

Niagara County Sheriff's Office  
Niagara Falls City Police Department  
&  
Niagara University

*Joint Agreement to Operate*

The Niagara County Law Enforcement Academy  
*at*  
Niagara University

**WHEREAS**, the Niagara County Sheriff's Office (hereinafter, the "Sheriff's Office"), is a law enforcement agency duly authorized to enforce the law with the County of Niagara, and is duly accredited by NYS Law Enforcement Accreditation Program of the NY State Division of Criminal Justice Services (hereinafter, "DCJS"), a law enforcement training program that enables administrators to strengthen existing procedures while simultaneously creating a solid foundation for the agency's future; and

**WHEREAS**, the City of Niagara Falls, New York ("City") has, as one of its departments, a police department; and

**WHEREAS**, the Niagara Falls City Police Department (hereinafter, "Police Department"), is a law enforcement agency duly empowered to enforce the law with the City of Niagara Falls, and is also duly accredited by the DCJS; and

**WHEREAS**, Niagara University (hereinafter, the "University"), is a not-for-profit higher education corporation duly authorized to operate in the State of New York, within which is a College of Arts & Sciences, within which is a Department of Criminology & Criminal Justice (hereinafter, the "CJ Department"), and also within the University is an Office of External Programs; and

**WHEREAS**, the Sheriff's Office, Police Department, and University, share a goal of enhancing the educational operations of their programs, and have identified the following opportunities to collaborate on said goal;

- The University can provide the Sheriff's Office and Police Department with premises, physical resources, and support to operate the Basic Course for Police Officers training program (the "Police Academy"); and
- The University's Office of External Programs can coordinate, and the University's CJ Department can support, the Police Academy in such a manner as to offer under certain circumstances University academic credit for the completion of the Police Academy; and

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- The parties can cooperate to jointly offer Full-time and Part-time Pre-employment academies (“Pre-employment Session”) authorized by the State of New York Division of Criminal Justice Services, and
- The Parties close collaboration will allow them to jointly develop and host additional trainings for law enforcement and education as the opportunities arise;

**THEREFORE**, the Parties have agreed to call this collaborative arrangement “The Niagara County Law Enforcement Academy at Niagara University” (hereinafter, the “NCLEA”), and to operate under the following terms:

### 1. Operations of the Academy

a. The Sheriff’s Office and Police Department shall offer the Police Academy Sessions (hereinafter the “Academy Sessions”) of the Academy as otherwise mutually agreed upon by the parties. Additional sessions, trainings, and events, (hereinafter, “Additional Activities”) may be scheduled as authorized by the DCJS and agreed by the parties.

b. The Co-Directors of the NCLEA shall be one representative from the Sheriff’s Office, and one representative from the Police Department. The Co-Directors shall be responsible for delivering the curriculum, securing DCJS approval as needed, and scheduling Academy Sessions and any Additional Activities in cooperation with the University.

c. Scheduling of the Academy Sessions shall be confirmed so long as the session is duly authorized by the DCJS. Confirmation of additional Academy Sessions or Additional Activity shall not be withheld unless there is a conflict with a previously scheduled University events or other factor rendering the use of the facilities impracticable.

d. All Academy Sessions shall be taught by authorized employees of either the Sheriff’s Office or Police Department, or approved DCJS instructors, as determined by the Co-Directors. The university shall not be liable for any salary, fee, taxes, or Worker’s Compensation for the Annual Session instructors.

### 2. Enrollment and Academic Credit for Annual Sessions

a. The maximum number of participants in an Academy Session shall be 30 (thirty).

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- b. There shall be two categories of students: Sworn Police Officers (SPO), and Pre-employment students (PRE). Per governing regulations, any student enrolled in the Academy Sessions must pass a background check administered by the Co-Directors.
- c. Sworn Police Officers (SPO) of the Sheriff's Department and Police Department shall have priority of enrollment, after which priority shall be granted to any SPO of another law enforcement agency. Any remaining slots may be filled by Pre-employment student (PRE) whose participation shall be limited to Phase I of the BCPO curriculum. Admission is conditioned upon approval by the University's Criminal Justice Faculty Fellow, and the NCLEA Co-Directors, with the NCLEA Directors having final approval. Any participant who is not an SPO of the Sheriff's Office or Police Department will be required to sign a liability waiver, in a form acceptable to the parties, as a condition of participation.
- d. All participants who meet the criteria to successfully complete an Academy Session may be awarded 12 undergraduate college credits or 3 graduate credits through the University's CJ Department based upon the participant's educational level. The number of credits awarded will be held solely with the University.
- e. The tuition for Sworn Police Officers (SPO) shall be \$0.00 (zero dollars) if they are completing the Academy training, but do not request academic credit in writing. There will not be any retroactive credit awarded for university credit. The tuition for Sworn Police Officers shall be set by the university if they wish to complete the training and receive academic credit; SPO must notify the university within 14 days after the start of the Annual Session if they wish to receive credit. College credits will be awarded only upon successful completion of the academy per the co-directors and the university receives tuition paid in full.
- f. The tuition and fees shall be determined on a Session-by-Session basis and billed through the University. The then-applicable tuition policies shall apply. Because the Academy is part of a separate accrediting program through DCJS, academy sessions are not eligible for university tuition remission.
- g. Any student at the Academy, regardless of other affiliations, shall conduct themselves in accordance with the rules in the Niagara University Student Code of Conduct and the Academy. In the event an SPO is alleged to have violated any applicable rules, the Dean of Students shall first consult with the Faculty Fellow of Criminal Justice before determining a course of action with regard to the officer's standing at the University, while the Co-Directors shall determine student's standing with regard to the Academy.
- h. Any student enrolled in the Academy for academic credit, who is accused of violating the University's Academic Integrity Policy (cheating), shall be availed the full rights of said policy; instructors with a concern regarding cheating should promptly liaise with the Co-directors and Coordinator of External Programs to discuss the appropriate steps to address such a concern. This clause shall not in any way limit the Sheriff's Office or Police Department's ability to discipline or dismiss any employee or candidate for

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employment according to their own policies and procedures, nor shall it confer any right or privilege upon any employee or employment candidate with regard to their relationship with the Sheriff's Office or Police Department.

i. All students enrolled in the Academy will be issued a university ID card, and carry same at all times while on campus.

### 3. Development, Application, Promotion, Enrollment and Academic Credit for Pre-Employment Sessions

a. In addition to the Full-time Academy Session described in Paragraph "2," the Sheriff's Office, Police Department and the University will offer a "Pre-Employment Police Basic Training Program". Co-directors are responsible for all applications and notices to maintain the DCJS Pre-Employment approval.

b. Admission to the Pre-Employment Session is conditioned upon the approval by the University's Criminal Justice Faculty Fellow, and the NCLEA Co-Directors, with the NCLEA Co-Directors having final approval.

c. Per the enabling regulations of the State, the Instructors for the Pre-Employment Basic Training shall possess an instructor approval letter issued by the DCJS and shall further be approved by the Co-Directors prior to being hired by the University to teach the Pre-Employment course.

d. The tuition and fees shall be determined on a Session-by-Session basis and billed through the University. The then-applicable tuition policies shall apply. Because the Academy is part of a separate accrediting program through DCJS, academy sessions are not eligible for university tuition remission.

### 4. Academy Space

a. The Academy shall conduct all classroom, lecture and speaking instruction for the Annual Session in the University's Marian House; other space may be used on an ad hoc basis, as determined by the University.

b. All physical training and defensive tactics (PT/DT) shall be conducted in the University's Kiernan Center. The parties shall determine set schedules for training at KC as set forth in "Attachment 1."

c. All Academy students may use the library, Gallagher Center, and computer labs as part of their enrollment.

### 5. Use of Campus Facilities, Buildings, and Grounds

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- a. The following information is being provided to ensure that there is a clear understanding of facilities being used and policies of usage for the NCLEA's use of Campus Facilities, Buildings, and Grounds.
- b. A coordinated schedule to provide required DCJS and local approved training will be developed by NCLEA and approved by the University prior to any training exercise.
- c. When a specific need arises for training, NCLEA will request the use of University facilities through the Director of Campus Safety.
- d. Any request will minimally include:
  1. Approved Academy training including course and outline of training.
  2. Specific building or facility requested.
  3. Date(s) and time(s) of said training.
  4. Consideration of NU staff requesting to observe the training.
  5. Required access to the facility.
  6. The Academy staff will be responsible for site security, preparation, and removal of training aides and equipment upon completion of training.

#### 6. Contact Points

- a. With the exception of any additional notifications required below, all contacts and required notifications to the University shall be directed to the Coordinator of External Programs and the Graduate Director of CJ with a copy to the General Counsel's Office.
- b. All contacts and required notifications shall be directed to NCLEA Co-Directors as designated/assigned by Sheriff and Superintendent of Police.

#### 7. Approval of the Academy by the New York State Department of Criminal Justice Services

- a. With respect to police training, OPS is responsible for the review and approval of basic, supervisory and in-service training curricula and instructors submitted by municipal law enforcement agencies and training academies. This mechanism ensures that the training meets statutory requirements with respect to curriculum content, instructor qualifications/certification and hours. The Academy will maintain its certification through NYS DCJS to run a basic course for Police Officers and the Pre-Academy Program. When appropriate, NU personnel will be allowed to participate in trainings at no cost to the university.

b. The Sheriff's Office and Police Department will provide the University with copies of all current DCJS course certification documents, as well as all future applications the granting of which will be essential to the operating of the Academy.

c. In the event the Sheriff's Office or Police Department requires the input of the University regarding any DCJS course certification documents, compliance survey, or participation agreement, the University shall use all reasonable efforts to provide same.

d. As provided above, the law enforcement agencies will assist the University with promotion of the Academies.

#### 8. Confidential Records, FERPA, and FOIA/FOIL

a. Unless there is a specific exception in the law, any record maintained by the University regarding a student ("education records") enrolled in the Academy is subject to the protections and restrictions of the Family Education Rights Privacy Act.

b. The University, Sheriff's Office, and Police Department shall be mindful of the privacy restrictions of education records prior to transferring information from one office to another.

c. Nothing in this section should be construed to limit the application of FOIA or FOIL to documents maintained by the Sheriff's Office or Police Department.

d. Nothing in this section should be construed as restricting (except where specifically prohibited by law) the Sheriff's Office or Police Department from sharing information regarding a candidate for employment with a law enforcement agency, with each other, or with another law enforcement agency.

#### 9. Clery Act Designated Reporters

a. To ensure compliance with the Clery Act, any law enforcement officer on campus for purposes of the Academy should ensure that any report of criminal activity, or potential criminal activity, is promptly disclosed to Campus Safety.

b. The Co-Directors shall use their best efforts to ensure all sworn recruits are aware of this requirement.

#### 10. Commitment to Human Rights

a. The following shall be included on all written and web materials related to the Academy: *Niagara University is committed to maintaining an educational and employment environment free of discrimination on the basis of race, age, color, national origin, religion, gender, sexual orientation, military veteran status, marital status, or predisposing genetic characteristics. If any Co-Director or participant in the Academy*

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*has a concern related to potential discrimination or harassment, please promptly notify the Coordinator of External Programs, Michele Smith-Link, at 286-8181.*

#### 11. Incident Management

Niagara University's emergency response system is NIMS compliant, and it is expected that any and all law enforcement officers and emergency responders on campus for purposes of the Academy will respect the university's incident command structure in the event of an emergency.

#### 12. Firearms on Campus

a. In accordance with New York State law, weapons on campus are prohibited, except in the following circumstances:

**Law enforcement on campus** – *Sworn, on duty law enforcement* may bring their weapons on campus, providing: Uniformed officers may have it visibly worn in a manner which is consistent with their department's regulations. *Non-uniformed* officers are required to carry their weapon concealed, or when visible, the department badge must be prominently displayed immediately next to the holstered weapon. This must also be in a manner which is consistent with their department's regulations.

**Academic exercises** – Weapons on campus for the purpose of academic exercises are only permissible upon approval of the Director of Campus Safety. Arrangements for this exception must be made in advance with written approval provided by the campus safety director.

b. It is expected that the NCLEA Co-Directors and all instructors of the Academy will ensure that all students are aware of this campus policy. Academy participants may work with the Office of External Programs, and Campus Safety to address concerns.

#### 13. Limits of Liability and Indemnifications

##### **INDEMNIFICATION**

To the extent permitted in accordance with New York State Law, each party hereto shall indemnify, defend and hold harmless the other party, and their respective officers,

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directors, shareholders, employees, agents and representatives, from and against any and all claims, liabilities, damages, injuries and expenses (including reasonable attorney's fees and court costs) of any nature whatsoever, arising out of or incidental to the indemnified party's acts or omissions, or those of its employees, agents, representatives and contractors, in connection with this agreement, except that any such indemnified party shall not be indemnified for losses resulting from its own fraud, sole negligence, or willful misconduct.

## **INSURANCE**

The Sheriff's Office and Police Department shall take into consideration the above indemnification in determining the means of self-insurance. The Sheriff's Office and the Police Department agree to take all steps with their principals to have this agreement and its indemnification provisions legislatively approved, as necessary. A certified copy of proper insurance coverage, if any, will be updated annually as needed.

### 14. Additional Insured

Should the City of Niagara Falls, the Police Department, the County of Niagara, or the Sheriff's Office take out a policy of insurance, the University will be named as additional insured.

### 15. Employees

The Sheriff's Office and Police agree that all instructors of the Academy shall be the employees of the County or the City, and not the employees of the University. The University shall not be responsible for the salary, taxes, Worker's Compensation Insurance, and withholding obligations for same.

### 16. Term, Amendment, and Termination

a. This agreement shall be effective on the final date of signature set forth below, and shall continue until December 31, 2023.

b. This agreement may be modified or terminated early through a mutual consent of the parties signified by a signed, written instrument or upon 180 days written notice from any party.

c. If either party is thought by another to be in breach of this agreement, the non-breaching party must send a notice to the other giving them 10 days' notice to cure the breach; if the breach is not cured within 10 days, the contract may be terminated by the party giving notice.

### 17. Venue and Choice of Law

This Agreement is to be governed in accordance with the laws of New York State. Venue for any claim or dispute is to be the County of Niagara.

### 18. No Charge for Use of University Facilities



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During the term of this agreement and any extensions thereof, the University agrees that the Academy Space described in Section 4 hereof utilized by the Sheriff's Office, the Police Department for the jointly operated NCLEA, as well as any other space on campus for the operation of the NCLEA, shall be without costs to the Sheriff's Office, the Police Department, unless said costs are pursuant to the above indemnification, or for mutually agreed upon improvements to the facility, documented in a signed, written Addendum to this Agreement. All changes to office space, fixtures, signage, or other aspects of the Academy space must be coordinated through the Office of External Programs, who will further coordinate any repairs, improvements, or changes with the University's Planning, Facilities and General Counsel Offices.

DATE:

BY: \_\_\_\_\_  
James R. Voutour  
Sheriff  
Niagara County Sheriff's Office

BY:   
Superintendent  
Niagara Falls Police Department

BY: \_\_\_\_\_  
Dr. Timothy Ireland  
Provost  
Niagara University

BY:   
W. Keith McNall  
Chairman  
Niagara County Legislature

BY: \_\_\_\_\_  
Paul A. Dyster  
Mayor  
City of Niagara Falls

APPROVED AS TO FORM  
NIAGARA COUNTY ATTORNEY  
BY:  \_\_\_\_\_

Attachment 1

**Use of the Kiernan Center for Niagara County Law Enforcement Academy (NCLEA)**

The following information is being provided to ensure that there is a clear understanding of facilities being used and policies of usage for the NCLEA's use of Kiernan Recreation Center (KRC).

A coordinated schedule between the Director of the KRC and the NCLEA Co-Directors to provide required fitness training will be developed every three years in order to secure proper time for operating the academy.

The university has the right to change the schedule as deemed necessary, with an understanding that there are requirements that must be maintained in order to conduct the approved NCLEA.

1. Fitness Center areas (rooms with cardio equipment) **will not** be available for daily usage due to use by university community.
2. When equipment is not being used by university community the NCLEA can have access to equipment. It is understood that we cannot displace students for the NCLEA to have access to equipment.
3. Facilities that have been agreed upon to be used include: aerobic area, Kiernan Center & Scaffidi gym, locker rooms and weight room.
4. Lockers will be issued to participants in program.
5. The pool will be available for program and the schedule for the use of time will be coordinated with the Co-Directors of the NCLEA.
6. When the aerobic room is schedule for usage by NCLEA, and concurrently the Scaffidi gym is scheduled for university programs, access to the aerobic room will require NCLEA participants to enter from back entrance of the Scaffidi gym.
7. NCLEA will provide all equipment needed to conduct their fitness program. Space will be provided for storage of a mat for defensive tactics training.
8. KRC will be scheduled to open 15 minutes prior to the scheduled starting time of a training session.
9. Participants of program will be issued NU ID cards (instructors and participants). When participants enter the KRC, they will be required to present their ID card to gain access to facility.