

**SCHOOL RESOURCES OFFICER AGREEMENT
BETWEEN
WAYNE COUNTY SHERIFF'S OFFICE AND SODUS CENTRAL SCHOOL DISTRICT**

January 1, 2020 – December 31, 2020

THIS AGREEMENT is entered into between **Sodus Central School District** [the District] P.O. Box 220, Sodus, New York 14551 and the **Wayne County Sheriff's Office** [WCSO] 7376 Suite 1000, Route 31, Lyons, New York 14489.

WHEREAS, Article 5-G of the New York State's General Municipal Law ("GML"), provides the authority for "municipal corporations" to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and Wayne County are both "municipal corporations" as that term is defined by GML §119-n (a); and

WHEREAS, the School District and Wayne County have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of an officer of the Wayne County Sheriff's Office to serve as School Resource Officer in the School District;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. General Terms and Conditions

The County and School District enter into this School Resource Officer Agreement for the purpose of placing a Wayne County Deputy Sheriff on site at the School District to serve as School Resource Officer ("SRO").

The SRO assignment is primarily a daytime assignment, Monday through Friday, eight (8) hours per day; however the SRO's hours may "flex" depending on activities at the schools. The County will assign the SRO to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein, for a period not to exceed forty (40) hours per week.

The work site to which an SRO is assigned shall include the grounds and any associated buildings on the district properties.

The County agrees that services rendered under this Agreement will be in compliance with applicable federal, state, or local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.

2. Mission Statement

It is essential that the Wayne County Sheriff's Office members, the Deputy Sheriff School Resource Officer and the SODUS School District employees and students remember that in the execution of their tasks, duties and functions act for the good of the school, the community and public. They shall respect and protect the rights of individuals and perform their work and services with honesty, zeal, courage, discretion, fidelity and sound judgment.

3. Description of General Duties

A. Duties of the School Resource Officer

Duties of the SRO, described with more specificity in Section 6, below, will include, but not be limited to:

- Instruct students in grades 6 and 8 health classes in conflict resolution, crime awareness, and anger management;
- Present a minimum of five educational programs (i.e. technology and crime, drug related behaviors, crime awareness) annually to school employees, parents, and school board members; Provide a police presence in the School District in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors

- Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:
 - Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies.
 - Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
- Build relationships by being a liaison between the WCSO and the District and act as liaison with police and other emergency personnel;
- Present evaluations regarding crime and disorder problems and gang and drug activities occurring in and around the school
- Advise the District's administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property
- Assist the schools with security concerns and recommend changes to enhance security;
- Assist in preparation of response plans and respond to criminal activity in and around the school (as per the Safe Schools Against Violence in Education Act);

- Assist the District in meeting requirements mandated by New York State Law;
- Attend monthly management team meetings.
- When feasible and requested to do so by District's officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds;
- Question any individual not having appropriate identification to ascertain his/her status;
- The SRO shall not enforce school rules or policies or act as a school disciplinarian. Matters of school discipline shall be referred to the appropriate building principal.
- The SRO shall not detain or question students about their immigration status.

B. Duties of the WCSO

The WCSO will:

- Ensure that the SRO spends an adequate period of time at the District in order to accomplish all assigned duties. However, said work week of the SRO shall not exceed 40 hours per week;
- Maintain open lines of communication with the assigned staff member designated as the School Representative for the School Resource Officer Program to facilitate coordination of services;
- Attend monthly meetings with the Superintendent of the **Sodus** School to monitor the efficacy of the SRO Program;
- Cooperate with the District to implement and run the SRO Program with the least possible disruption to the educational process.

WCSO will comply with all applicable requirements regarding the confidentiality of student records, including the Family Educational Rights and Privacy Act and the regulations of the United States Department of Education.

The Wayne County Sheriff's Office SRO will share relevant information about school safety issues with the District, including but not limited to:

- The SRO monthly activity log;
- The completed **Sodus** School District CSD SS/HS Program Documentation System – a monthly electronic log form to chronicle the types, frequency, staffing, and participants in prevention and intervention evidence-based programs;
- Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse;
- Any information pertinent to school safety and/or safety of individuals on school property.

C. Duties of the School District

The **Sodus** School District will:

- Assign a staff designee as the School Representative for the School Resource Officer Program;

- To the extent permitted by law and/or School District policy, provide the SRO with full access to the school facilities, personnel, and students;
- Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SRO in the District;
- Provide time and appropriate space for the SRO to conduct approved staff, student, and parent training;
- Provide office space for the SRO and adequate space to store instructional materials and perform necessary tasks directly related to the SRO program;
- Provide the SRO with the District-wide safety plan, all building-level safety plans, and the District Code of Conduct.
- The School District acknowledges that the SRO may be required to attend during the school day, at the direction of the WCSO, emergencies, special needs and training functions deemed necessary by the WCSO

The District will share relevant information about school safety issues with the SRO including, but not limited to:

- Disciplinary policies including suspension/expulsion procedures; and
- Uniform violent incident reports in accordance with New York State Education Law, Safe Schools Against Violence in Education Act
- Any information pertinent to school safety and/or safety of individuals on school property.

D. Desired Outcomes

Desired outcomes of this program include:

- Providing a police presence in partner schools to enhance school safety;
- Increasing the level of comfort students feel around law enforcement officers so they are willing to report incidents of sexual abuse, substance abuse, and acts/threats that endanger district students, employees, or property;
- Increase students awareness about crime prevention, Internet safety, conflict resolution, violence prevention, restorative justice, and peer mediation;
- Increase staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;
- Reduction of substance abuse through education programs.
- Overall school safety for school staff, students and individuals on school property.

4. County and Sheriff's Office as Independent Contractor

The County shall be providing services to the School District as an independent contractor, and any and all services performed by the County and its employees or agents under this Agreement shall be performed in such capacity. None of the County's employees, consultants, or agents shall hold him/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage,

unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The County shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the County's acts or omissions.

It is agreed by the County and the School District that neither federal, state nor local income taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the School District on behalf of any County employee, consultant, or agent. Said withholding and/or payments are to be made by the County in compliance with all federal, state, and local laws, rules or regulations. The County agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the County or its relationship with the School District. The County further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments.

The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the County or its agents perform services under this Agreement except as provided herein and as required by federal, state; or local laws, rules, and regulations.

These provisions shall survive any expiration, termination, or non-renewal of this Agreement.

5. Supervision Responsibility and Chain of Command

A. The SRO assigned to the School District is under the direct supervision of the command officers of the Wayne County Sheriff's Office, generally a lieutenant of the WCSO and will be accountable for his/her actions to the WCSO. The SRO will coordinate his/her activities with the District Superintendent or his/her designee.

B. The SRO assigned to the School District shall comply with Written Directives for School Resources Officers issued by the Wayne County Sheriff's Office, as such Directives may be in force or implemented during the term of this Agreement. A copy any such Written Directives shall be furnished by the Wayne County Sheriff's Office to the SRO assigned to the School District.

C. The SRO will be armed and in uniform.

6. Specific Duties of School Resource Officer (SRO)

In addition to any other duties set forth in this Agreement, the SRO assigned to the School District shall provide services that meet the program objectives, including, but necessarily limited to the following:

- Patrol and observe all areas of the school building(s) and grounds;
- Be visible and available to the students, faculty, and administration;
- Keep the peace and help maintain a safe and orderly school community;
- Develop and maintain a positive and open relationship with students, administrators, faculty and parents;
- Present timely and relevant educational programs to students;
- Present educational programs to school employees, parents and school board members;
- Build relationships by being a liaison between the Wayne County Sheriff's Office and the School District;
- Survey the needs of schools and address crime and disorder problems and drug activities affecting or occurring in or around the School District's school(s);
- Assist schools with security concerns and identify physical changes in the environment that may reduce crime in or around the school;
- Develop or expand crime prevention efforts for students;
- Educate potential school-age victims in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Investigate reports of crimes, offenses, and infractions of law and issues of safety for students, staff, and the public in a manner which does not infringe upon any constitutional rights or protections;
- Abide by School District policies except to the extent such policies conflict with the Officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger;
- At the request of the Superintendent of Schools or his/her designee, observe any administrative searches on school grounds which could affect the safety of students or staff involved;
- Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall adhere to County Sheriff's policy, School District policy, and legal requirements with regard to such interviews;
- Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution;
- Maintain confidentiality of any personal information or records obtained, and shall not disclose the information except as provided by law or court order;
- Assist in developing school policy that addresses crime, safety issues and recommend procedural change where appropriate;

- Assist schools in meeting requirements mandated by New York State Law and school safety plan;
- Take appropriate law enforcement action with regard to any criminal activities that he/she observes or that are reported directly to him/her in accordance with New York State Law and Regulations and WCSO rules and policies he/she observes or are reported directly to him/her.
- Investigate other emergency situations and summon aid and assistance as needed (e.g., fire department, ambulance, etc.);
- Attend after school activities that are open to all students such as sports games, dances, etc., if requested by the School Principal or Superintendent, as may be agreed by the WCSO. This applies only to activities held on the assigned campus with the exception of offsite school sponsored events;
- Comply with all Federal, State, and local civil rights statutes prohibiting discrimination based upon any protected class, including but not limited to race, color, national origin, language status, disability, religion, and sex discrimination;
- Comply with all other Written Directives for School Resource Officers prepared by the Wayne County Sheriff's Office which shall be furnished by the WCSO to the SRO assigned to the School District; and
- Perform other duties which will promote the goals of the Program and which are mutually agreed upon by the School District and the County.

7. Searches and Seizure Procedures.

a. The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to search in cases where the SRO has sufficient legal cause to believe that a student or staff member is armed. The SRO will not be considered an agent of the School District when conducting searches in which evidence for prosecution may be obtained.

b. The procedural safeguards set forth in paragraph above shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent of Schools or a building administrator may conduct an administrative search and the SRO may observe on the School District's behalf.

8. Compliance with Law and Access to Records

Notwithstanding any other provision of this Agreement, any assigned officers shall comply with all applicable federal, state and local law, rule and regulation, including, without limitation, those relating to the confidentiality of student records; and shall comply with all applicable District policies, rules and regulations.

The WCSO will comply with all applicable provisions of state and federal law pertaining to the storage, maintenance, dissemination and administration of information

governed by this Agreement, including but not limited to the requirements regarding the confidentiality of student/teacher/principal data/records (hereinafter such data and records are referred to as, "Confidential Educational Information") that may be received from the District. The WCSO agrees to comply with any applicable provisions of Sections 2-c and 2-d of the New York State Education Law (hereinafter, "2-d") any rules and regulations of the New York State Education Department issued thereunder, and the District's parents' bill of rights including any amendments to any of these, the terms of which are incorporated herein by reference to the extent required by law. The WCSO will use, store, and disseminate Confidential Educational Information only as authorized herein, and will ensure that any third party that receives Confidential Educational Information from the WCSO will comply with all restrictions pertaining to the use, storage, and dissemination of Confidential Educational Information that apply to the WCSO pursuant to this agreement. Challenges to the accuracy of Confidential Educational Information applicable to such information in the possession of an "Educational Agency," as defined in the 2-d, as may otherwise be provided for by FERPA and/or 2-d, shall not be applicable to Confidential Educational Information provided to the WCSO by the District, unless otherwise required by law. The WCSO shall provide all notifications required by 2-d in accordance with 2-d in the event of an unauthorized release of Confidential Educational Information. The WCSO shall ensure that staff provided access to Confidential Educational Information are appropriately trained and qualified to facilitate compliance with 2-d in regard to Confidential Educational Information. Any changes or amendments to the agreement herein shall comply with the requirements of 2-d. Upon the expiration or termination of the agreement herein between the District and the WCSO, Confidential Educational Information will be retained, returned to the District, and/or shall be disposed of, in accordance with 2-d.

9 Qualifications, Fingerprinting & Reassignment of School Resource Officer(s).

A. Qualifications. All individuals performing services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. The SRO shall meet the following qualifications:

- Be a certified law enforcement officer by the State of New York.
- Have excellent communication skills.
- Be able to relate well to children of all ages.
- Possess good coordinating and planning skills.
- Be trained in compliance with the terms of this Agreement.

B. Fingerprinting. The County agrees to cooperate with the School District to have any individuals providing services who will have a direct contact with students on School District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. This may include,

but is not limited, to completing paperwork and filing such paperwork with an appropriate agency, *e.g.*, BOCES, for the purpose of submitting fingerprints for criminal clearance. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The County shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

C. Reassignment or Replacement of School Resource Officer

- a. In the event that the Superintendent of Schools and/or the Sheriff determine that the work of the SRO is unsatisfactory to either or both, then in that event the Superintendent and the Sheriff shall meet to seek agreement or corrective action.
- b. The SRO is the employee of, and subject to the supervision of the Wayne County Sheriff's Office, but the parties recognize the right of the Board of Education or the Superintendent of Schools to manage and control school premises. If the Superintendent of Schools and the Sheriff are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO's assignment at the school district.
- c. The Superintendent of Schools and the Sheriff shall thereafter meet to determine if a replacement SRO can be assigned to the school district together with modification of the terms of employment and supervision if appropriate.
- d. Irrespective of the above provisions, the **Sodus** Central School District and Wayne County Sheriff's Office pursuant to their respective policies, rules and regulations, may terminate the SRO's assignment to the District when either or both Boards believe the same is in the best interest of the Newark Central School District and Wayne County Sheriff's Office.
- e. In the event of the resignation, dismissal or reassignment of the SRO, or in case of long-term absences by the SRO, the Wayne County Sheriff's Office with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the Wayne County Sheriff's Office and the School District shall find a suitable, permanent replacement for the School Resource Officer.

10. Evaluation of the Program

The District and the Wayne County Sheriff's Office will jointly provide evaluations of the SRO in an efficient and timely manner. Evaluation by students, school staff, school administrators, community members, the Deputy SRO and Sheriff's Office administration will develop a Local Evaluation Team to ensure that objective evaluation criteria are used.

11. Term

The initial term of this Contract begins on January 1, 2020 through December 31, 2020, unless terminated earlier by the parties as provided in Section 14 TERMINATION. The Contract may be extended annually by mutual written consent of the parties. Any such extension shall include a listing of costs for the subsequent year of the Agreement.

12. Payment for Said Services

- a. Upon receipt for services, Sodus Central School District will compensate the Wayne County Sheriff's Office for costs, intended by the parties to permit recovery of the following categories of expense as detailed:

Budget – School Resource Officer	Budget
Salary – 1.0 FTE (40 hours/week for 10 months)	\$45,360
Benefits for SRO	\$18,545
Vehicle, Uniforms and Equipment	\$8,232
Administrative Costs	\$3,608
Total Budget	\$75,745

- b. The Wayne County Sheriff's Office will be reimbursed for a total of \$75,745 for SRO services January 1, 2020 through December 31, 2020 billed monthly during the term of contract excluding July and August.
- c. The parties acknowledge that salary and certain benefits of Deputy County Sheriffs are subject to collective bargaining. In the event that a collective bargaining agreement is ratified by Wayne County and the Deputy Sheriff's bargaining unit, it is understood and agreed that the WCSO shall not be required to provide services unless, by written Addendum to this Agreement, the parties modify this Section to reflect the new salary and benefits costs to be incurred by the County as an outcome of collective bargaining.

13. Mutual Indemnification

Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the County, its officers, employees or 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 negligent acts or omissions hereunder by the District or third parties under the direction or control of the District; and the District 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 such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the

District, its officers, employees or 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 negligent acts or omissions hereunder by the County or third parties under the direction or control of the County; and 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 such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

14. Insurance

The County maintains Excess General Liability and Automobile Liability Insurance with New York Municipal Insurance Reciprocal, at a limit of \$10,000,000 in excess of underlying General Liability and Automobile Liability policies with limits of \$1,000,000 per occurrence. The District and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The County will provide proof of statutory coverage in compliance with New York State Worker's Compensation Law.

A. The District shall furnish:

1. ACORD Form 25 - Certificate of Insurance to evidence all liability coverages as outlined below;
2. A copy of the applicable Additional Insured endorsement form evidencing the coverage endorsed onto the liability policies below
3. New York State Workers' Compensation Form C105.2 or New York State Insurance Fund form U26.3 to evidence New York State workers' compensation coverage;
4. A copy of the applicable Waiver of Subrogation Endorsement Form, evidencing the coverage endorsed onto the workers' compensation policy, either on a specific/schedule or blanket basis.
 - a. General Liability
 - Premises/Operations
 - Products/Completed Operations
 - Independent Contractors
 - Contractual Liability
 - Personal Injury
 - Broad Form Property Damage
 - Explosion, Collapse and Underground Hazard
 - Bodily Injury and Property Damage \$1,000,000 each occurrence
 - Products/Completed Operations Limit \$1,000,000 aggregate
 - Personal Injury/Advertising Injury Limit \$1,000,000 aggregate
 - General Aggregate Limit \$2,000,000
 - b. Excess "Umbrella" Liability
 - Combined Single Limit for Bodily Injury and Property Damage \$2,000,000 each occurrence
 - e. Workers' Compensation and Employers' Liability

Statutory coverage complying with New York State Workers' Compensation Law

B. The County of Wayne and its officers, employees, and agents shall be named as Additional Insureds under the liability policies issued for the above coverages.

C. All certificates of Insurance must be approved by either the Wayne County Attorney or the Self-Insurance Specialist prior to commencing work under the contract.

D. The insurance carriers providing the above coverages shall be licensed to do so in New York State and shall also be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to the County Board of Supervisors.

E. It is expressly understood and agreed by the Contractor that the insurance requirements specified above contemplates the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements the contractor shall comply with the following requirements:

1. If the claims-made coverage terms designate a specific retroactive date, the contractor shall maintain a retroactive date which is not later than the earlier of

- a. the date of the commencement of the term of this agreement, or
- b. the original coverage retroactive date for the Contractor's first claims-made policy for each and every coverage provided on a claims-made basis.

2. For the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, cancelled or is otherwise materially changed, the contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.

3. Upon termination of the services provided to the County by the contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, cancelled, or is otherwise materially changed during this period of time the Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as cited above.

15. Termination

This Agreement may be terminated by either party with or without cause, effective fifteen (15) days following receipt of written notice to the other party of intention to terminate this Agreement.

In the event of termination, the County shall be compensated for the reasonable value of services satisfactorily performed prior to the effective date of termination.

16. Non Discrimination

- A. No person shall be denied services by either party hereto because of age, race, color, creed, sex, national origin, handicap or sexual orientation.

Both parties hereto shall comply with all State of New York laws and policies prohibiting discrimination in employment

17. Governing Law

The Agreement shall be construed and interpreted in accordance with the laws of New York State.

18. Assignment

This Agreement may not be assigned by either party.

19. Interpretation

The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

20. Severability

In the event any provision of this Agreement 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.

21. Non-Appropriation

Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the WCSO shall have the option to immediately terminate this Agreement upon providing written notice to the District. In such event, the District shall be under no further obligation to the WCSO other than payment for cost actually incurred prior to termination and in no event will the District be responsible for any actual or consequential damages as a result of termination.

22. Waiver

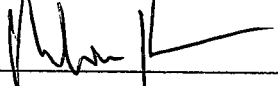
The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

23. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SODUS CENTRAL SCHOOL DISTRICT

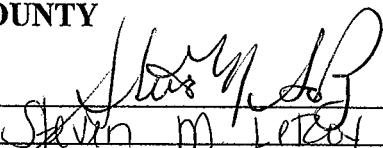
By:



Nelson Kise
Superintendent, Sodus Central School District

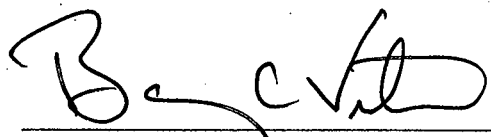
WAYNE COUNTY

By:



Steven M. Liley
Chairman, Board of Supervisors

By:




Barry C. Virts
Sheriff, Wayne County

State of New York)

ss.:

County of Wayne)

On this 23rd day of December, 2019, before me personally came and appeared Steven M. Liley, to me known, who, being duly sworn, did depose and say that he/she resides in the Town of Sodus, Wayne County, New York; that he/she is the Chairman of the Board of Supervisors of the County of Wayne, the municipal corporation described in and which executed the foregoing instrument; and that he/she signed said instrument by order of the Board of Supervisors of the County of Wayne.



Notary Public

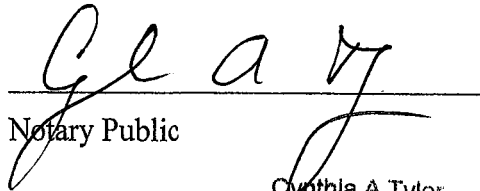
MEGAN FRALICK
Notary Public, State of New York
NO. 01FR6214279
Qualified in Wayne County
My Commission Expires
December 7, 2021

State of New York)

ss.:

County of Wayne)

On this 20 day of December, 2019, before me personally came and appeared **Barry C. Virts**, to me known, who, being duly sworn, did depose and say that he resides in the Town of Rose, Wayne County, New York; that he is the Sheriff of the County of Wayne, the municipal corporation described in and which executed the foregoing instrument; and that he signed said instrument in agreement with the Board of Supervisors of the County of Wayne.

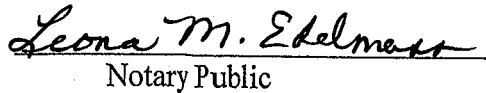

Notary Public

Cynthia A Tyler
Notary Public, State of New York
Registration No. 01TY6237200
Qualified in Wayne County
Commission Expires March 14, 2023

State of New York)

County of Wayne) ss:

On the 16th day of December, 2019, before me, the undersigned, personally appeared **NELSON KISE** of **SODUS CENTRAL SCHOOL DISTRICT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LEONA M. EDELMANN
Notary Public, State of New York
No. 01ED6065814
Qualified in Wayne County
My Commission Expires Oct. 29, 2021