NY 12553		

- b. NON-EXCLUSIVITY. The Deputy Sheriffs participating in the School Safety Program may perform other duties for the County and/or OCSO when not participating in the School Safety Program.
- c. <u>QUALIFICATIONS</u>. Those Deputy Sheriffs participating in the School Safety Program shall be sworn Deputy Sheriffs, and possess the requisite knowledge, experience, training, education, appearance, attitude, communications skills and demeanor.
- d. <u>SELECTION</u>. The Deputy Sheriffs participating in the School Safety Program will be chosen by the Orange County Sheriff (or his/her designee) and subject to removal for cause on mutual agreement of the School District and the OCSO in accordance with the terms and conditions of this Section 3(d). If the Superintendent of the School District (or his/her designee) is dissatisfied with the performance of a Deputy Sheriff's duties and/or responsibilities hereunder, the Superintendent of the School District shall notify the Orange County Sheriff (or his/her designee) and request a meeting to discuss the basis of the dissatisfaction. If the issue(s) raised by the School District Superintendent are not satisfactorily resolved during this meeting, the Superintendent of the School District (or his/her designee) may request that the Deputy Sheriff be reassigned and request that another individual be assigned to serve in that position, which request will be accommodated if the OCSO's staffing can accommodate such reassignment; otherwise School District may terminate this Agreement for convenience in the manner provided for in Section 15(b) hereof.

- e. <u>EMPLOYMENT STATUS</u>; <u>DISCIPLINE</u>; <u>CHAIN OF COMMAND OF DEPUTY SHERIFFS</u>. The Deputy Sheriffs participating in the School Safety Program are employees of the County and remain responsive to the OCSO chain of command. Deputy Sheriffs participating in the School Safety Program are governed by Office Rules and Regulations relating to Orange County Deputy Sheriffs. The Orange County Sheriff (or his/her designee) will oversee all issues of discipline and hear all complaints with regard to the individuals serving as a Deputy Sheriff in the School Safety Program. The County and OCSO possess all authority with respect to the Deputy Sheriffs' employment status, civil service laws and the governing collective bargaining agreement(s).
- f. <u>EMERGENCY REASSIGNMENTS</u>. In the event of an emergency, in the sole and absolute opinion of the Orange County Sheriff (or his/her designee), the Deputy Sheriffs participating in the School Safety Program may be temporarily reassigned by the OCSO.

# 4. DESIGNATION OF SINGLE POINTS OF CONTACT.

- a. <u>SCHOOL DISTRICT SINGLE POINT OF CONTACT</u>. School District hereby designates the following individual as the School District's administrative single point of contact ("<u>School District SPOC</u>") for recordkeeping communications under this Agreement as contemplated in Section 7 hereof:
  - i. School District SPOC:

1. Name: Kimberly Rohring

2. Title: Assistant Superintendent for Business

3. Email: krohring@cornwallschools.com

4. Phone: (845) 534-8009 x7104

- b. OSCO SINGLE POINT OF CONTACT. The OCSO hereby designates the following individual as the OCSO's administrative single point of contact ("OCSO SPOC") for recordkeeping communications under this Agreement as contemplated in Section 7 of this Agreement:
  - i. OCSO SPOC:

1. Name: Shirley Brewer

2. Title: Confidential Secretary

3. Email: sbrewer@orangecountygov.com

4. Phone: (845) 291-7697

5. COMPENSATION OF DEPUTY SHERIFFS BY COUNTY. The County shall pay the Deputy Sheriffs who participate in the School Safety Program all wages and/or fringe benefits earned by them as evidenced by records maintained in accordance with Section 7 of this Agreement together with all taxes and other government mandated charges related to those wages and fringe benefits, if any. The County will also outfit the Deputy Sheriffs who participate in the School Safety Program with appropriate uniforms, including cleaning services and footwear. At all times during the Term (as defined in Section 14 hereof), the County shall be the sole employer of the Deputy Sheriffs. As the employer, the County will: (i) maintain all necessary personnel and payroll records for the Deputy Sheriffs; (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 Deputy Sheriffs; and (v) provide workers' compensation, disability insurance, unemployment insurance and other insurance coverage to the extent and in such amounts as required by law or contract.

6. SCHOOL DISTRICT REIMBURSEMENT OF COMPENSATION PAID BY COUNTY AND PAYMENT TERMS. School District will reimburse the County for all costs paid to, or on behalf of, the Deputy Sheriffs that participate in the School Safety Program that are assigned to the School District's campus(es), including all wages, fringe benefits, taxes and other government mandated charges related to those wages and fringe benefits. School District shall pay the County on any invoices it receives pursuant to Section 7(c)(iii) net thirty (30) calendar days from receipt of invoice from the County.

# 7. RECORDKEEPING AND INVOICING.

- a. <u>SCHOOL DISTRICT CALENDAR</u>. No later than July 1<sup>st</sup> annually during the Term of this Agreement (or upon full execution of this Agreement should full execution occur after July 1<sup>st</sup> of the year in which this Agreement is fully executed), the School District SPOC shall email to the OCSO SPOC the School District's calendar for the upcoming school year.
- b. CHANGES TO SCHOOL DISTRICT CALENDAR AND CLOSINGS. As soon as reasonably practicable, but no later than two (2) business days following a change in the School District calendar provided to the OCSO SPOC in accordance with Section 7(a) above, the School District SPOC shall notify the OCSO SPOC of changes in the School District calendar. Changes in the School District calendar include, but are not limited to closings, delays, and/or early dismissals for weather in addition to added or deleted dates of attendance on the School District calendar. School District acknowledges and agrees that the Deputy Sheriffs participating in the School Safety Program assigned to the School District's campus(es) will work an eight (8) hour day unless the School District SPOC provides written notice to the OCSO SPOC by email of a change in the calendar as contemplated above. Further, if an event or incident requires the Deputy Sheriffs to remain on campus more than eight (8) hours in a day, the School District SPOC will report such activity in an email to the OCSO SPOC within two (2) business days of the day on which the Deputy Sheriff worked the additional hours.

# c. TIMEKEEPING RECORDS.

- i. <u>School District Timekeeping</u>. The School District shall maintain for its records a timekeeping system, whether it is electronic or manual timesheets, that tracks each Deputy Sheriff's time worked at the School District's campus(es).
- ii. Deputy Sheriff Reporting. The OCSO will require the Deputy Sheriffs participating in the School Safety Program to track their hours worked at the School District using Excel in a sheet approved by the OCSO, which Excel sheet will be emailed by each such Deputy Sheriff to their immediate supervisor, the OCSO SPOC and

- the School District SPOC on a biweekly basis consistent with the County's payroll periods.
- iii. OCSO Invoicing of School District. The OCSO SPOC will invoice the School District quarterly in arrears for all costs of the Deputy Sheriffs that participate in the School Safety Program and are assigned to the School District, including all wages and fringe benefits paid to said Deputy Sheriffs and all taxes and other government mandated charges related to those wages and fringe benefits, if any as contemplated by Section 5 hereof. Such invoices will be emailed by the OCSO SPOC to the School District SPOC.

# 8. TACTICAL WEAPONS.

- a. <u>ISSUANCE OF WEAPONS</u>. OCSO may issue the Deputy Sheriffs tactical weapons for use while participating in the School Safety Program. Such weapons will be maintained consistent with the OCSO Office's Rules and Regulations. County will maintain insurance coverage for the tactical weapons. Upon School District's written request, the County will provide School District with a certificate of insurance evidencing the insurance coverage for the tactical weapons.
- b. DOCUMENTATION RELATED TO TACTICAL WEAPONS. School District may request documentation regarding the tactical weapons, which documentation shall not be unreasonably withheld. Loading and unloading of the tactical weapons will be done only in designated areas by the Deputy Sheriff(s). The tactical weapons will be examined and cleaned at least once a month. If any problems with any of the tactical weapons are discovered during that examination, it will be immediately reported to the OCSO and School District. A full inspection of each tactical weapon will be conducted annually by a designee of the OCSO to determine its condition, safety, and reliability. Any tactical weapon found to be broken, worn or missing parts will be removed from service until repaired or replaced. Documentary proof of said monthly examinations and inspection shall be provided to School District upon its written request.
- 9. TRAINING OF DEPUTY SHERIFFS. OCSO shall provide in-service training to the Deputy Sheriffs participating in the School Safety Program to enable the Deputy Sheriffs assigned to the School District's campus(es) to function efficiently. School District shall train the Deputy Sheriffs on school policies, Family Educational Rights and Privacy Act ("FERPA"), applicable regulations and procedures all as may be amended during the Term of this Agreement, and may provide training in other matters relating to students and their safety.
- 10. COUNTY VEHICLES; REIMBURSEMENT. If School District requests a County vehicle for use by the Deputy Sheriffs participating in the School Safety Program at the School District campus(es), School District shall be responsible for all costs for the use and operation of such vehicle, which includes, but is not limited to, all costs associated with use, maintenance, fuel, and repairs ("Vehicle Operational Costs.") All requests for a vehicle for

use by the Deputy Sheriffs shall be made by School District in writing by email to the OCSO SPOC and are subject to the approval of the Orange County Sheriff (or his/her designee). School District agrees to reimburse the County for all Vehicle Operational Costs. Reimbursement for such Vehicle Operational Costs shall be made by School District to the County net thirty (30) calendar days from receipt of invoice from the OCSO SPOC.

- 11. MATERIALS AND FACILITIES PROVIDED BY SCHOOL DISTRICT. School District shall provide the Deputy Sheriffs participating in the School Safety Program with the following materials and facilities during the Term (as defined in Section 14 of this Agreement):
  - a. Access to a properly lit private office equipped with a desk with drawers, chair, filing cabinet, office supplies, and a computer with internet service and email, which office as equipped shall only be used only when performing duties in furtherance of this Agreement; and
  - b. A location where files and records may be stored, which location can be locked and secured.
- 12. <u>INSURANCE</u>. The School District and the County each agree to maintain during the Term of this Agreement, at their respective sole cost and expense, a general comprehensive liability insurance policy covering personal injury and property damage in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS. Upon the written request of a Party, the other Party will provide certificates of insurance evidencing such coverage.

# 13. <u>INDEMNIFICATION</u>.

- a. BY THE COUNTY. To the fullest extent permitted by law, the County shall protect, indemnify and hold harmless School District, its employees and agents, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against School District, resulting from, arising out of, or relating to the County's performance of this Agreement, except when such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses arise solely out of the conduct or omission of School District, its employees and agents.
- b. BY SCHOOL DISTRICT. To the fullest extent permitted by law, School District shall protect, indemnify and hold harmless the County, its employees and agents, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against the County, resulting from, arising out of, or relating to the School District's performance of this Agreement, except when such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses arise solely out of the conduct or omission of the County, its employees and agents.
- c. SURVIVAL. The obligations under this Section 13 shall survive any expiration or

termination of this Agreement, and shall not be limited by any remuneration herein or insurance coverage.

14. <u>TERM</u>. Subject to Section 15 hereof, this Agreement shall be effective for a period of three (3) years commencing July 1, 2018 and ending June 30, 2021 ("<u>Term</u>").

### 15. TERMINATION.

#### a. TERMINATION FOR DEFAULT.

- Default; Opportunity to Cure. If either Party fails to perform, keep or observe any i. material term, provision, condition, covenant or agreement of this Agreement, the other Party may consider that Party to be in default (unless a Force Majeure causes the failure as contemplated by Section 16(c) of this Agreement) and may assert a default claim by giving the defaulting Party a written and detailed notice of default delivered in the manner provided for in Section 16(a) hereof. Except for a default by School District for failing to timely pay any amount when due under this Agreement, which the School District shall have ten (10) calendar days after delivery of the written notice of default for non-payment to cure, the defaulting Party will have thirty (30) calendar days after delivery of the notice of default in accordance with Section 16(a) hereof to cure said default. If the default is not curable within thirty (30) calendar days after delivery of the notice of default, the defaulting Party must provide the other Party with a written and detailed cure plan, which plan shall be delivered in the manner provided in Section 16(a) hereof. The defaulting Party will begin implementing the cure plan immediately after delivery of written notice (with delivery being determined in accordance with Section 16(a) hereof) by the nondefaulting Party that it approves the plan. In the event the Parties cannot agree upon a cure plan despite good faith efforts, the non-defaulting Party may deliver in the manner provided for in Section 16(a) hereof a written notice of termination effective ten (10) calendar days from the date of delivery (with delivery being determined in accordance with Section 16(a) hereof).
- ii. <u>Failure to Cure; Termination for Default</u>. If the defaulting Party fails to cure the default as provided in Section 15(a)(i) above, unless otherwise agreed to in writing signed by both Parties, the non-defaulting Party may immediately terminate this Agreement.
- b. <u>TERMINATION FOR CONVENIENCE</u>. In addition to termination for default as provided in Section 15(a), either Party may, on ninety (90) calendar days prior written notice to the other Party delivered in the manner provided for in Section 16(a) hereof terminate this Agreement at any time for its convenience. In the event School District terminates this Agreement under this Section 15(b), School District will pay the County all amounts due and owing for the use of Deputy Sheriffs in the School Safety Program through the date of such termination.

## 16. **GENERAL PROVISIONS.**

a. NOTICE PROVISION. Except for those recordkeeping communications exchanged

between the School District SPOC and the OCSO SPOC as contemplated by Sections 7 and 10 of this Agreement, all notices, consents, demands, requests, approvals, or any other communications required or permitted to be given under this Agreement by one Party to the other Party shall be made in writing, and shall be deemed to have been given on the date of delivery or refusal if personally served on the Party to whom notice is to be given; or on the next business day, if sent prepaid to the Party to whom notice is to be given, by overnight mail from a nationally recognized private courier providing evidence of receipt and properly addressed; or on the third business day after mailing, if mailed to the Party to whom notice shall be given by First Class, Certified Mail, postage prepaid and properly addressed to the following:

#### If to School District:

CORNWALL CENTRAL SCHOOL DISTRICT 24 Idlewild Avenue Cornwall-on-Hudson, NY 12520

# If to County:

COUNTY OF ORANGE Orange County Sheriff's Office 110 Wells Farm Road Goshen, New York 10924 Attn: Undersheriff

#### With a copy to:

COUNTY OF ORANGE 255 Main Street Goshen, New York 10924 Attn: County Attorney

and/or to such other addresses and/or addressees as may be designated by notice given in accordance with the provision of this Section 16(a).

#### b. **COMPLIANCE WITH LAWS.**

- i. Applicable Laws. In connection with the performance of this Agreement, the County and School District 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, Education Law, and Labor Law of the State of New York, all as may be amended during the Term.
- ii. <u>Confidentiality Laws</u>. In connection with the performance of this Agreement, the County and School District will comply with all applicable federal and state confidentiality statutes, including, but not limited to, FERPA to the same extent

that FERPA must be complied with by School District. The obligation to preserve the confidentiality of student information shall survive the expiration or termination of this Agreement.

- c. <u>FORCE MAJEURE</u>. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.
- d. <u>NO ASSIGMENT</u>. Neither Party shall assign, transfer, subcontract, or convey any of its rights, obligations or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Copies of all documentation pertaining to any assignment, transfer, subcontract, or conveyance of this Agreement shall be provided to the other Party. Any assignment, transfer, subcontract, conveyance, or other disposition without such prior written consent shall be void.
- e. <u>WAIVER</u>. The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach or omission.
- f. <u>SEVERABILITY</u>. In the event any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- g. <u>HEADINGS FOR REFERENCE ONLY</u>. Headings and subheadings in this Agreement are included for convenient of reference only and shall not to be considered in construing the corresponding text of this Agreement.
- h. <u>AMENDMENTS</u>. This Agreement may only be modified by mutual consent of the County and School District, and any such modification shall be in writing.
- i. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of New York. 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 Parties, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
- j. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and all previous communications between the Parties, whether written or oral, with reference to the matter of this Agreement, are hereby superseded.