

August 2, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer
Westchester County Executive



RE: **Message Requesting Immediate Consideration: IMA – School Resource Officers – Somers Central School District.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators August 5, 2024 Agenda.

Transmitted herewith for your consideration and approval is legislation, which if adopted, would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), to renew an intermunicipal agreement (“IMA”) with the Somers Central School District (“District”), whereby the County will assign four (4) uniformed police officers to act as School Resource Officers (“SRO”) for the District.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for August 2, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

August 1, 2024

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is legislation, which if adopted, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety Services ("Department"), to renew an intermunicipal agreement ("IMA") with the Somers Central School District ("District"), whereby the County will assign four (4) uniformed police officers to act as School Resource Officers ("SRO") for the District, with one (1) SRO to be assigned to the Primrose Elementary School campus, one (1) SRO to be assigned to Somers High School campus, one (1) SRO to be assigned to the Somers Middle School campus, and one (1) SRO to be assigned to Somers Intermediate School campus (hereinafter collectively the "Schools"). The IMA will be for a term of five (5) years commencing on the opening day of school in September, 2024.

By Act No. 2019-109, your Honorable Board authorized the County, through the Department, to enter into an IMA with the District pursuant to which the County would assign four (4) SROs to the District, with one (1) SRO assigned to each of the Schools, for a five (5) year term commencing upon the opening of school in September, 2019 and continuing through the last day of school in June, 2024. In consideration for services rendered, the District agreed to pay the County a total amount of \$3,157,497.00. The IMA authorized by Act No. 2019-109 expired on June 30, 2024. Due to the overwhelming success of this program, as well as rising public safety concerns, the Department now seeks the authority of your Honorable Board to renew the IMA for an additional five (5) year term.

I have been advised that the SRO's duties will consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SROs will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participate and provide guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, active shooter response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, testifying in court, and at school related administrative hearings or proceedings, as needed, with respect to observations made or information acquired in connection with services performed pursuant to the Agreement, and investigating

allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs will not be permitted to question or interview a student in the Schools unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

I have been further advised that the SROs shall be assigned to the Schools for approximately eight (8) hours per day, only during the school term, which shall be defined as the opening day of school in September through the last day of school in June (the "School Term"), in accordance with the District's annual school calendar. The IMA shall be for a term of five (5) years and services shall be provided only during the School Term. The IMA shall commence upon the opening day of school in September, 2024 and expire on the last day of school in June, 2029 (the "Term"), subject to the following parameters:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (c) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (d) In the event that an SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if an SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel;
- (e) The Department will instruct the SROs to notify the Schools, the District and the Department of any absences, anticipated or otherwise, at the earliest possible time;
- (f) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as a SRO at one of the Schools for more than fifteen (15) cumulative school days, this Agreement may be terminated with respect to the School(s) for which the County has been unable to assign a SRO or may be terminated in its entirety by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period subsequent to the date of termination for the Schools for which the Agreement is terminated.
- (g) The SROs shall consult with and coordinate activities through the School's principal or designee.

(h) The District will coordinate with the SROs and the Department to implement informational technology access for the SROs. The SROs shall have access to the Department's Information Technology System.

In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2024/2025 School Term, a total amount of Six Hundred Seventy Thousand Six Hundred Seventy-Three (\$670,673.00) Dollars, payable in two installments of \$335,336.50 each;
- (ii) for the 2025/2026 School Term, a total amount of Six Hundred Eighty-Nine Thousand One Hundred Sixteen (\$689,116.00) Dollars, payable in two installments of \$344,558.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Seven Hundred Eight Thousand Sixty-Seven (\$708,067.00) Dollars, payable in two installments of \$354,033.50 each;
- (iv) for the 2027/2028 School Term, a total amount of Seven Hundred Twenty-Seven Thousand Five Hundred Thirty-Nine (\$727,539.00) Dollars, payable in two installments of \$363,769.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Seven Hundred Forty-Seven Thousand Five Hundred Forty-Six (\$747,546.00) Dollars, payable in two installments of \$373,773.00 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of the IMA and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining IMA Term will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her duties under the IMA.

In addition, pursuant to the terms of the proposed IMA, each party will be responsible for indemnifying and defending the other party for the indemnifying party's performance or failure to perform.

I believe this IMA is in the best interests of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,



George Latimer
County Executive

GL/TAR/jpg/nn

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), to renew an intermunicipal agreement (“IMA”) with the Somers Central School District (“District”), whereby the County will assign four (4) uniformed police officers to act as School Resource Officers (“SRO”) for the District, with one (1) SRO to be assigned to the Primrose Elementary School campus, one (1) SRO to be assigned to Somers High School campus, one (1) SRO to be assigned to the Somers Middle School campus, and one (1) SRO to be assigned to Somers Intermediate School campus (hereinafter collectively the “Schools”). The IMA will be for a term of five (5) years commencing on the opening day of school in September, 2024.

Your Committee is advised that by Act No. 2019-109, your Honorable Board authorized the County, through the Department, to enter into an IMA with the District pursuant to which the County would assign four (4) SROs to the District, with one (1) SRO assigned to each of the Schools, for a five (5) year term commencing upon the opening of school in September, 2019 and continuing through the last day of school in June, 2024. In consideration for services rendered, the District agreed to pay the County a total amount of \$3,157,497.00. The IMA authorized by Act No. 2019-109 expired on June 30, 2024. Due to the overwhelming success of this program, as well as rising public safety concerns, the Department now seeks the authority of your Honorable Board to renew the IMA for an additional five (5) year term.

Your Committee has been advised that the SROs’ duties will consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SROs will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participate and provide guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, active shooter response,

counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, testifying in court, and at school related administrative hearings or proceedings, as needed, with respect to observations made or information acquired in connection with services performed pursuant to the Agreement, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs will not be permitted to question or interview a student in the Schools unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

Your Committee is further advised that the SROs shall be assigned to the Schools for approximately eight (8) hours per day, only during the school term, which shall be defined as the opening day of school in September through the last day of school in June (the "School Term"), in accordance with the District's annual school calendar. The IMA shall be for a term of five (5) years and services shall be provided only during the School Term. The IMA shall commence upon the opening day of school in September, 2024 and expire on the last day of school in June, 2029 (the "Term"), subject to the following parameters:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (c) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (d) In the event that an SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if an SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel;
- (e) The Department will instruct the SROs to notify the Schools, the District and the Department of any absences, anticipated or otherwise, at the earliest possible time;

- (f) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as a SRO at one of the Schools for more than fifteen (15) cumulative school days, this Agreement may be terminated with respect to the School(s) for which the County has been unable to assign a SRO or may be terminated in its entirety by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period subsequent to the date of termination for the Schools for which the Agreement is terminated.
- (g) The SROs shall consult with and coordinate activities through the School's principal or designee.
- (h) The District will coordinate with the SROs and the Department to implement informational technology access for the SROs. The SROs shall have access to the Department's Information Technology System.

In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2024/2025 School Term, a total amount of Six Hundred Seventy Thousand Six Hundred Seventy-Three (\$670,673.00) Dollars, payable in two installments of \$335,336.50 each;
- (ii) for the 2025/2026 School Term, a total amount of Six Hundred Eighty-Nine Thousand One Hundred Sixteen (\$689,116.00) Dollars, payable in two installments of \$344,558.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Seven Hundred Eight Thousand Sixty-Seven (\$708,067.00) Dollars, payable in two installments of \$354,033.50 each;
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- (v) for the 2028/2029 School Term, a total amount of Seven Hundred Forty-Seven Thousand Five Hundred Forty-Six (\$747,546.00) Dollars, payable in two installments of \$373,773.00 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of the IMA and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining IMA Term will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her duties under the IMA.

In addition, your Committee is advised that pursuant to the terms of the proposed IMA, each party will be responsible for indemnifying and defending the other party for the indemnifying party's performance or failure to perform.

The Planning Department has advised that based on its review, the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed Act.

Dated: _____, 2024

White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - Somers SD NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 670,673

Total Current Year Revenue \$ 670,673

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 38-2000-1010/9230. Assign four uniformed police officers to act as School Resource Officers for the District.

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: \$0

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \$0

Next Four Years: 2025 Expenses \$689,116 and Revenue \$689,116

2026 Expenses \$708,067 and Revenue \$708,067

2027 Expenses \$727,539 and Revenue \$727,539

2028 Expenses \$747,546 and Revenue \$747,546

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: June 8, 2024

Reviewed By: *Christina Pappas*
Budget Director

Date: 7/31/24

ACT NO. 2024- _____

An ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Somers Central School District whereby the County will assign four (4) uniformed police officers to act as School Resource Officers for the District for a five (5) year term.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), is hereby authorized to enter into an intermunicipal agreement (“IMA”) with the Somers Central School District (“District”), substantially in the form attached hereto, whereby the County shall assign four (4) uniformed police officers to act as School Resource Officers (“SRO”) for the District, with one (1) SRO to be assigned to the Primrose Elementary School campus, one (1) SRO to be assigned to Somers High School campus, one (1) SRO to be assigned to the Somers Middle School campus, and one (1) SRO to be assigned to Somers Intermediate School campus (hereinafter collectively the “Schools”).

§2. The SROs’ duties shall consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SROs will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participate and provide guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, active shooter response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, testifying in court, and at school related administrative hearings or proceedings, as needed, with respect to observations made or information acquired in connection with services performed pursuant to the Agreement, and investigating allegations of criminal incidents in accordance with the Department’s policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs shall not be permitted to question or interview a student in the Schools unless the student’s parent/guardian has been contacted and been provided an opportunity to be present.

§3. The SROs shall be assigned to the Schools for approximately eight (8) hours per day, only during the school term, which shall be defined as the opening day of school in September through the last day of school in June (the “School Term”), in accordance with the District’s annual school calendar. The IMA shall be for a term of five (5) years and services shall

be provided only during the School Term. The IMA shall commence upon the opening day of school in September, 2024 and expire on the last day of school in June, 2029 (the "Term"), subject to the following parameters:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (c) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (d) In the event that an SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if an SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel;
- (e) The Department will instruct the SROs to notify the Schools, the District and the Department of any absences, anticipated or otherwise, at the earliest possible time;
- (f) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as a SRO at one of the Schools for more than fifteen (15) cumulative school days, this Agreement may be terminated with respect to the School(s) for which the County has been unable to assign a SRO or may be terminated in its entirety by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period subsequent to the date of termination for the Schools for which the Agreement is terminated.
- (g) The SROs shall consult with and coordinate activities through the School's principal or designee.
- (h) The District will coordinate with the SROs and the Department to implement informational technology access for the SROs. The SROs shall have access to the Department's Information Technology System.

§4. In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2024/2025 School Term, a total amount of Six Hundred Seventy Thousand Six Hundred Seventy-Three (\$670,673.00) Dollars, payable in two installments of \$335,336.50 each;

- (ii) for the 2025/2026 School Term, a total amount of Six Hundred Eighty-Nine Thousand One Hundred Sixteen (\$689,116.00) Dollars, payable in two installments of \$344,558.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Seven Hundred Eight Thousand Sixty-Seven (\$708,067.00) Dollars, payable in two installments of \$354,033.50 each;
- (iv) for the 2027/2028 School Term, a total amount of Seven Hundred Twenty-Seven Thousand Five Hundred Thirty-Nine (\$727,539.00) Dollars, payable in two installments of \$363,769.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Seven Hundred Forty-Seven Thousand Five Hundred Forty-Six (\$747,546.00) Dollars, payable in two installments of \$373,773.00 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of the IMA and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining IMA Term will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as School Resource Officer in connection with his or her duties under the IMA.

§5. Pursuant to the terms of the IMA, each party shall be responsible for indemnifying and defending the other party for the indemnifying party's performance or failure to perform.

§6. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§7. This Act shall take effect immediately.

THIS AGREEMENT (“Agreement”), made this ____ day of _____, 2024,
by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”)

and

SOMERS CENTRAL SCHOOL DISTRICT having an office and place of business at P.O. Box 620, 250 Route 202, Lincolndale, New York 10540 (hereinafter referred to as the “District”)

WITNESSETH:

WHEREAS, pursuant to New York State Education Law Section 2801-a, a school district is required to develop a comprehensive district-wide school safety plan, and, as part of such a plan, to include prevention and intervention strategies such as entering into collaborative arrangements with state and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained in order to, among other things, de-escalate potentially violent situations; and

WHEREAS, the District desires to obtain the services of four (4) uniformed County Police Officers to act as School Resource Officers (“SRO”) for the District; one (1) SRO to be assigned to the Primrose Elementary School campus, one (1) SRO to be assigned to Somers High School campus, one (1) SRO to be assigned to the Somers Middle School campus, and one (1) SRO to be assigned to Somers Intermediate School campus; and

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety (“Department”), is willing to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

Section 1. The County shall assign one (1) regularly employed uniformed police officer to act as the SRO at the District’s Primrose Elementary School campus; one (1) regularly employed uniformed police officer to act as the SRO at the District’s Somers High School campus; one (1) regularly employed uniformed police officer to act as the SRO at the District’s Somers Middle School campus; and one (1) regularly employed uniformed police officer to act as the SRO at the District’s Somers Intermediate School campus (hereinafter collectively the “Schools”).

The functions of the SROs will be to work collaboratively with the District’s administration, teachers and counselors to assist in maintaining a safe and supportive learning environment. The responsibilities of the SROs will include, but shall not be limited to:

- providing valuable resources to school staff members,
- fostering positive relationships with youth,
- helping develop strategies to resolve problems affecting youth,
- protecting all students so that they can reach their fullest potentials,
- potential threat and behavioral issue monitoring and information sharing with school officials,
- providing active shooter/hostile event response,
- participating and providing guidance with school behavioral triage and threat assessment teams,
- assisting with school emergency management planning and multi-agency drill coordination,
- providing school and campus safety and security patrols,
- crisis intervention and response,
- counseling, mentoring and after hour wellness checks for at risk youth,
- participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects,
- supporting arrival and dismissal safety and traffic management,
- testifying in court, and at school related administrative hearings or proceedings, as needed, with respect to observations made or information acquired in connection with services performed pursuant to this Agreement; and
- investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department).

In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs are not permitted to question or interview a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

The SROs shall not participate in student searches conducted by a School. School officials may search a student based on reasonable suspicion. A law enforcement officer must meet a more stringent requirement of probable cause in order to justify a search and may also be required to first obtain a search warrant. If a SRO conducts or participates in a student search, the search may be invalidated for School purposes due to the heightened standard necessary for the search to be lawfully conducted. However, officers may conduct searches under circumstances where a search by law enforcement is permitted by law.

Under New York State law, the SROs **may not** serve as a School disciplinarian, may not administer discipline to students or be involved in the enforcement of School disciplinary infractions. The SROs shall not use police powers to address School discipline issues. All student discipline shall be solely under the auspices and jurisdiction of each District's school and District Administration.

The SROs will not have access to student educational records or data absent (a) an emergency necessitating disclosure to protect the health or safety of the student or other individuals, (b) a subpoena or court order compelling disclosure, (c) consent for the disclosure from the subject student if the student is 18 or older, (d) consent for disclosure from the subject student's parent or guardian, or (e) the disclosure benefitting the District and its students and the disclosure being limited to Directory Information as defined by the District in accordance with the Family Educational Rights Privacy Act ("FERPA") and the subject students, if 18 or older, or the parents/guardians of the subject students have not opted the subject

students out of Directory Information. If confidential student educational records or data are disclosed to the SROs, the SROs: (a) shall not disclose the student educational records or data to any third party, (b) shall maintain the confidentiality of the records and data in accordance with all applicable state and federal laws, including but not limited to FERPA and Section 2-d of the New York Education Law and (c) the County and the SROs shall not sell or release any personally identifying student information (“student PII”) obtained from the District for any commercial or marketing purpose (which is defined as the use or disclosure of student PII for purposes of receiving remuneration, whether directly or indirectly, for advertising purposes or to develop, improve or market products or services to students).

Section 2. The SROs shall be assigned to the Schools on a fulltime basis of eight (8) hours per day, on the days that the Schools are in session, with the following understandings:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School’s Main Office and Administrative Team throughout their tour.
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SROs and the Department complete and expedient access to the Schools.
- (c) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign an SRO from the Schools at any time in the event of an emergency, or for required training.
- (d) In the event that an SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if an SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel.
- (e) The Department has instructed the SROs to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (f) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as a SRO at one of the Schools for more than fifteen (15) cumulative school days, this Agreement may be terminated with respect to the School(s) for which the County has been unable to assign a SRO or may be terminated in its entirety by the District upon thirty (30) days’ notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period subsequent to the date of termination for the Schools for which the Agreement is terminated.
- (g) The SROs shall consult with and coordinate activities through each of the Schools’ principal or designee they have been assigned to.
- (h) The District will coordinate with the SROs and the Department to implement informational technology access for the SROs. The SROs shall have access to the Department’s Information Technology System.

The selection of officers for assignment to the District's Schools as SROs shall be the responsibility of the Commissioner of the Department or their designee ("Commissioner") and each selected officer shall be acceptable to the Principal of School to which officer will be assigned and the District's Superintendent of Schools. The Superintendent of Schools and/or the Principals of the Schools shall have the opportunity to meet with the SROs prior to commencing service. In the event the District's Superintendent of Schools or the Principal of the School to which the SRO is assigned determines that the particular SRO is not effectively performing the SRO's duties and responsibilities, they will inform the Commissioner of their concerns and may request a change in the assignment of the SRO. If, within a reasonable amount of time, the issue(s) with the SRO cannot be resolved, the Commissioner will reassign the SRO and a replacement will be obtained, subject to availability. The Commissioner may dismiss or reassign an SRO based upon the Department's Rules and Regulations and negotiated contracts and agreements. In such event, the Commissioner will replace the SRO.

Section 3. The SROs shall be assigned to the Schools only during any given school term, which shall be defined as the opening day of school in September through the last day of school in June of any given school year, in accordance with the District's annual school calendar (the "School Term"). This Agreement shall be for a term of five (5) years commencing on the first day of school in September, 2024 and continuing through the last day of school in June, 2029 (the "Term") and services shall be provided only during any given School Term.

Section 4. In consideration for the services rendered, the District shall pay the County as follows:

- (i) for the 2024/2025 School Term, a total amount of Six Hundred Seventy Thousand Six Hundred Seventy-Three (\$670,673.00) Dollars, payable in two installments of \$335,336.50 each;
- (ii) for the 2025/2026 School Term, a total amount of Six Hundred Eighty-Nine Thousand One Hundred Sixteen (\$689,116.00) Dollars, payable in two installments of \$344,558.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Seven Hundred Eight Thousand Sixty-Seven (\$708,067.00) Dollars, payable in two installments of \$354,033.50 each;
- (iv) for the 2027/2028 School Term, a total amount of Seven Hundred Twenty-Seven Thousand Five Hundred Thirty-Nine (\$727,539.00) Dollars, payable in two installments of \$363,769.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Seven Hundred Forty-Seven Thousand Five Hundred Forty-Six (\$747,546.00) Dollars, payable in two installments of \$373,773.00 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her routine duties under this Agreement. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with additional duties requested by the District beyond the eight (8) hours the officer is assigned to serve as SRO under this Agreement, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

Section 5. It is understood and agreed that at all times the SRO shall remain an employee of the Department and shall be under the overall supervision of the Commissioner and shall follow all policies and procedures of the Department. The District acknowledges that the SRO shall remain responsive to the chain of command of the Department.

Section 6. The District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", the District agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence or intentional acts of the County, its officers, employees and agents, the District shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the District or third parties under the direction or control of the District. In turn, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or intentional acts of the District, its officers, employees and agents, the County shall indemnify and hold harmless the District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the County's (including the School Resource Officers') performance or failure to perform hereunder. The indemnification obligations in this Section 6 shall survive the termination of this Agreement.
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance or failure to perform under this Agreement by the District or third parties under the direction or control of the District and to bear all other costs and expenses related thereto. In turn, the County shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of its (including the School Resource Officers') performance or failure to perform under this Agreement and to bear all other costs and expenses related thereto. The District understands and agrees that the County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. As such, in lieu of any insurance requirements the District may have, the District agrees to accept a letter from the County's Director of Risk Management confirming the County's self-insured status, in satisfaction of any

such insurance requirements. The defense and indemnification obligations in this Section 6 shall survive the termination of this Agreement.

Section 7. This Agreement may be terminated, in whole or in part, by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 8. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the District: Superintendent
Somers Central School District
P.O. Box 620
250 Route 202
Lincolndale, New York 10540

Section 9. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 10. 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. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

Section 11. The District and the County agree that the County and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the District or any department, agency or unit thereof. In accordance with their status as independent contractors, the County covenants and agrees that neither the County nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the District or any department, agency or unit thereof.

Section 12. Neither this Agreement, nor any right, duty or obligation of any party hereunder, may be assigned or delegated by any party, in whole or in part, without the prior written consent of the other party hereto.

Section 13. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 14. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 15. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Commissioner of Public Safety

SOMERS CENTRAL SCHOOL DISTRICT

By _____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No 2024-___ at a meeting duly held on the ____ day of _____, 2024.

Approved:

Sr. Assistant County Attorney
County of Westchester

Date

DISTRICT'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, before me personally came _____, to
me known, and known to me to be the _____ of _____
_____, the municipal corporation described in and which executed the within
instrument, who being by me duly sworn did depose and say that he/she, the said _____
_____ resides at _____ and that he/she is the
_____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of District)

(the "District") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the District was, at the time of execution _____ of
(Title of such person),

the District, that said agreement was duly signed for on behalf of said District by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2024, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____

resides at _____, and that
he/she is the _____ of said municipal corporation.

(Title)

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS

1. Prior to the commencement of this Agreement, and throughout the term of the Agreement, the District shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The District shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the District and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the District shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the District to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the District concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event of any loss, if the District maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The District shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) **Workers' Compensation and Employer's Liability.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) **Commercial General Liability Insurance** with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
- i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) **Commercial Umbrella/Excess Insurance:** \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
- (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.
- e) **Law Enforcement Liability/Police Liability insurance** - \$5,000,000 with the County listed as an additional insured to address potential liability exposures associated with officers carrying out their role.

3. All policies of the District shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the District.