



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

OFFICE OF THE MAYOR
Telephone: (716) 286-4310

September 10, 2019

The City Council
Niagara Falls, New York

RE: Municipal Cooperation Agreement with the City School District of the City of Niagara Falls

Council Members:

During the last few years the City has detailed police officers to serve as School Resource Officers at Niagara Falls High School and Gaskill Prep School and LaSalle Prep School. Two officers are detailed at Niagara Falls High School and one officer is detailed at Gaskill Prep School and one officer is detailed at LaSalle Prep School. This has proven to be a very positive initiative for the School District as well as the City.

The School District wishes to continue this arrangement for the 2019 – 2020 academic year commencing on September 1, 2019 and terminating on June 30, 2020. The School District is proposing to reimburse the City for the total cost of these four police officers which totals approximately \$471,708.00. Attached hereto is a proposed agreement.

Will the Council so approve and authorize the Mayor to execute the Municipal Cooperation Agreement provided the same is in form and content acceptable to the Corporation Counsel?

Respectfully submitted,

PAUL A. DYSTER
Mayor

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MUNICIPAL COOPERATION AGREEMENT
2019 - 2020

This Municipal Cooperation Agreement (the "Agreement") made this ____ day of _____, 2019 and effective the 1st day of September, 2019 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 (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, (the "High School") which is home to approximately 2300 faculty, staff and students; and also owns and operates LaSalle Prep School located at 7436 Buffalo Avenue, Niagara Falls, NY, and Gaskill Prep School located at 910 Hyde Park Boulevard, Niagara Falls, NY, (the "Prep Schools"); and

WHEREAS, in year 2000, the District identified the need for a sworn, uniformed full-time Police Officer employed by 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 have SROs on site at the High School and at the Prep Schools at times when faculty, staff and students are present; and

WHEREAS, the City and the District had discussions about NFPD Officers being detailed at the High School and the Prep Schools which resulted in an agreement between the City and the District to have two (2) NFPD Officers acting as SROs detailed at the High School and one (1) SRO detailed at Gaskill Prep School and one (1) SRO detailed at LaSalle Prep School, with the District reimbursing the City for the full cost of these SROs; and

WHEREAS, this arrangement has proven to be beneficial to both the District and the City; and

WHEREAS, the City and the District wish to continue this arrangement for the District's academic year commencing on September 1, 2019 and concluding June 30, 2020.

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 September 1, 2019 and terminate on June 30, 2020 unless sooner terminated in accordance with the terms of this Agreement.
2. PAYMENT. The District agrees to reimburse the City for the entire cost of the two (2) SROs detailed to the High School and the two (2) SROs detailed to the Prep Schools. The total cost is estimated to be the sum of \$471,708.00 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 individuals designated to serve as SROs are members. The District agrees to reimburse the City in two payments for the cost of the SROs. The first such payment shall be due and payable on January 31, 2020 in the amount of \$187,191.00 and the second such payment in the amount of \$284,517.00 is due and payable on June 30, 2020 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 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.
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. PROJECT DESCRIPTION AND BUDGET. The daily schedule to be followed by the SROs shall be determined by the SROs' supervisor 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 the SROs' supervisor at the NFPD in consultation with the District's Superintendent or his designee. On days when the High School and/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' supervisor at the NFPD in consultation with the District's Superintendent or his designee.
5. AMENDMENTS. It is agreed that no changes may be made to the duties and responsibilities of the SROs 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 SROs' position. Any changes which are substantive or alter the scope, intent or basic elements of the SROs' position will be implemented by an amendment to this Agreement, provided the same are acceptable to both the City and the District.
6. RECORDS. The District agrees to keep full and accurate records regarding the hours worked by the SROs at the High School and the Prep Schools and or any other alternate

location the SROs may work, 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 SRO's hours worked to the City upon request.

7. TERMINATION. The parties agree that the failure of the SROs 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 SROs have 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) days written notice of its intention to terminate, and the Agreement shall so terminate sixty (60) days from the date of the Notice.
8. 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.
9. 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.
10. APPROVALS. This Agreement shall not take effect until it's approved by the City Council of the City of Niagara Falls and the Board of Education of the City School District of the City of Niagara Falls.

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

Date: THE CITY OF NIAGARA FALLS

By: _____

Approved as to Form

Corporation Counsel

Date: CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

By: _____

Attest: _____
Niagara Falls City Clerk