

**2015-2016  
AGREEMENT TO PURCHASE SERVICES**

**THIS AGREEMENT** between the **COUNTY OF CHEMUNG** (hereinafter referred to as the "COUNTY"), a municipal corporation of the State of New York, having its principal office at 203 Lake Street in the City of Elmira, New York;

**-AND-**

The **CHEMUNG COUNTY SHERIFF'S OFFICE** (hereinafter referred to as "SHERIFF") with principal office located at 203 William Street, in the City of Elmira, New York;

**-AND**

The **HORSEHEADS CENTRAL SCHOOL DISTRICT** (hereinafter referred to as "DISTRICT", with its principal office at One Raider Lane in the Village of Horseheads, New York;

**WITNESSETH:**

**WHEREAS**, the County and the School District are "municipal corporations" of the State of New York as that term is defined in New York General Municipal Law Article 5-G, and are required by the Constitution and Laws of the State to employ persons in accordance with the New York Civil Service Law; and

**Whereas**, the Chemung County Civil Service Commission has created the new civil service title of Special Patrol Officer to serve primarily as armed, specially trained school resource officers, who shall have "peace officer" status; and

**Whereas**, The Board of Education of the Horseheads Central School District has the duty imposed by New York Education Law §2801-a to "adopt and amend a comprehensive district-wide school safety plan and building-level school safety plans regarding crisis intervention, emergency response and management," including developing "collaborative arrangements with state and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited."; and

**Whereas**, it is advisable that a program be implemented for enhancing the safety and security of the personnel and students in the Horseheads Central School District, specifically located at Horseheads High School, located at 401 Fletcher Street, Horseheads, New York; and

**WHEREAS**, the SHERIFF has the responsibility for general safety and the protection of persons in the COUNTY, and has the trained staff

to provide security and protection, including special patrol officers for school districts;

**NOW**, THEREFORE, it is mutually agreed between the parties hereto as follows:

### **SERVICES**

1. See Attachment "A"

1.1. The services provided hereunder are expressly understood by the parties to be consistent with general security at and for a municipal corporation, and nothing herein shall be construed as creating, or the COUNTY conferring, a "special duty" upon the school, its employees, students, volunteers, agents or other invitees. It is expressly understood that the COUNTY is not acting as insurer, or providing indemnification against incidents or injuries that may occur.

### **TERM OF AGREEMENT**

2. This Agreement shall commence **SEPTEMBER 8, 2015 through JUNE 24, 2016**.

### **TOTAL AMOUNT OF AGREEMENT**

3.1. The DISTRICT (Horseheads Central School District) shall reimburse the SHERIFF for services provided throughout the school year.

3.2. It should be noted that the DISTRICT will not be charged for security services when a Special Patrol Officer is not provided during summer vacation, Christmas/Winter Break and Spring Break. The SHERIFF shall conform to the usual procedures for billing the DISTRICT on a quarterly basis.

3.3. The current hourly wage of the Special Patrol Officers presently assigned to the aforementioned school is as follows:

Horseheads High School: Special Patrol Officer - \$19.72/hr.

(It should be noted that the Horseheads Central School District will be responsible for any increases in fringe benefits, which include FICA, Unemployment Insurance, Disability and Workers Compensation. The fee for uniforms and vehicle allowance will also be reviewed on yearly basis and any increases would be the responsibility of the District.)

4. The parties hereto mutually agree that the information exchanged in the performance of this Agreement will be confidential and will be used only for purposes intended and that appropriate measures have been and will continue to be taken to safeguard the confidentiality of such information to the extent required by applicable State and Federal laws and regulations.

5. Any party to this Agreement may terminate the same on the giving of thirty (30) days written notice to the other parties without cause, and may immediately terminate said Agreement for cause.

**IN WITNESS WHEREOF**, the parties hereto have hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**By: THOMAS J. SANTULLI**  
**COUNTY EXECUTIVE**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**By: CHRISTOPHER MOSS**  
**CHEMUNG COUNTY SHERIFF**

**HORSEHEADS CENTRAL SCHOOL DISTRICT**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**By: DR. THOMAS J. DOUGLAS**  
**SUPERINTENDENT**

## **ATTACHMENT "A"**

### **PROGRAM DESCRIPTIONS**

#### **A. Special Patrol Officer**

1. A full-time Special Patrol Officer will be assigned to Horseheads High School. Special Patrol Officers ("SPO") are not Deputy Sheriffs. This officer will be a visible role model and will provide opportunities for positive interaction between youth and law enforcement. The officer will be armed and will appear in full SPO duty uniform each school day unless otherwise approved by the Sheriff or his/her designee. The Special Patrol Officer assigned to this job will work non-traditional hours as necessary to promote interaction with children, faculty and parents at after school functions, community activities and on a one to one basis as required.
2. The Chemung County Sheriff's Office agrees to assign a Special Patrol Officer to the School Resource Officer Program. This officer will be present at all times the school is in session in which the Sheriff's Office is being reimbursed for services.
3. The Special Patrol Officer assigned will remain an employee of the Chemung County Sheriff's Office for all purposes including Workers' Compensation, retirement, supervision, training and assignment of duties.
4. The Special Patrol Officer will attend all training required to maintain necessary certifications for law enforcement, as well as training specific to the role of School Resource Officer. This training will include, but is not limited to, de-escalation techniques used by school district staff, state sponsored school safety officer training (basic and advanced) and training related to community-wide planning. The Special Patrol Officer will also be responsible for some type of preventative programming which will be approved by the DISTRICT and the SHERIFF.