

June 15, 2021

It is recommended the Board of Education of the Burnt Hills-Ballston Lake Central Schools District authorize the District's Superintendent of Schools to execute the attached agreement for a School Resource Office for the 2021-2022 school year with the County of Saratoga.

AGREEMENT

THIS AGREEMENT is effective as of the first day of September, 2021

By and Between

COUNTY OF SARATOGA, (COUNTY) a municipal corporation duly organized under the laws of the State of New York and having offices at 40 McMaster Street, Ballston Spa, NY 12020, by and through the **Saratoga County Sheriff's Office** (Sheriff) with offices located at 6012 County Farm Road, Ballston Spa, NY 12020,

-and-

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT a New York State public school district with principal offices located at 88 LAKEHILL RD BURNT HILLS, NY 12027 (DISTRICT);

RECITALS

WHEREAS, the SHERIFF employs Deputy Sheriffs capable of service as School Resource Officers (SROs) to perform community-policing services in schools located within Saratoga County; and

WHEREAS, the DISTRICT wishes to have an SRO assigned to its schools for that purpose during the 2021 – 2022 academic year with the option for two renewals for a period of one-year each; and

WHEREAS, the COUNTY and SHERIFF are willing to assign an SRO to the District.

NOW THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration in receipt of which is hereby acknowledge, the parties agree as follows:

Purpose:

1. This agreement sets forth the terms under which the COUNTY will provide an SRO to the DISTRICT.

Agreement Term:

2. The commencement date for the provision of services pursuant to this Agreement shall be for services rendered between September 1, 2021 through June 30, 2022, unless terminated as provided herein. COUNTY and SHERIFF shall commence providing an SRO on campus on a date to be mutually agreed upon by SHERIFF and DISTRICT, which date shall be no earlier than September 1, 2021 of each year.

Renewal:

3. This Agreement may be renewed on the mutual consent of the parties for the 2022 – 2023 academic year and the 2023 – 2024 academic year. Renewal shall not occur unless both parties agree, in writing to renew. Yearly notice to renew the terms of this contract shall be provided on or before June 1st of the calendar year preceding and shall be sent to the parties identified in the Notices section herein.

Provision of Service:

4. Upon direction and approval from the SHERIFF, the COUNTY and the SHERIFF agree to provide the following services:
- a. Assignment of a full-time SRO to provide services to the DISTRICT on all days that school is in session for students; and
 - b. The SRO assigned to the DISTRICT shall carry out the responsibilities pursuant to the established job duties set forth in **Schedule A** attached hereto and made a part of this Agreement; and
 - c. If the assigned SRO is not available on any school day, the SHERIFF will provide a substitute SRO; and
 - d. The provision by the SHERIFF of a SRO to the DISTRICT shall only be required on calendar days that the DISTRICT is in session for students and/or staff development and shall not be required during any summer school session, holiday or break days that the school is off as provided in the district calendar; and any snow or emergency days when school is not in session for students.

Selection; Supervision; and Professional Status of SRO:

5. The selection, supervision and professional status of the SRO assigned to the DISTRICT shall be governed by the following terms:

- a. The SRO to be assigned to the DISTRICT shall be selected by the SHERIFF in conjunction with, and subject to the approval of, the DISTRICT's Superintendent of Schools, or the Superintendent's designee, to ensure an appropriate match of skills, personality, and approach.
- b. The SRO shall at all times be an employee of the COUNTY/SHERIFF. The SRO is not an employee of the DISTRICT, and the SRO's terms and conditions of employment including wages, benefits, time-off, fringe benefits, and disciplinary procedures, shall be governed by the Collective Bargaining Agreement between the SHERIFF and the Saratoga County Deputy Sheriffs Police Benevolent Association. Nothing in this Agreement shall alter or supersede those terms and conditions.
- c. Direct supervision of the SRO shall be in accordance with the chain of command of the SHERIFF's Office as established by the SHERIFF.
- d. The SHERIFF and the DISTRICT shall each name a primary contact person from their respective organizations for the purposes of administering this agreement and the SRO program.
- e. The DISTRICT, through the Superintendent or the Superintendent's designee, will immediately communicate any concerns about the SRO's effectiveness or conduct, and any disciplinary issues with respect to the SRO, to the Sheriff, who will investigate and resolve such issues administratively. Copies of any and all evaluations, commendations, complaints or supporting information related to the performance or actions of the SRO shall be provided to the SHERIFF to be maintained in accordance with law.
- f. If the DISTRICT, through the Superintendent or the Superintendent's designee deems that the resolution of any issue, or any unresolved issue, is detrimental to the effectiveness of the SRO or creates a likelihood of disruption to the educational environment, the SRO shall be replaced with a new SRO mutually acceptable to the Sheriff and the District.
- g. The SRO shall at all times be first and foremost a sworn Saratoga County Deputy Sheriff, fully trained and certified under the laws of the

State of New York, who is mandated by law to enforce the law, intercede in crimes in progress, investigate criminal activity whether or not on school campus or not and will take appropriate enforcement action as mandated by law.

- h. The SRO will, upon request, act in support of District and/or Building administrators to advance the mission of the District and to help ensure the health, welfare, and safety of the District's students, faculty, staff, and other members of the District community.
- i. The SRO provided by the SHERIFF and the COUNTY shall be fully equipped with all equipment provided by the Sheriff to Saratoga County Road Patrol Deputies; including, but not limited to, uniforms, body armor, firearms, radio, and patrol car.
- j. The SRO will maintain all necessary certifications and will remain current on training necessary to allow him/her to discharge his duties as a member of the Sheriff's Office and the District's SRO, including but not limited to the training required to allow the SRO to carry and discharge a firearm in the course of their duties.

Duties and Schedule of the SRO:

6. The SRO assigned to the DISTRICT shall serve as an immediate resource to District officials, professional staff, and students, and in the roles of law enforcement officer, educator, and advisor shall perform duties including, but not limited to:

- a. Maintaining a presence in the DISTRICT and all school buildings, with a focus on creating a peaceful and safe learning environment for students, faculty, staff, and visitors by proactively working to eliminate safety threats, school related crime and disorder, and by working to enhance the quality of life of members of the school community.
- b. Responding immediately to ensure safety in times of crisis or conflicts and providing follow-up to proactively prevent future problems.
- c. Communicating and collaborating with other law enforcement colleagues to identify and preemptively address potential issues, such as matters that occur outside the school environment that may impact the school, as well as to investigate potentially unlawful and unsafe activities in close coordination with the respective building principal or designee.
- d. Functioning as a resource to the school community, including staff, students, and their families, for collaborative problem solving and the

encouragement of information-sharing to increase safety and security in the school and community.

- e. Making presentations to students, faculty and staff, officials, parents and the community on violence prevention, substance abuse, social conflict, crime prevention, health and safety, conflict resolution, school safety and other related community policing issues.
- f. The SRO shall not be expected or required to handle violations of the DISTRICT's Code of Conduct, and shall not supplement, supplant, or circumvent the responsibilities of building administrators and others within the DISTRICT responsible for enforcement of the Code of Conduct or the discipline of students.
- g. The SRO shall be assigned to provide service to the DISTRICT on each regular school day, for an eight (8) hour shift and may, when warranted by the situation or circumstances, have a presence extended beyond the regular school day. Any such extension beyond the regular school day must be cleared with a SHERIFF supervisor by the SRO prior to the commencement of such extension in accordance with Sheriff's Office overtime policies and practices.
- h. The SRO shall also be assigned to provide service to the DISTRICT on days when students are not in attendance, but administrators and teachers are on the school campus for scheduled professional development; on such days, the SRO's responsibilities may include opportunities for professional development, program evaluation, and program enhancement. If the SRO is not expected to attend professional development on these days they will not be required to be on campus.
- i. Any training or professional development to be provided to the SRO by the DISTRICT must be approved by the SHERIFF prior to attendance of the SRO to ensure that said training or professional development is consistent with the policies and procedures of the SHERIFF and that appropriate training materials, certificates of completion, attendance records, etc. are collected and maintained by the SHERIFF in accordance with applicable policies and laws.
- j. Training and similar professional requirements of the SHERIFF may from time to time impact the availability and service of the SRO. The SHERIFF shall notify the DISTRICT in advance of scheduled absences due to such professional requirements. In such case, an alternate SRO will be provided to the DISTRICT by the SHERIFF. Except in the case of extreme emergency, the SRO shall not be called

to respond to any non-school related situation during the SRO's regular workday.

Facilities and Resources to be Provided by the District:

7. The DISTRICT shall provide the following facilities and resources to the assigned SRO:
 - a. The DISTRICT shall provide an office, in a location mutually agreed upon by the SHERIFF and the DISTRICT, for use by the assigned SRO.
 - b. The DISTRICT shall provide a designated parking spot for the SRO at and in close proximity to the SRO's assigned office.
 - c. The DISTRICT shall provide the following office equipment and furnishings for the SRO at said office location: a desk; a desk chair; two office chairs; one personal computer with internet connectivity; one computer monitor; one printer; and one phone. In addition, the DISTRICT shall allow the SRO to access and use a school photocopier near the SRO's assigned office.

Provision of Additional Deputy Sheriff Services

8. The COUNTY and SHERIFF agree to provide the following additional Deputy Sheriff Services:
 - a. Assignment of the full-time SRO to the DISTRICT shall not affect the duties of other Deputy Sheriffs or preclude their appropriate presence on or near school campuses, or on or near off-campus school facilities or events.
 - b. The DISTRICT may request, from time-to-time, the provision of Deputy Sheriff Services for DISTRICT and school activities and functions outside the regular school day or at locations other than the school campuses; such services shall be requested in writing or email through the SHERIFF primary contact as identified in 5(d) above and must include justification if the request is for the assigned SRO specifically rather than a Deputy Sheriff assigned through standard SHERIFF overtime procedures. The SHERIFF shall have the option to determine if the requested services will be provided by the SRO

assigned to the DISTRICT or other member of the Sheriff's Office. Any such assignment which is not an extension of the SRO's scheduled workday, or which is performed by a Deputy other than the SRO, shall be for a minimum of two (2) hours. The SHERIFF and DISTRICT primary contacts shall consult concerning the number of Deputies to be assigned to provide such services in each instance, but the final decision shall be that of the Sheriff.

- c. Additional overtime for the SRO assigned to the DISTRICT beyond minor extensions of the regular workday or overtime assignments for any other Deputy Sheriff cannot be authorized by the SRO and must be pre-arranged between the SHERIFF and DISTRICT primary contacts as such agreements commit SHERIFF resources and create a financial responsibility for the DISTRICT.

Payment:

9. In consideration of the services provided by the COUNTY and SHERIFF, the DISTRICT agrees to pay the SHERIFF the following rates for services:

- a. The DISTRICT shall pay the SHERIFF, as reimbursement for the cost of the SRO assigned to the DISTRICT, the annual sum of Seventy-Four Thousand Ninety-Three Dollars and Seventy-Five Cents (\$74,093.75) to be paid in biannual installments of Thirty-Seven Thousand Forty-Six Dollars and Eighty-Seven Cents (\$37,046.87) payable on or before September 1st 2021 and Thirty-Seven Thousand Forty-Six Dollars and Eighty-Seven Cents (\$37,046.87) payable on or before February 1st 2022. Any payment not received by the SHERIFF/COUNTY within fifteen (15) days of the date it is due shall be subject to a late payment penalty of 1% per month.
- b. If this agreement is renewed pursuant to the terms of "Renewal" in Paragraph 3 above, the DISTRICT shall pay the SHERIFF, as reimbursement for the cost of the SRO assigned to the DISTRICT, the annual sum of Seventy-Five Thousand Four Hundred Nineteen Dollars and Eighty-Seven Cents (\$75,419.87) for the 2022-2023 school year to be paid in biannual installments of Thirty-Seven Thousand Seven Hundred Nine Dollars and Ninety-Three Cents (\$37,709.93) payable on or before September 1st 2022 and Thirty-Seven Thousand Seven Hundred Nine Dollars and Ninety-Three Cents (\$37,709.93) payable on or before February 1st 2023, and Seventy-Six Thousand Seven Hundred Seventy-Two Dollars and Fifty Cents (\$76,772.50) for the 2023-2024 school year to be paid in biannual installments of Thirty-Eight Thousand Three Hundred Eighty-Six Dollars and Twenty-Five Cents (\$38,386.25) payable on or before September 1st 2023 and Thirty-Eight Thousand Three Hundred Eighty-Six Dollars and Twenty-Five Cents (\$38,386.25) payable on or before February 1st

2024. Any payment not received by the SHERIFF/COUNTY within fifteen (15) days of the date it is due shall be subject to a late payment penalty of 1% per month.

- c. The DISTRICT shall pay the Sheriff, as reimbursement for the cost of services provided pursuant to subparagraph 8.b. hereof, at the hourly rate of Fifty Dollars (\$50.00), with a minimum payment of One Hundred Dollars (\$100.00) for the minimum required two (2) hours of service, for each Deputy assigned to provide such services. Such additional services pursuant to subparagraph 8. b. hereof shall be billed by the SHERIFF and COUNTY, and paid by the DISTRICT, on a monthly basis. The DISTRICT shall pay said bills within twenty (20) days of receipt. Any such payment not received by the Sheriff/County when due shall be subject to a late payment penalty of 1% per month.

Termination:

10. Either Party may terminate this Agreement by giving the other Party sixty (60) days written notice. In the event of the termination of this Agreement prior to its expiration date, the DISTRICT shall receive a pro-rata refund from the COUNTY and SHERIFF of any funding paid by the DISTRICT pursuant to Paragraph 9 based on the duration of this Agreement prior to the effective date of the termination when compared to a full one-year period. The DISTRICT shall not be obligated to reimburse the COUNTY and SHERIFF for any equipment and patrol car costs incurred by the COUNTY and SHERIFF in equipping the SRO.

Indemnification:

11. Each Party hereto shall hold harmless, defend, and indemnify the other Party and its officers, employees and agents, and shall hold it and them harmless, against any liability or loss, including attorneys' fees, expenses and costs sustained or incurred in connection with any claim, suit, action or proceeding arising out of any willful or negligent act or omission of the indemnifying Party or its officers, employees or agents in the performance of its obligations under this Agreement.

Insurance:

12. The COUNTY shall provide the DISTRICT with proof of General Liability, Workers Compensation, Disability, and Auto Insurance Coverage, and shall name the DISTRICT as an additional insured with respect to General Liability coverage. See requirements attached as Schedule B.

Default:

13. The occurrence of any of the following shall be considered an Event of Default:

- a. Non-Payment: The failure of the DISTRICT to make any payments required under this Agreement.
- b. Other Failure to Perform. The failure by either the Sheriff/County or the District to perform and/or comply with any term, covenant or condition required under this Agreement.

Remedies:

14. In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damage for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non-defaulting party and thirty (30) days have elapsed since receipt of such notice, and the defaulting party has not proceeded diligently to cure such default.

Address for Notices:

15. Any notice or other communication required or contemplated under this Agreement to be given by one Party to the other in writing shall be delivered personally or mailed by first class mail, postage prepaid or sent by electronic transmission (email) to the following addresses:

If to the Sheriff, to
Michael H. Zurlo, Sheriff
Office of the Saratoga County Sheriff
6010 County Farm Road
Ballston Spa, NY 12020
mzurlo@saratogacountyny.gov

If to the District, to
Patrick McGrath, Superintendent
88 Lakehill Rd. Burnt Hills, NY 12027
pmcgrath@bhbl.org

Any notice delivered personally shall be deemed to have been given and received on the business day next following the day of delivery. Any notice sent by US mail shall be deemed to have been given and received on the fifth day following the day it is placed in the mail. Any notice sent by electronic transmission shall be deemed to have been given

and received on the day of sending, provided that no notice that it cannot be delivered is received by the sender within 24 hours following its sending.

Execution in Counterparts:

16. To allow the Parties to complete their formal agreement as expeditiously as possible, this Agreement may be signed in counterparts which, taken together, will constitute a single agreement and either Party may accept from the other a telephonic or electronic facsimile, the signature on which will be deemed an original signature.

Entire Agreement:

17. This Agreement embodies the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings (written or oral) of the Parties in connection therewith. There are no representations, warranties, covenants, or conditions made by either of the Parties except as herein expressly contained. This Agreement may not be amended, modified, altered, or varied except by an Agreement in writing signed by both Parties.

Governing Law and Venue:

18. The laws of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.

Modification:

19. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

Severability

20. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

Paragraph Titles:

21. The titles or headings to the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

Waiver:

22. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or conditions of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the waiving party.

Meaning of Terms:

23. Except as specifically stated otherwise, the following terms shall be interpreted as follows when used herein:

- a. "Days" shall refer to calendar days.
- b. "School Day" shall refer to a day that school is in session.
- c. To the extent necessary, singular personal pronouns shall include the plural and plural personal pronouns shall include the singular.

[Signature Lines on Next Page]

COUNTY OF SARATOGA

Date: _____ By: _____
Theodore T. Kusnierz, Jr., Chairman
Per Resolution _____-2021

Date: _____ By: _____
Michael H. Zurlo, Sheriff

Approved to Form and Content:

Date: _____ By: _____
Michael J. Hartnett, County Attorney

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT

Date: _____ By: _____
Patrick McGrath, Superintendent

SCHEDULE A

SRO JOB DUTIES

1. Consult with and coordinate activities as requested by the Superintendent and/or designee;
2. Abide by School Board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices and standing general orders;
4. The SRO shall act as a liaison for other law enforcement officers in matters regarding School District policies while on school grounds;
5. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal;
6. The SRO shall develop an expertise in presenting various subjects; including but not limiting to lockdown procedures, bullying, drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
7. Encourage group discussions about law enforcement with students, faculty and parents;
8. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions;

9. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
10. Perform such duties as described herein as requested by the school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected;
11. The SRO shall familiarize himself/herself with and shall abide by School District policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School District insofar as same shall be in harmony with standard police practices and standing general orders;
12. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;
13. The SRO shall affirm the role of law enforcement officer by wearing the uniform of the Sheriff's Office at all times unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the SRO and his/her ability to perform his/her duties. The uniform to be worn by the SRO daily shall be the same as that worn by Deputy Sheriffs on patrol as determined seasonally by the SHERIFF.
14. The Primary role of the SRO shall be the safety and security of the school including all students and staff. As such, the SRO shall be equipped and ready to immediately respond to all internal and external threats.

SCHEDULE B

INSURANCE REQUIREMENTS – SRO

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the COUNTY hereby agrees to effectuate the naming of the DISTRICT as an unrestricted additional insured on the County's insurance policies, with the exception of workers' compensation.

- II. The policy naming the DISTRICT as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secure" or better, New York State admitted insurer.
 - State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent.
 - The certificate of insurance must describe the specific services provided by the County (e.g., security services) that are covered by the commercial general liability policy and the umbrella policy.
 - At the District's request, the County shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the County will provide a copy of the policy endorsements and forms.

- III. The County agrees to indemnify the District for any applicable deductibles.

- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The policy shall include coverage for assault and battery. 1,000,000 Personal and Advertising Injury limit, including coverage for defamation, false arrest, detention and imprisonment. The policy shall include coverage for all security-related services rendered to the District by the County, **including but not limited to armed security guards.**

If coverage for armed security guard services is not provided in the Commercial General Liability policy, it must be included in a separate Security Professional Liability policy.

- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

- **Workers' Compensation and NY State Disability Insurance**
Statutory Workers' Compensation, Employers' Liability and NYS Disability Insurance for all employees.

- **Excess/Umbrella Insurance**
 - \$3,000,000 each occurrence and aggregate; \$10,000 SIR
 - \$5,000,000 each occurrence and aggregate; \$10,000 SIR
 - \$10,000,000 each occurrence and aggregate; \$10,000 SIR

VI. County acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The County is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.