

INTERMUNICIPAL AGREEMENT FOR
POLICE SECURITY SERVICES
(New Paltz Central School District)

THIS AGREEMENT is made as of the 17 day of August, 2022 by and between the TOWN OF NEW PALTZ, a governmental subdivision of the State of New York, maintaining its offices at 52 Clearwater Rd, PO Box 550 New Paltz New York 12561, hereinafter referred to as the "Town;" and NEW PALTZ CENTRAL SCHOOL DISTRICT, a governmental subdivision maintaining its offices at 196 Main Street New Paltz New York 12561, hereinafter referred to as the "School District."

WHEREAS, the Town has and maintains a New Paltz Police Department (here referred to as the "Department"); and

WHEREAS, among its purposes and obligations, part of the Department's mission is to protect and to serve the health, safety and welfare of the community and to create and maintain a feeling of security within the community of New Paltz; and

WHEREAS, the School District desires the presence of a police officer at particular school sponsored events for the purpose of providing security for the benefit of its administration, employees, students and the community at large; and

WHEREAS, the Town and the School District are entitled to enter into intermunicipal agreements for the purpose of furthering such purposes and to enter into agreements for compensation to defray the costs of such services; and

WHEREAS, the School District desires to enter into such an agreement for such services to be provided by the New Paltz Police Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. **SERVICES PROVIDED BY THE DEPARTMENT.** The Department shall furnish one or two uniformed officer(s), for purposes of providing safety and security at each of the school district events set forth on the attached "Schedule A" and as requested by the District. The precise "start time" and location at which such detail is to be present to be coordinated between the Department and the School District throughout the term of this agreement.

(a) If required by the School District, the officer assigned shall sign-in and sign-out at such location as the School District shall designate for such purpose.

2. **AUTHORITY OF PERSONNEL.** The police officer for each detail shall at all times be under the exclusive authority and control of the Department, subject to direction by the School District administrators with respect to such matters as location, insuring compliance with School District policies, etc.

3. **INDEMNIFICATION.** A. The School District agrees to hold the Town and the New Paltz Police Department harmless from and indemnified against any and all liabilities, injuries and/or damages sustained, in whole or in part, as the result of any negligent acts or omissions of the School District, its agents, servants, employees, invitees and students committed at any time during which the Department is acting in the performance of its duties pursuant to this agreement.

B. The Town agrees to hold the School District harmless from and indemnified against any and all liabilities, injuries and/or damages sustained, in whole or in part, as the result of any negligent acts or omissions of the Department and of its officers committed at any time during which the Department is acting in the performance of its duties pursuant to the agreement.

4. **BILLING SERVICES.** The Town authorizes the Department to maintain an efficient process for keeping records of its services rendered in the performance of the Agreement and to provide to the School District statements for the charges to be reimbursed to the Town, payment for which shall be promptly made.

5. **COMPENSATION FOR SERVICES.** Subject to the further terms and provisions of this paragraph, the School District shall compensate the Town for each hour of officer service at that officer's regular rate with benefits, plus an additional 9.4% overhead charge on the total billing statement rendered.

(a) There shall be three (3) hour minimum charge for each scheduled event;

(b) Service for each scheduled event may be canceled at the option of the School District provided, however, that compensation shall be payable for each cancellation unless notice of cancellation is given by the School District to the Department in person or by telephone at least two (2) hours prior to the start time of the event for which service has been canceled;

(c) If for any reason service is canceled after the start time of an event, compensation shall be payable for the officer's actual service time or for the three (3) hour minimum charge referred to above, whichever is greater.

6. TERM. The agreement shall be for the period commonly referred to as the School District's 2022-2023 academic school year, unless sooner terminated pursuant to the terms and provisions of this Agreement.

7. NO ASSIGNMENT. Neither party may assign this Agreement nor shall either party assign any of its obligations to perform hereunder, it being the understanding and agreement between the parties that this Agreement and the services and other obligations to be performed hereunder constitute a contract with the municipal government for specialized services.

8. NOTICES. Except as set forth in paragraph 5(b), any notices required to be given to parties pursuant to the Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed, in the case of the Town, to the Chief of Police of the New Paltz Police Department and to the Supervisor of the Town of New Paltz, and, in the case of the School District, to the office of the Superintendent, at the addresses set forth at the beginning of this Agreement.

9. EARLY TERMINATION. In the event that the parties shall have problems or disagreement with respect to the services to be performed pursuant to the Agreement, the parties agree that they shall undertake reasonable efforts to bring such difficulty to the attention of the other and to compromise such difficulties between themselves and/or in conference with their respective attorney and, in the event that the parties cannot reach a satisfactory compromise or resolution, then it is represented and agreed that each party to the Agreement has reserved the right to terminate this Agreement upon not less than thirty (30) days written notice to the other party and, upon the giving of such notice, the date set forth in such notice shall be deemed to be the termination date.

(a) Nothing in the foregoing Agreement shall be deemed to limit, restrict or otherwise impair the obligations which the respective parties have to the persons and/or property within the governmental units which they serve and, consistent with such representation, each of the parties shall be entitled to terminate this Agreement

immediately in the event that its performance adversely affects the public health, safety and/or welfare.

10. COMPLIANCE WITH LAWS. This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the New Paltz Police Department and shall be governed by the laws of the State of New York.

11. INVALIDITY OF PROVISION. If any provision of the Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

12. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or any authorized representative of each party.

13. HEADINGS. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be approved by their respective governing bodies as of the date and year first above written.

TOWN OF NEW PALTZ

By: 

NEW PALTZ CENTRAL SCHOOL DISTRICT

By: 

The foregoing Agreement was approved by the Town Board of the Town of New Paltz on September 1, 2022, and by Dr. Bernard Josefsberg, Superintendent (or designee) for the New Paltz Central School District on August 17, 2022.

MEMORANDUM OF UNDERSTANDING

AGREEMENT BETWEEN the NEW PALTZ CENTRAL SCHOOL DISTRICT (hereinafter referred to as ("School District")) and the TOWN OF NEW PALTZ (hereinafter referred to as "The Town") (together referred to as the "Parties"); and

WHEREAS, the Town and the School District have an Agreement for the provision of police security services at school events, dated August 17, 2022; and

WHEREAS New York State Education Law §2801-a (10), as amended effective July 1, 2019, requires that the roles and areas of responsibility of school personnel, security personnel and law enforcement be defined and requires that the role of school discipline be clearly delegated to the school administration;

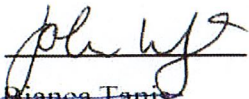
NOW, THEREFORE, it is mutually agreed by and between the parties that:

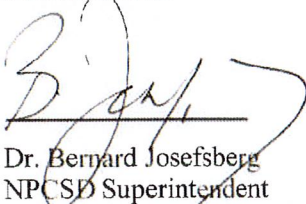
1. This Memorandum of Understanding ("MOU") shall be an Addendum to the August 2022 Agreement by and between the Parties and shall modify and supersede any provision of the Parties' Agreement which is inconsistent.
2. The roles and areas of responsibility of the police officers shall be as defined by the August 2022 Agreement for the 2022-2023 school year.
3. The rights, responsibilities and expectations for behavior of students, staff and visitors/members of the public while at School District events are set forth in the District's Code of Conduct, which is incorporated by reference in this MOU. The Town shall be cognizant of such rights, responsibilities and expectations in providing contracted security services to the School District and shall act in accordance with the District's Code of Conduct.
4. The role of school discipline is expressly delegated and reserved to the School District and School administration who shall administer school discipline in accordance with the District-wide Safety Plan and the District's Code of Conduct.
5. The Agreement between the Town and the School District for the 2022-2023 school year together with this MOU shall be incorporated into and published as part of the District's District-wide Safety Plan for the 2022-2023 school year.
6. It is expressly understood that this Agreement shall not be assigned or transferred without the prior written consent of the other party.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provisions(s) eliminated.

8. The Agreement constitutes the complete and exclusive statement of understanding between the Parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the Parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an Amendment, in writing, signed by authorized representative of both Parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both Parties.
11. All Parties agree to abide by any and all applicable Federal, State, and/or local laws in connection with the performance of its obligations pursuant to the Agreement.

Signed  Date 9/2/22

Neil Bettez
Town Supervisor

Signed  Date 8/17/22
Johanna Herget ~~Dianea Tams~~,
BOE President

Signed  Date 8/17/22
Dr. Bernard Josefsberg
NPCSD Superintendent