

**Intermunicipal Cooperation Agreement
Police Services for School District
Between the County of Schuyler,
And the Bradford Central School District
Pursuant to General Municipal Law, Art. 5-G**

This Agreement is dated the 1 day of September, 2020, by and between the **County of Schuyler, State of New York**, a municipal corporation having principal offices at 105 Ninth St, Watkins Glen, NY 14891 (hereinafter referred to as "County"); and **the Bradford Central School District**, a municipal corporation having offices at 2820 State Route 226, Bradford, NY 14815 (hereinafter referred to as "School")

WHEREAS, pursuant to County Law § 650 the Sheriff performs the duties prescribed by law as an officer of the court and conservator of the peace within the county, including the provision of police services, pursuant to Criminal Procedure Law § 1.20(34) (b) and related authority, and is ready, willing and able to provide police protection services to the School; and

WHEREAS, the School desires to have police protection and police services for the School property, buildings, personnel, and students, as set forth and described below; and

WHEREAS, the County has authority to maintain said Sheriff's department and provide such police protection services and the School has the statutory powers pursuant to the Education Law of the State of New York to take such acts as are necessary for the maintenance and preservation of the School property and to ensure the safety of its employees, students and visitors; and

WHEREAS, the General Municipal Law of the State of New York, Article 5-G, particularly Section 119-o, provides for cooperative agreements by which municipal governments agree upon mutually acceptable terms and conditions to jointly fulfill their statutory duties and obligations;

NOW, THEREFORE, the parties agree as follows:

1. The County shall provide police patrol and protection services to the School as follows:
 - a. The County shall provide the School with one (1) qualified School Resource Office ("SRO") to be assigned to the School. The SRO will only work during the school year and will be assigned only to the School. The SRO will provide the School with security, attend Superintendent hearings with students, provide education on bullying and drug/alcohol use, and perform such other tasks as assigned by the Sheriff. The SRO will help oversee the environments both inside and outside the school. The SRO will be a resource for the student population to report any and all matters of concern related to public safety, law enforcement, suspected criminal or delinquent activity, breaches of the peace and related matters, either in school, outside school and/or at home. All SRO reports will be filed with the School and the County. All SRO services will be provided in a manner consistent with the policies of the County Sheriff's Department and the laws of New York State, including, but not limited to, the

Criminal Procedure Law of the State of New York and the Penal Law of the State of New York, as applicable.

2. The School agrees to pay the County for such general police protection services rendered to the School as follows:
 - a. Consideration shall not exceed \$31,500 for the SRO. This amount is to cover 180 days of work \$20.87/hour, and includes 5.5% for worker's compensation and 7.65% for FICA/Medicare. Any Costs for uniform items will be paid by the School to the County.
 - b. Due to the previous COVID-19 shutdown the School will receive a credit of \$11,186.00 for 2020 – 2021 and will be billed \$20,314 for the 2020-2021 school year.
3. The term of this Agreement shall be from September 1, 2020 through June 30, 2021.
4. Insurance and Indemnification:
 - a. To the fullest extent provided by law, the County agrees to indemnify, hold harmless and defend the School, its agents, officers and employees against loss, expense or damages as a result of the gross negligence and/or negligence of the County and its deputy sheriffs in carrying out the provisions of the police services during the term of this agreement. The County agrees to maintain comprehensive general liability and police professional liability insurance with regard to the activities covered by this agreement of not less than \$1 million per occurrence and \$2 million general aggregate. The School, its officers and employees shall be listed as additional insureds on the County's policy(ies) of insurance, and shall be notified of any cancellation or expiration at least twenty (20) days prior to the effective date of such cancellation or expiration.
 - b. To the fullest extent provided by law, the School agree to indemnify, hold harmless and defend the County, its agents, officers and employees against loss, expense or damages as a result of the gross negligence and/or negligence of the School during the term of this agreement. The School agrees to maintain comprehensive general liability and police professional liability insurance with regard to the activities covered by this agreement of not less than \$1 million per occurrence and \$2 million general aggregate. The County, its officers and employees shall be listed as additional insureds on the School's policy(ies) of insurance, and shall be notified of any cancellation or expiration at least twenty (20) days prior to the effective date of such cancellation or expiration.
 - c. Each party shall comply with the application provisions of Worker's Compensation Coverage (WCL Section 57) and Disability Benefits Coverage (WCL Section 220[8]) applicable to that party.
5. This agreement constitutes the entire agreement of the parties. No modification, amendment, supplement of any provision, or cancellation thereof shall be valid unless in writing and signed by the parties.

6. The doctrine of severability shall apply to this agreement. In the event that any provision of this agreement is or becomes invalid under any provision of Federal, State or Local Law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
7. This agreement shall be governed in all respects by the laws of the State of New York, except where the federal supremacy clause may apply.
8. The parties shall have the right to terminate and cancel this agreement upon 30 days prior written notification to cancel the agreement. Notwithstanding any other provision of this agreement to the contrary, if, at the time of such early termination, as set forth herein, the School has not fully paid for the services in this agreement to the County for the past services rendered, the School shall pay such amounts due the County.
9. No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way effect any other provision, term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
10. This contract shall not be assigned by any party hereto.
11. The undersigned parties warrant and represent that the agreement has been approved by majority vote of the voting strength of its respective governing body.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

THE COUNTY

THE SCHOOL:

BY: Carl H. Blowers
Chair, County Legislature

BY: Name:
Title:

**UNIFORM FORM CERTIFICATES OF ACKNOWLEDGMENT
(Within New York State)**

For the County:

State of New York)
County of Schuyler) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared **Carl H. Blowers**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

For the School:

State of New York)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public