

RESOLUTION NO. 2015243

RE: AUTHORIZING AGREEMENTS FOR THE PROVISION OF  
ADDITIONAL POLICE PROTECTION SERVICES BY  
THE DUTCHESS COUNTY SHERIFF TO SCHOOL DISTRICTS

Legislators ROMAN, ROLISON, FLESLAND, BOLNER, SAGLIANO, WEISS, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and school districts to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, General Municipal Law Section 119 defines "municipal corporations" as a town or fire district or school district, among other things, and

WHEREAS, pursuant to General Municipal Law Section 119-o, school districts may request additional police services which are more intensive than usually and normally supplied by the Dutchess County Sheriff and involve a greater County outlay in money, personnel and equipment, and

WHEREAS, pursuant to General Municipal Law Section 119-o and Section 209-m, the County may be reimbursed by the requesting school districts for the cost of such additional police services provided by the Sheriff, and

WHEREAS, several municipal corporations, school districts and a fire district within the County require additional police services and have requested the Sheriff to provide such services, and

WHEREAS, the provision of such additional police services will be more intensive than is usually and normally supplied by the Sheriff and will involve a greater County outlay in money, personnel and equipment, and

WHEREAS, the attached agreement is proposed to be used for school districts requesting such services, and sets forth the terms and conditions for such additional police services and reimbursement therefore, and

WHEREAS, it is necessary for the Legislature to approve such school districts agreement and to authorize the County Executive or his designee to execute the above agreements, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed school districts agreement so that the Sheriff can provide additional police protection services to those school districts that require such services and authorizes the County Executive or his designee to execute such agreements in substantially the same form as attached hereto.

CA-151-15  
CRC/kvh/G-0224  
9/15/2015

Fiscal Impact: None. County to be reimbursed actual expenses.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>TH</sup> day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of October 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS *(To be completed by requesting department)*

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds *(check one)*:  Existing Appropriations,  Contingency,  
 Transfer of Existing Appropriations,  Additional Appropriations,  Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

This resolution is to authorize agreements that represent a continuation of service to school districts. The cost of these services is billed back to the school district and the program as a whole is provided at no cost to the county. The appropriations and revenue associated with these contracts is included in the budget.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 9/9/2015

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and XXXXXXXXXXXXXXX, a municipal corporation, whose address is XXXXXXXXXXXXXXX (hereinafter referred to as the "SCHOOL DISTRICT") and **ADRIAN H. ANDERSON, the SHERIFF OF THE COUNTY OF DUTCHESS**, with offices at 150 North Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

### *WITNESSETH:*

WHEREAS, the School District has requested that the County of Dutchess authorize the Sheriff of Dutchess County to provide extra police services, over and above the police protection budgeted and allocated for the School District, and

WHEREAS, the School District understands that such police service may require the appointment of Deputy Sheriffs on an overtime basis and must comply with the Fair Labor Standards Act and the current Agreement between the County of Dutchess, the Dutchess County Sheriff and the Deputy Sheriff's P.B.A., Inc., and be subject to the further condition that Deputy Sheriffs are available for the overtime employment as the School District schedules with the Sheriff, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as town or fire district or School District, among other things, and

WHEREAS, the School District agrees to pay the cost set forth in the administrative fee schedule attached hereto and made a part hereof in connection with the provision of the additional police protection services, and

WHEREAS, the Dutchess County Legislature has approved Agreements of this nature by Resolution No. \_\_\_\_\_, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County and the Sheriff agree to furnish police protection services including personnel, equipment and supplies in excess of that which is usually and normally furnished by the Sheriff's Office to the School District, as follows:

- (a) The Sheriff and the School District shall arrange for the additional police protection to be provided to the School District by the Sheriff. The School District shall give the Sheriff one week's advance notice of any change to the dates and times it seeks the additional police protection. The Sheriff shall designate an individual from his department and the School District shall designate a representative to make or receive the requests for additional police protection or to confer upon matters concerning the delivery of such services.
- (b) The Sheriff shall provide sufficient Deputy Sheriffs and patrol cars to patrol the School District during the scheduled hours, which shall constitute the additional protection. The Sheriff, in his sole discretion, shall determine the number of personnel, equipment and supplies necessary to provide the additional police protection requested. In the event the School District seeks additional protection not previously scheduled, the District shall so notify the Sheriff as set forth in paragraph "1(a)." In the event the Sheriff is unable to provide the additional police protection requested and/or scheduled by the School District, the Sheriff shall so notify the School District.
- (c) The Sheriff shall provide additional police protection within the boundaries of the School District during scheduled hours. Only emergencies (as determined by the Sheriff's Department), the pursuit of a violator or the processing of persons arrested will result in an officer being outside the School District during scheduled hours. The School District shall be credited for any time when a scheduled Deputy Sheriff is required to leave the School District to assist in an emergency unrelated to the police services provided to the School District.
- (d) The Sheriff shall enforce State statutes and local laws.
- (e) The planning, organization, scheduling, direction and supervision of the Sheriff's personnel and all other matters incident to the delivery of additional police protection to the School District shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the School District.
- (f) Any conflict between the School District and the Sheriff regarding the extent or manner of performance of additional police protection delivered to the School District shall be resolved by the Sheriff, whose decision shall be final and conclusive.
- (g) It is understood that this additional coverage will in no way diminish the regular patrols customarily provided outside this contract for the School District by the Sheriff's Department.

## 2. EQUIPMENT AND FACILITIES.

- (a) Except as otherwise stipulated, the County and the Sheriff shall furnish all personnel, equipment and supplies required to provide additional police protection to the School District.
- (b) The County and the School District shall retain title to the property each may require to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

3. TERM OF AGREEMENT. This Agreement shall be effective xx xx, 20xx and shall terminate on xx xx, 20xx, unless otherwise terminated as set forth herein.

4. PAYMENT. As full and complete consideration for the services so rendered, the School District shall pay a total sum not to exceed xx THOUSAND and 00/100 (\$xx,000.00) DOLLARS, per the attached 2015 Administrative Fee Schedule.

5. LIABILITY.

- (a) County: The County shall assume liability for, defend against, and secure the School District from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the Sheriff and arising out of the performance of this Agreement. The County maintains general liability and police professional insurance and shall name the School District as additional insured on such policies for the services provided under this Agreement.
- (b) School District: The School District shall assume liability for, defend against, and exempt the County and the Sheriff from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the School District, its employees, servants or agents.

6. PERSONNEL.

- (a) Employee Status: For purposes of this Agreement only, all persons employed by the Sheriff in providing additional police protection services to the School District shall be County officers or employees, and they shall not have any benefit, status or right of School District employment.
- (b) Payment: The School District shall not be liable for the direct payments of salaries, wages or other compensation to County officers or employees providing additional police protection services to the School District under this Agreement.
- (c) Indemnity: All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder.

7. RETENTION OF RECORDS. The School District agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.

8. NON-ASSIGNMENT. (a) This Agreement may not be assigned by the School District nor his right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

(b) An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions hereof 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 Agreement.

9. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the School District of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the School District of termination with cause.

In the event of termination with or without cause, the School District shall deliver to the County any records generated by the County and left in the custody care and control of the School District, and any materials and equipment in the custody or control of the School District pertaining to the Agreement. Such termination shall not give rise to any cause of action against the County for damages, expenses or other remuneration of any kind.

10. EXECUTORY. The Dutchess County fiscal year begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

11. EXTENSION. This contract may be extended without further legislation consideration for additional periods of one year each, not to exceed a total of five (5) one year extensions. Extension(s) shall be in substantially the same form as that contained herein. Operational terms and conditions may be renegotiated for each one year extension.

12. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

DUTCHESS COUNTY SHERIFF  
150 North Hamilton Street  
Poughkeepsie, NY 12601

SCHOOL DISTRICT  
address  
<<City>>, <<State>> <<Zip>>

13. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

14. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

15. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), School District hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. School District must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. School District will have thirty (30) calendar days after service is complete in which to respond.

18. NOTICE OF INTENT TO SUE. (a) School District agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, School District shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which School District believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the School District, of the County's choice, as to any matter arising under this agreement within the 90 day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.



19. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

21. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

22. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the School District at the address indicated in the introductory paragraph of this Agreement.

23. ENFORCEMENT EXPENSES. School District shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement.

24. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

25. CONFIDENTIALITY. The School District shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

26. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

\_\_\_\_\_  
County Attorney's Office

BY: \_\_\_\_\_  
Marcus J. Molinaro  
County Executive

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Dutchess County Sheriff

SCHOOL DISTRICT

BY: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**DUTCHESS COUNTY SHERIFF'S OFFICE**  
**150 North Hamilton Street**  
**Poughkeepsie, New York**



**2015 Administrative Fee Schedule**

<b>Hourly Rate Schedule 2015</b>			
	Annual		
	Salary	Hr Rate	Hr OT Rate
Deputy Sheriff PT		<b>21.97</b>	
Deputy Sheriff			
Entry Level	55946		<b>40.191</b>
Sr Member	99448		<b>71.44</b>
Administrative Fees	<b>4.21</b>	per hour billed	
Mileage	<b>0.75</b>	per mile if car is required	
<b>Fringe Benefits</b> Charged in addition to Hourly Rates			
Retirement	<b>20.7%</b>		
FICA	<b>7.65%</b>		

This fee schedule is an estimate. Range is from Part time member hourly rate \$21.97 to Senior member overtime rate.

Municipality will pay actual cost of member assigned plus fringe.