

## AMENDMENT TO MUNICIPAL COOPERATION AGREEMENT

This amendment, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2018, to a Municipal Cooperation Agreement (the "Amendment") made the 29<sup>th</sup> day of March, 2018 by and between the City of Niagara Falls, a municipal corporation of the State of New York with offices at City Hall, 745 Main Street, Niagara Falls, NY 14302 (the "City") and the City School District of the City of Niagara Falls organized under the laws of the State of New York with offices at 630 – 66<sup>th</sup> Street, Niagara Falls, NY 14304 (the "District") (the "Agreement").

WHEREAS, the City and the District entered into an Agreement on the 29<sup>th</sup> day of March, 2018 a copy of which is attached hereto as Exhibit A which, among other things, provided for the City to provide a sworn, uniformed full-time Police Officer employed by the City at the Niagara Falls Police Department ("NFPD") to serve as a School Resource Officer ("SRO") at the Niagara Falls High School; and

WHEREAS, the District agreed to reimburse the City for the entire cost of the SRO for one (1) calendar year which, at that time, was estimated to be the sum of \$104,988.00; and

WHEREAS, the City and the District have engaged in further discussions regarding the SRO at the High School and the District now believes that it is necessary and desirable and in the best interest of the District, and it's faculty, staff and students to have two (2) SROs on site at the High School rather than one (1) and also to have SROs on site at the two (2) Prep Schools in the District (Gaskill and LaSalle) (the "Prep Schools") at times when faculty, staff and students are present at the two (2) Prep Schools; and

WHEREAS, the City and the District have had discussions about the cost incurred by the City in order to have two (2) SROs on site at the High School and also to have additional sworn, full-time Police Officers detailed to the Prep Schools (one (1) SRO at each Prep School) at such time as faculty, staff and students are present at the Prep Schools; and

WHEREAS, the District and the City have agreed that the three (3) additional SROs shall commence their respective duties at the High School and the Prep Schools, respectively, on September 4, 2018 and continue through December 31, 2018 unless sooner terminated in accordance with the terms of this Agreement; and

WHEREAS, the District agrees to reimburse the City for the entire cost of an additional sworn, full-time Police Officer assigned to the High School as well as two (2) additional SROs detailed to the Prep Schools in addition to the sworn, full-time Police Officer assigned to the High School as the SRO pursuant to the Agreement and to adjust the amount to be reimbursed by the District to the City for the total amount of the SRO at the High School which is now correctly estimated to be \$115,612.00.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Amendment, the City and the District hereby agree as follows:

1. TERM. The term of this Amendment shall commence on September 4, 2018 and terminate on December 31, 2018 unless sooner terminated in accordance with the terms of the Agreement. The term of the Agreement is unchanged.
2. PAYMENT. The Agreement estimated the cost of the SRO at the High School for one calendar year to be \$104,988.00 plus any cost adjustments or increases incurred by the City pursuant to the Collective Bargaining Agreement (the "CBA") in place between the City and the City of Niagara Falls Police Club. The correct amount is now known to be \$115,612.00. Accordingly, Paragraph number 2 in the Agreement is hereby amended to read as follows:

"2. PAYMENT. The District shall reimburse the City for the entire cost of the sworn, full-time Police Officer assigned to the High School as the SRO. The total cost is estimated to be the sum of \$115,612.00 plus any cost adjustments or increases incurred by the City pursuant to the Collective Bargaining Agreement (the "CBA") in place between the City and the City of Niagara Falls Police Club, of which the individual designated to serve as the SRO is a member. The District agrees to reimburse the City in two payments for the cost of the SRO. The first such payment shall be due and payable on June 30, 2018 in the amount of \$52,494.00 and the second such payment in the amount of \$63,118.00 is due and payable on December 15, 2018 together with any adjustments made pursuant to the CBA referred to herein. Payments shall be made by the District to the City within thirty (30) days of the due date. In addition, the District agrees to reimburse the City for the cost of any special training obtained by the SRO which is unique and specialized for an SRO position. The District must first agree that any such training is necessary and desirable in order for such reimbursement to occur."
3. PAYMENT FOR THREE (3) ADDITIONAL SROs. During the term of this Amendment, the District shall reimburse the City for the entire cost of three (3) additional sworn, full-time Police Officers assigned to the High School and Prep Schools, respectively. The total cost is estimated to be the sum of \$142,463.66 plus any cost adjustments or increases incurred by the City pursuant to the Collective Bargaining Agreement (the "CBA") in place between the City and the City of Niagara Falls Police Club, of which the individuals designated to serve as SROs are members. The District agrees to reimburse the City in one payment for the entire cost of the three SROs. That payment of \$142,463.66 shall be due and payable on December 15, 2018 together with any adjustments made pursuant to the CBA referred to herein. Payment shall be made by the District to the City within thirty (30) days of the due date. In addition, the District agrees to reimburse the City for the cost of any special training obtained by the SROs which is unique and specialized for an SRO position. The District must first agree that any such training is necessary and desirable in order for such reimbursement to occur.
4. The City and the District agree that paragraph number 5 in the Agreement is hereby amended to read as follows:

"5. PROJECT DESCRIPTION AND BUDGET. The City and the District agree that the daily schedule to be followed by the SROs shall be determined by the SROs' supervisors

at NFPD in consultation with the District's Superintendent or his designee. The City agrees that the NFPD Officers designated as the SROs shall report for duty at the High School and the Prep Schools on days and times designated by their supervisors at the NFPD in consultation with the District's Superintendent or his designee. On days when the High School or the Prep Schools may not be in session, or when the SROs are not scheduled to report to the High School or the Prep Schools for any other reason, the District may utilize the SROs elsewhere in the District as determined by the SROs' supervisors at the NFPD in consultation with the District's Superintendent or his designee."

5. The parties agree that paragraph 7 of the Agreement shall be amended to read as follows:

"7. RECORDS. The District agrees to keep full and accurate records pertaining to the hours worked by the SROs at the High School and the Prep Schools or any other alternate locations they may report to, as directed by their supervisors at the NFPD in consultation with the District's Superintendent or his designee. The District shall furnish a copy of the records of the SROs' hours worked to the City upon request."

6. CONTINUATION OF TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT. The City and the District agree that the remaining terms and conditions contained in the Agreement will continue in full force and effect and be applicable to the three (3) additional SROs provided for in this Amendment.

Date:

THE CITY OF NIAGARA FALLS

By: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Corporation Counsel

Date:

CITY SCHOOL DISTRICT OF THE CITY OF  
NIAGARA FALLS

By: \_\_\_\_\_