



## Consulting Service Agreement

This scope of work agreement is between **Yonkers Public Schools**, One Larkin Center, Yonkers, NY 10701 (the "School") and **Altaris Consulting Group, LLC**, 345 Kear Street, Suite 209, Yorktown Heights, NY 10598 (the "Consultant").

### I. Situational Analysis

The School wishes to continue strengthening the safety and security of its facilities and overall level of emergency preparedness and management. Consultant provided the School with its initial emergency planning and training program and several improvement opportunities were identified. The School desires assistance in both implementation and management of these opportunities and a high level of emergency preparedness.

### II. Methodology/Intervention Options

#### Emergency Management Program

**Services:** In furtherance of the above-stated services, we will assist the School with safety, security, and emergency management by utilizing the following standard industry practices:

- **Unlimited Consulting Support:** 24/7/365 consulting support for school safety, security, and emergency management matters. This includes unlimited access to the Altaris team of consultants via phone, email, and video conference.
- **Emergency Plans:** Annual update of the:
  - District-wide Safety Plan and plan review meeting with the District Safety Team
  - Annual update of each Building-level Emergency Plan and plan review meeting with the Building-level Emergency Teams
- **Training Programs:**
  - Emergency Teams: Bi-annual training (Fall/Spring) program for the District Administrative Team and multi-school group training (12 Fall sessions and 12 Spring sessions) for Building-level Emergency Teams including:
    - Emergency Response Protocols
    - Emergency Planning
    - Threat Assessment
    - Parent Reunification
    - Tabletop Exercises: School-specific scenarios based on district and building emergency plans. Over 50 tabletop exercises to choose from, including:
      - Active Shooter and other Imminent Threats

- Severe Weather
  - Hazardous Materials
  - Suspicious Incidents
  - Bus Accident
  - Field Trips
  - Medical Emergencies
- **Quarterly Action Plan**
    - Each quarter our consulting team will schedule a virtual planning meeting to develop a Quarterly Action Plan. The “Quarterly 1-Page Strategic Action Plan” (SAP for short) is a powerful tool to help you reduce your school’s focus for the coming 90 days to the highest value and highest leverage areas possible. Key strategic goals include:
      - Focus your best resources and people on your biggest improvement opportunities, not your biggest problems.
      - Each quarter, work to meaningfully mitigate one or more of your most important gaps or risks
      - Push back your #1 limiting factor
- **Monthly Private Client Webinar Series**
    - Altaris clients have exclusive access to monthly online private client webinar events that focus on current events impacting schools. The Altaris team is often joined by guest speakers from key professions, including:
      - law enforcement and other emergency services
      - mental health
      - legal
      - District Administration
- **Additional On-site Meetings:** Available as needed and mutually agreed upon based on the availability of the Altaris consulting team.

### **III. Joint Accountabilities**

Both parties acknowledge that the success of the services provided by Consultant depends upon the accuracy and completeness of the information supplied to Consultant and the assistance provided by School, including access to facilities, documents, and key personnel. School accepts sole responsibility for errors or omissions in the services provided by Consultant hereunder resulting from inaccurate or incomplete information supplied by School or at School's direction, or School's failure to provide access to facilities, documents, or personnel.

*Consultant Will:*

- Provide coordinator oversight and project management guidance, advice, and recommendations
- Provide regular progress reports in writing or in person as requested

*School Will:*

- Provide a securable private office space with a desk, phone, and computer workstation
- Provide a portable radio for 2-way communication with administrators and security personnel
- Provide the coordination, administration, and scheduling support for data-gathering interviews, meetings, training, etc.
- Provide access to key personnel, documents and information, logistical support, meeting rooms, facilities, administrative support, etc., as required to meet the project objectives

*Consultant and School Will Both:*

- Work together throughout the project to jointly determine whether some of the objectives and interventions require a greater emphasis than others, and whether new needs arise that were unanticipated. In such a case, Consultant and School will direct their efforts accordingly
- Return all calls and emails within 24 hours

#### **IV. Term**

1. Service Level: 3
2. Contract Period: August 1, 2024 - June 30, 2025
3. Fee for Services: **\$50,000**
4. Termination: This Agreement cannot be terminated unless mutually agreed upon by the parties hereto, with a refund of fees, if any, to be mutually agreed upon at such time.
5. Payment: 12 equal monthly installments beginning at contract execution.
6. Postponement of Service: This Agreement and the services provided by Consultant hereunder are non-cancelable, except as provided above. However, the School may postpone or delay any part of the work in progress without penalty so that the Contract Period ends a maximum of 90 days after the estimated completion date as set forth

above.

7. Scope and Service Excellence.

a. Consult represents that it will perform the services in good faith and with due professional care. In the event Consultant materially fails to meet the agreed upon service objectives contained herein and further fails to correct such matters after School promptly notifies and provides Consultant with a written explanation of such failures containing reasonable detail after a reasonable opportunity to correct the shortcoming, as School's sole and exclusive remedy, Consultant may, in its reasonable discretion, refund all fees paid by School under this Agreement. Such refund shall be subject to an internal review by Consultant, and a reasonable conclusion of a material breach and failure to cure.

b. It is understood and agreed by the School that Consultant's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by the School. Consultant will not be responsible for nor perform management functions or make management decisions for School. Consultant does not provide legal services and shall not be required to give any legal opinion or provide legal advice to School. The School understands and agrees that none of the advice or recommendations provided by Consultant shall be considered legal advice, and School further agrees to consult with legal counsel regarding legal questions or concerns. School agrees that Consultant may use information furnished by or at the request or direction of School without any independent investigation or verification on the part of Consultant, and School shall be solely responsible for verifying the accuracy and completeness of such information. Consultant shall be entitled to rely upon the accuracy and completeness of such information for the provision of services, advice, and recommendations hereunder. School will provide Consultant will reasonable and appropriate accommodations for the provision of the services described hereunder and shall make available to Consultant water, electric, and other presently existing systems for use by Contractor.

8. Acknowledgment of Risk. The parties acknowledge and agree that the services and advice and recommendations provided by Consultant hereunder do not eliminate the possibility of an emergency that causes damages, injuries, or otherwise, but that such services, advice, and recommendations are intended to reduce the probability and extent of emergency events and damages or injuries resulting therefrom and prepare School for such emergency situations. Technologies, information, and implementation of services are evolving regularly, and Consultant will stay reasonably up to date with such developments, but cannot be ahead of innovations in the field that may further prevent emergencies or risk of harm. Further, the parties acknowledge and agree that the results of Consultant's services, advice, and recommendations greatly depend on implementation and maintenance by the School and its directors and administrators, and

Consultant cannot guarantee results based on such continued responsibility of School. School recognizes the significant risk that is taken in operating a physical school, and while Consultant is being hired to reduce such risk, Consultant can in no way represent or warrant that such risk will be reduced to zero. The parties recognize that significant risk will continue to exist, even if Consultant performs all of Consultant's services as well as they can possibly be performed. The parties also acknowledge that additional security measures could be taken at significant cost to School, and that the School does not wish to incur all of such additional costs and safeguards that might be possible, such as and not limited to, having multiple armed guards present at the School, checking incoming and outgoing individuals for non-metal items that they might be carrying, providing armored closets for the use of students and teachers, installing special ventilation to prevent poisonous gasses, and similar such items and services. School further acknowledges that it is not Consultant's responsibility to ensure that School follows all of Consultant's advice, recommendations, and instructions, and it is solely the School's responsibility to ensure that School's personnel follow the advice, recommendations, and instructions of Consultant.

9. Limitation of Liability.

- a. Subject to the Indemnification language below, and notwithstanding any contrary provision in this Agreement or any addendum or amendment to this Agreement, School agrees that Consultant's total liability for any claims, liabilities, or expenses (including, without limitation, attorneys' fees or third party claims) in any way arising out of or relating to: (i) the Services and/or advice and recommendations provided by Consultant pursuant to this Agreement; and/or (ii) School's use of any information or materials created by Consultant, shall not exceed an aggregate amount in excess of Fifty Percent (50%) of the fees paid by School to Consultant under this Agreement. The foregoing nor anything else contained herein shall not limit the use of insurance proceeds for any claims, liabilities, or expenses.
- b. Further, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, SUFFERED BY THE SCHOOL OR ANY THIRD PARTY RESULTING FROM THE SERVICES AND/OR ADVICE PROVIDED HEREUNDER.

10. Indemnification. School agrees to indemnify, defend and hold harmless Consultant and Consultant's officers, employees and other agents ("Indemnitee(s)"), from and against any and all liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon any Indemnitee(s) in connection with any claims, suits, actions, demands, or judgments arising out of the services to be provided hereunder and/or advice and recommendations provided by Consultant pursuant to this Agreement, except to the extent caused by Consultant's

intentional misconduct or gross negligence, with limits of liability as set forth in Section 7 above. School agrees not to settle any claim against any Indemnitee(s) with an admission of liability or fault by such Indemnitee without such Indemnitee(s) written consent.

11. Independent Contractor Status. Consultant enters into this Agreement and will remain throughout the term hereof an Independent Contractor. Consultant shall not be entitled to any rights or benefits afforded to the School's employees, including, without limitation, disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Consultant is responsible for providing, at Consultant's sole expense, disability, unemployment, worker's compensation, and all other forms of insurance, training, permits, and licenses for Consultant and for Consultant's employees, if any. Consultant shall be responsible for paying, when due, all income or other taxes incurred as a result of the compensation paid by the School to Consultant for service under this Agreement. Consultant shall provide the necessary labor and equipment to provide the services contemplated hereunder, and shall be solely responsible for the manner, means, and methods of performance of the services provided hereunder. Any and all persons hired or employed by Consultant to perform services in connection with this Agreement are the employees or agents of Consultant, and not those of School. Consultant has and shall retain the sole financial and legal responsibility for compliance with all applicable workers' compensation insurance requirements, withholding, and employment taxes due to federal, state, or local governments on account of its employees or agents.
12. Confidential Information. Consultant understands that in performing the services under this Agreement, it may have access to confidential information in possession of the School or contracting school district, including, but not limited to, names, facts, or information about individuals, businesses, and families. Consultant may also have access to confidential information, potentially including a student directory, personnel information and records, sensitive, confidential, or internal School matters and/or other protected information. It is agreed that the definition of confidential information includes all documentary, electronic, or oral information made known to Consultant through any activity related to this Agreement. Consultant agrees not to reveal any confidential information and understands that any such disclosure shall be considered a breach of this Agreement. Consultant agrees that if he/she/it receives a subpoena for divulgence of confidential information, he/she/it shall notify the School prior to divulging the same to give Client the opportunity to evaluate or object to the need to turn such information over, but shall not be prevented from divulging such information if ordered by a court of competent jurisdiction or required by a subpoena or other legal process. This section shall survive termination of this Agreement.
13. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing, signed by the parties hereto. The parties understand and agree that email or oral exchanges between the parties shall not

change or modify this Agreement.

14. Miscellaneous.

a. Entire Agreement/Amendment/Attachments. This Agreement and any attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments, and writings between the parties. Notwithstanding any provision to the contrary, the parties agree to the extent that terms or provisions in the main body of this Agreement conflict with the terms and provisions of any attachment, addendum, schedule or other referenced document, the terms and provisions of the main body of this Agreement will control.

b. Governing Law/Waiver of Jury Trial. This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws provisions. In the event that the mediation and arbitration provisions below are deemed unenforceable or otherwise do not apply, only the federal or state courts located in Westchester County, New York, shall have jurisdiction to hear any dispute under this Agreement. In the event that disputes or claims arise relating to this Agreement or the Services provided hereunder and are not resolved by mutual agreement of the parties, to facilitate judicial resolution and save time and expense of both parties, Consultant and School hereby irrevocably **WAIVE, TO THE FULLEST EXTENT OF THE LAW, ALL RIGHTS TO A TRIAL BY JURY** in any action, proceeding or counterclaim relating to this Agreement or the services and/or advice and recommendations provided hereunder, whether in contract, statute, tort or otherwise.

c. Mediation and Arbitration. It is the intention of the parties that no dispute under this Agreement, except as expressly provided in this section, will be the subject of any court action or litigation in the court system. The parties recognize that the problem resolution processes of mediation and arbitration are proper to resolve most issues between the parties. It is the intention of the parties that this Agreement shall be construed and interpreted in a fair and equitable manner based upon the facts and circumstances of the parties taking into account the present intention of the parties to have a fair and equitable agreement under the terms and conditions set forth herein. Expressly excluded from mediation and arbitration are disputes relating to injunctions, writs of possession, recovery of property under a security agreement, and other equitable relief.

(1) Mediation. If any party hereto wishes to resolve an issue arising out of or relating to this Agreement, then such party must first give notice of a request for mediation to the other party, which notice shall set forth



the names of not less than four (4) court-approved mediators from the lists available from the federal or state courts located in Westchester County, New York or such other mediators on whom the parties may agree. The party receiving such notice shall choose one or more of such mediators within seven (7) days of receipt of such notice, and a mediation conference will be scheduled as soon as feasible between the parties and their respective advisors, and the parties and their advisors will cooperate fully with respect to sharing of information and attendance at meetings in order to seek resolution. If the party receiving notice does not choose a mediator within seven (7) days of receipt of such notice, then the party who has sent such notice may choose the applicable mediator or mediators and may schedule the mediation conference. If resolution of the issues between the parties cannot be resolved in mediation within twenty (20) days of the selection of a mediator, then the matter shall be presented to formal arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association as provided below.

(2) Arbitration. If mediation is unsuccessful, then the parties shall resolve the issue in arbitration. The arbitration shall be conducted in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association, except as provided herein. The arbitration shall be conducted with a panel of three (3) arbitrators to be retained by the parties, or to be appointed by the American Arbitration Association if the parties cannot agree, provided that if the amount in dispute does not exceed \$250,000 then a single arbitrator shall be selected unless one party or the other requests three (3) arbitrators and agrees to pay in full for one of the three (3) arbitrators notwithstanding the outcome of the arbitration and the award of attorneys' fees and costs that may otherwise apply. Arbitration shall take place within thirty (30) days after the completion of discovery as provided below, and the decision of the arbitration panel shall be binding upon the parties for all purposes. The arbitration panel is expressly authorized to award all reasonable fees and costs, including attorneys' fees, to the prevailing party against any party who has violated this Agreement.

(3) Discovery in Arbitration. Each party will cooperate fully with respect to sharing of information in all arbitration proceedings. Within ten (10) days of the appointment of the panel of arbitrators, each party shall send to each other party copies of all documents, agreements, contracts, reports, charts, correspondence, notes, files, photographs, videotapes, audiotapes, and any other tangible thing that might be relevant to the issues pending in arbitration. Additionally, within ten (10) days of the appointment of the panel of arbitrators, each party shall send to each other party a list of the names, addresses, and telephone numbers of fact witnesses and expert witnesses who have information that might be relevant to the issues pending in arbitration. The party preparing the list shall also indicate which witnesses it



plans to call in the arbitration hearing. Any documents claimed by a party to be privileged and exempt from discovery (as provided under the New York Rules of Civil Procedure) must be identified by the party claiming the privilege. Any document not so identified shall be considered to be not exempt and shall be provided to each other party as provided above. Each party shall be required to update its automatic disclosure as new information that might be relevant to the issues in arbitration is learned by that party. In addition to the initial and updated automatic disclosure, each party may engage in discovery in the form of written interrogatories, depositions of witnesses, and requests for the production, inspection, and copying of documents to the same extent as allowed by the New York Rules of Civil Procedure, as modified herein. The time for responding to discovery requests shall be ten (10) days. All discovery shall be completed within two (2) months after the appointment of the panel of arbitrators, unless the time for discovery is extended for good cause by the panel. The costs, including attorneys' fees, of obtaining any information by way of interrogatory, deposition, or request for production that should have been provided by the other party by way of automatic disclosure shall be borne by the party who failed to make full automatic disclosure as provided above. The arbitration panel shall decide any disputes regarding discovery.

- d. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
  - e. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of this Agreement and its counterparts, including facsimile or PDF signatures of the Parties.
- a. Authority. The individuals signing this Agreement and the parties hereto represent and warrant that they have full and complete authority and authorization to execute and effect this Agreement on behalf of the relevant entity and to take or cause to be taken all acts contemplated by this Agreement.

**IV. Acceptance**

The parties' signatures below indicate the acceptance of all Terms & Conditions in this Agreement.

For **Altaris Consulting Group, LLC.:**

For **Yonkers Public Schools:**

*John LaPlaca* 7/10/2024

John LaPlaca  
**CEO**

Date

Name:  
Title:

Date