

MUNICIPAL COOPERATION AGREEMENT

This Municipal Cooperation Agreement (the "Agreement") made this 29th 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 14305 (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 - 66th Street, Niagara Falls, NY (the "District").

WHEREAS, the City employs approximately 155 sworn, full-time Police Officers; and

WHEREAS, the District has as one of its buildings the City of Niagara Falls High School located at 4455 Porter Road, Niagara Falls, NY 14305, (the "High School") which is home to approximately 2300 faculty, staff and students; and

WHEREAS, in 2000, the District identified the need for 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"); and

WHEREAS, the duties and expectations of the SRO are consistent with those of a sworn, full time Police Officer; and

WHEREAS, the District believes that it is in the best interest of the District and its faculty, staff and students to continue to have a SRO on site at the High School at times when faculty, staff and students are present in the High School; and

WHEREAS, the City and the District have had discussions about the cost incurred by the City in order for a sworn, full-time Police Officer be detailed at the High School at such times as faculty, staff and students are present in the High School; and

WHEREAS, the total annual cost of a sworn, full-time Police Officer is approximately \$104,988.00; and

WHEREAS, the District has agreed to reimburse the City for the entire cost of a sworn, full time Police Officer to serve as SRO pursuant to the terms and conditions contained in this Agreement.

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

1. TERM. The term of this Agreement shall commence on January 1, 2018 and terminate on December 31, 2018 unless sooner terminated in accordance with the terms of this Agreement.
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 \$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, 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 \$52,494.00 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. COST OVERRUNS. The City and the District agree that there shall be no additional monies due from either party without mutual consent with the exception of the adjustments referred to in paragraph 2 above which may be necessitated as a result of the CBA referred to herein.
4. EXECUTION. The City and the District agree to execute all necessary agreements, certifications or reimbursement requests for the cost of the SRO.
5. PROJECT DESCRIPTION AND BUDGET. The daily schedule to be followed by the SRO shall be determined by the SRO's supervisor at NFPD in consultation with the District's Superintendent or his designee. The City agrees that the NFPD Officer designated as the SRO shall report for duty at the High School on days and times designated by his supervisor at the NFPD in consultation with the District's Superintendent or his designee. On days when the High School may not be in session, or when the SRO is not scheduled to report to the High School for any other reason, the District may utilize the SRO elsewhere in the District as determined by the SRO's supervisor at the NFPD in consultation with the District's Superintendent or his designee.
6. AMENDMENTS. It is agreed that no changes may be made to the duties and responsibilities of the SRO and the amount to be paid by the District except as provided in Paragraph 2 hereof without the prior written approval of both the City and the District. Such approvals will not be withheld provided the changes are not substantive and do not alter the scope, intent or basic elements of the SRO position. Any changes which are substantive or alter the scope, intent or basic elements of the SRO position will be implemented by an amendment to this Agreement, provided the same are acceptable to both the City and the District.
7. RECORDS. The District agrees to keep full and accurate records regarding the hours worked by the SRO at the High School or any other alternate location he may, as directed by his supervisor at the NFPD in consultation with the District's Superintendent or his designee. The District shall furnish a copy of the records of the SRO's hours worked to the City upon request.

8. **TERMINATION.** The parties agree that the failure of the SRO to render satisfactory services to the District may be deemed a cause for the suspension or termination of this Agreement. In the event the District shall deem that the SRO has not provided satisfactory services to the District for any reason, the District agrees to specify, in writing, the reasons substantiating this determination and provide the same to the supervisor at the NFPD of the SRO officer so designated. The parties agree that the City shall then have thirty (30) days within which to cause the officer designated as the SRO to perform satisfactorily. In the event that the performance of the officer so designated does not improve, the City will then designate an alternate sworn, full time NFPD Police Officer acceptable to the District, to serve as SRO. Notwithstanding anything herein to the contrary, the District shall have the right to terminate this Agreement for any reason upon giving the City sixty (60) day written notice of its intention to terminate, and the Agreement shall so terminate sixty (60) days from the date of the Notice.
9. **INDEMNIFICATION.** To the extent permitted by law, the City and the District agree to indemnify, save and hold harmless each other, their agents and employees from any and all claims, demands, actions, or causes of action arising out of the performance or non-performance of the work and services provided for in this Agreement, and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim arising out of this Agreement. In this regard, the City is self-insured and attaches hereto as "Schedule A" a certificate of self-insurance.
10. **NON-DISCRIMINATION.** The City and the District shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
11. **APPROVALS.** This Agreement shall not take effect until its approved by the City Council of the City of Niagara Falls and the Board of Education of the School District of the City of Niagara Falls.

IN WITNESS WHEREOF, the School District of the City of Niagara Falls and the City of Niagara Falls have executed this Agreement on the day and year indicated.

Date:

THE CITY OF NIAGARA FALLS

By:

Rea. 27

Approved as to Form

Corporation Counsel

Date: 2/29/18

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

By:

Nicholas W. Woods

Attest
Lisa G. Vitello
CITY CLERK