

End. 10.3
July 7, 2011

**AGREEMENT BETWEEN VILLAGE OF HORSEHEADS AND
HORSEHEADS CENTRAL SCHOOL DISTRICT FOR
SCHOOL DISTRICT RESOURCE OFFICER PROGRAM
FOR PERIOD JULY 1, 2011 - JUNE 30, 2012**

THIS AGREEMENT made _____, 2011 by and between the VILLAGE OF HORSEHEADS, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 202 S. Main Street, Horseheads, New York 14845, hereinafter referred to as "Village", and HORSEHEADS CENTRAL SCHOOL DISTRICT #1, an educational corporation organized and existing under the laws of the State of New York having its principal offices at One Raider Lane, Horseheads, NY 14845, hereinafter referred to as "School".

WITNESSETH:

WHEREAS, the School is desirous of obtaining the services of a full-time school resource officer in an attempt to deter criminal behavior through positive interactions with students during school hours; and

WHEREAS, the Village, through its Police Department, is desirous of providing law enforcement and related services to the School at its High School; and

WHEREAS, the School and the Village recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of the Horseheads Central School District #1; and

WHEREAS, it is in the best interests of the School, the Village, and the citizens of the Horseheads Central School District #1 to establish this program; and

WHEREAS, the District will supply funding as provided herein to enable the Village to continue to supply a School Resource Officer/Community Resource Officer.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School and the Village hereby agree as follows:

1. TERM. The term of this contract shall be July 1, 2011 to June 30, 2012.

2. AMENDMENT OR TERMINATION. This contract may be amended at any time during the term hereof by mutual written agreement of the parties. This contract may be terminated at any time by either party upon the giving of 30 days written notice to the other party that it has failed to substantially perform in accordance with the terms and conditions of this contract; or without cause upon 30 days written notice. In the event this contract is terminated, compensation will be made to the Village for all services performed to the date of termination. The School shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of such termination.

3. SCOPE OF SCHOOL RESOURCE OFFICER PROGRAM. The School Resource Officer Program is designed to provide education, law enforcement and counseling to high school students. It is an attempt to deter criminal behavior through positive interactions with students during school hours. The School Resource Officer will work with the School community to promote a safe learning environment for all students.

4. RIGHTS AND DUTIES OF POLICE CHIEF. The Village of Horseheads Police Chief shall assign one (1) School Resource Officer (hereinafter referred to as "SRO") to the School as follows:
 - 4.1. The SRO shall be assigned to the Horseheads High School on a full-time basis. During the SRO's daily tour of duty, the SRO may be off-campus performing such tasks as may be required by his/her assignments.
 - 4.2. The SRO may be temporarily reassigned by the Police Chief or other officer in charge during periods of police emergency.
 - 4.3. Regular working hours may be adjusted on a situational basis with the consent of the Police Chief and the School Principal. These adjustments should be approved prior to the adjustment being required and should be to cover scheduled school-related activity requiring the presence of a law enforcement officer.
 - 4.4. The SRO will be off-campus for in-service and other training required.
 - 4.5. The SRO, if requested to work overtime hours by school administration for security, sporting events and other special projects, shall be paid by the School including materials, equipment and supplies or the SRO's schedule shall be temporarily

modified in a manner agreeable to the parties so as to eliminate the incurment of overtime.

- 4.6. During the School District's summer recess, the SRO will continue to be assigned to the School.
- 4.7. The Village shall be responsible for all of the operational costs of the SRO vehicle, including, but not limited to, maintenance, fuel and repairs.
- 4.8 The SRO shall provide services under the direction of the Police Chief or officer in charge in the absence of the Police Chief.

5. DUTIES OF SCHOOL RESOURCE OFFICERS. Instructional responsibility of the SRO at the School is as follows:

- 5.1 The SRO shall act as an educator, counselor and police officer.
- 5.2 The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the principal or member of the faculty.
- 5.3 The SRO shall make available to the School, faculty and students a variety of law related presentations.
- 5.4 The SRO shall coordinate all of his/her activities with the principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
- 5.5 The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.
- 5.6 The SRO shall encourage individual and small group discussions with students, based upon material presented in class to further establish rapport to the students.
- 5.7 The SRO shall make himself/herself available for conference with students, parents and faculty members in order to assist them with problems of law enforcement or crime

prevention nature.

- 5.8 The SRO shall become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff at the school.
- 5.9 The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during sponsored events.
- 5.10. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the School aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.
- 5.11. The SRO shall give assistance to other law enforcement officers in matters regarding his/her school assignment, whenever necessary.
- 5.12. The SRO may be assigned non-campus investigations relating to runaways that attend the school to which the SRO is assigned.
- 5.13 The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall make them available to the principal or superintendent upon request and to the Police Chief.
- 5.14. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The School Resource Officer is not to be used for regularly assigned lunchroom duties, hall monitoring, bus duties or other monitoring duties. If there is a problem in one of these areas, then the SRO may assist the School until the problem is solved.

6. RIGHTS AND DUTIES OF THE SCHOOL.

6.1. The School shall provide to the full-time SRO the following materials and facilities, which are deemed necessary for the performance of the SRO's duties:

6.1.1. Access to an air-conditioned and properly lighted private office which office shall contain a telephone which may be used for general business purposes.

6.1.2. A location for files and records which can be properly locked and secured.

6.1.3. A desk with drawers, a chair, work table, filing cabinet and office supplies.

6.1.4. Access to a computer and/or secretarial assistance.

7. FUNDING OF SCHOOL RESOURCE OFFICER PROGRAM. It is understood by the parties that the budgeted cost and expense of the program is \$88,000.00 for the period of July 1, 2011 to June 30, 2012. The School shall pay to the Village 50% (\$44,000.00) of the total cost.

8. PAYMENT. The School will be invoiced and shall pay to the Village on the first of every month the sum of \$3,666.67 as its share of funding for the program for the period July 1, 2011 through June 30, 2012.

9. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER. The School Resource Officer shall remain an employee of the Village and shall not be an employee of the School. The School and the Village acknowledge that the School Resource Officer shall remain responsive to the chain of command of the Village of Horseheads Police Chief.

10. APPOINTMENT OF SCHOOL RESOURCE OFFICERS. SRO applicants must meet the following requirements and be acceptable to the School:

10.1. The applicant preferably will be a volunteer for the position of School Resource Officer.

10.2. The applicant must be a full-time Police Officer or currently eligible for a full-time

appointment.

- 10.3. The applicant must possess appropriate job knowledge or be actively engaged in acquiring such knowledge, and must possess experience, training, education, appearance, attitude, communications skills and demeanor.

11. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICER.

- 11.1. In the event the principal of the School feels that the SRO is not effectively performing his/her duties and responsibilities, the principal may recommend to the Superintendent that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the School Superintendent shall advise the Village Police Chief of the principal's request.
- 11.2. If the Village Police Chief so desires, then the School Superintendent and Police Chief shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the School may be required to be present.
- 11.3. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the Police Chief, then the SRO shall be removed from the program at the School and a replacement shall be obtained.
- 11.4. The Police Chief may dismiss or reassign the SRO.
- 11.5. In the event of the resignation, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the Police Chief shall provide a temporary or permanent, as the case may be, replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment.

12. NOTICES. Any and all notices of any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Michael Barton, Police Chief
Village of Horseheads
202 S. Main Street
Horseheads, NY 14845

Ralph Marino, Superintendent
Horseheads Central School District #1
One Raider Lane
Horseheads, NY 14845

Walter J. Herbst, Village Manager
Village of Horseheads
202 S. Main Street
Horseheads, NY 14845

13. GOOD FAITH. The School, the Village, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the School Superintendent, Village Manager and the Police Chief or their designees.
14. MODIFICATION. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.
15. NON-ASSIGNMENT. The School shall not assign, transfer, sublet or otherwise dispose of this contract, or of its right, title or interest in this contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Village Manager of the Village of Horseheads. An assignment of this contract shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions herein shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the contract.
16. SEVERABILITY. In the event any provision of this contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
17. CONTRACT INTEREST. No officer or employee of the Village, who is authorized in such capacity and on behalf of the Village to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer or employee of, or for the Village, who is authorized in such capacity and on behalf of the Village to exercise any supervisory or administrative function in connection with this contract,

shall become directly or indirectly interested personally in this contract or in any part hereof.

18. VILLAGE LIABILITY. The Village agrees to indemnify and hold harmless the School, its agents and employees, against claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of, and resulting from, the acts or omissions of the Village and the SRO. Nothing herein shall be construed as creating a "special relationship," for purposes of modifying the general duty of Village to provide police protection.

19. SCHOOL LIABILITY/INSURANCE. The School agrees to indemnify and hold harmless the Village, its agents, officers and employees, against claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of, or resulting from, the acts or omissions of the School its officers and employees, and also arising out of or resulting from the performance of the work under this Agreement. The School agrees to procure and maintain at its sole cost and expense a general public liability policy with a single limit of not less than \$1,000,000. The Village shall be named thereon as an unrestricted additional insured. Said policy shall provide for a 30-day notice of consultation and shall state that the School's coverage shall be primary coverage to the Village both for defense and indemnification regardless of any other collectible insurance or any language in the policy to the contrary. The School shall indemnify the Village for any applicable deductibles.

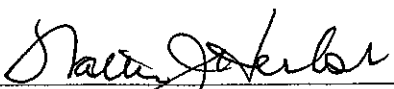
20. ENTIRE CONTRACT AND INCORPORATION. This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the matter of this contract, are hereby superseded, as executed by Village and School, is incorporated into this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective seals to be hereunto affixed by their duly authorized officers the day and year first above written.

HORSEHEADS SCHOOL DISTRICT #1

VILLAGE OF HORSEHEADS

By: _____
Ralph Marino, Supt.

By:  _____
Walter Herbst, Village Manager

STATE OF NEW YORK)
COUNTY OF CHEMUNG) SS.:

On this ____ day of _____, 2011, before me personally came Ralph Marino, to me known and known to me to be a representative of the Horseheads Central School District #1, and the person who executed the foregoing instrument in the name of the HORSEHEADS CENTRAL SCHOOL DISTRICT, and he duly acknowledged to me that he executed the same as and for the act of said firm.

Notary Public

STATE OF NEW YORK)
COUNTY OF CHEMUNG) SS.:

On this 14th day of June, 2011, before me personally came Walter Herbst, to me known and known to me to be the Village Manager of the Village of Horseheads, and the person who executed the foregoing instrument in the name of the VILLAGE OF HORSEHEADS, and he duly acknowledged to me that he executed the same as and for the act of said firm.

Rachel M. Baer
Notary Public

RACHEL M. BAER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN CHEMUNG COUNTY
NO. 01BA5026898
MY COMMISSION EXPIRES APRIL 25, 2014