



Town of West Seneca

TINA M. HAWTHORNE
TOWN ATTORNEY
thawthorne@twsny.org

MEMO

To: The Honorable Town Board

From: Tina M. Hawthorne, Town Attorney

Date: December 31, 2020

Subject: Municipal Cooperation Agreement
School Crossing Guards

Please see the attached Municipal Cooperation Agreement for an extension of the October 17, 2019 School Crossing Guards Agreement. With West Seneca students returning to in person learning in January 2021, we are extending the prior Agreement through the end of the 2020-2021 school year. Kindly adopt the attached resolution authorizing the Supervisor to entire into the attached Agreement.

RESOLUTION
MUNICIPAL COOPERATION AGREEMENT
SCHOOL CROSSING GUARDS

WHEREAS, the Town of West Seneca School District wishes to have school crossing guards in place for the protection of school children going to and from school; and

WHEREAS, Article 5-G of the General Municipal Law and Section 208-a of the General Municipal Law, the Town and the District are parties to a Municipal Cooperation Agreement, dated October 17, 2019, whereby the Town agreed to provide and the District agreed to pay for services of school crossing guards employed by the Town during the 2019-2020 school year; and

WHEREAS, the pursuant to Article 5-G and Section 208-a of the General Municipal Law, the Town and the District wish to extend the terms of the Agreement for services to be provided during the 2020-2021 school year;

NOW THEREFORE, be it resolved that the Town Board of the Town of West Seneca authorizes the Supervisor to execute the Municipal Cooperation Agreement School Crossing Guards Between the Town of West Seneca and West Seneca School District extending the terms of the October 17, 2019 Agreement regarding the same.

MUNICIPAL COOPERATION AGREEMENT
SCHOOL CROSSING GUARDS

THIS AGREEMENT made _____, 2020 by and between the TOWN OF WEST SENECA, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 1250 Union Road, West Seneca, NY 14224, hereinafter referred to as the "Town", and WEST SENECA CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York having its principal offices at 675 Potters Road, West Seneca, NY 14224, hereinafter referred to as "District."

WITNESSETH:

WHEREAS, pursuant to Article 5-G and Section 208-a of the General Municipal Law, the Town and the District are parties to a Municipal Cooperation Agreement dated October 17, 2019 ("Agreement") whereby the Town agreed to provide and the District agreed to pay for services of school crossing guards employed by the Town during the 2019-2020 school year; and

WHEREAS, pursuant to Article 5-G and Section 208-a of the General Municipal Law, the Town and the District wish to extend the terms of the Agreement for services to be provided during the 2020-2021 school year; and

WHEREAS, this Agreement has been duly approved by a majority of the governing boards of the Town and the District.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and District hereby agree as follows:

1. Except as otherwise expressly described herein and/or as may be further extended through later agreement of the parties, the terms of the October 17, 2019 Agreement shall be extended and remain in full force and effect from January 11, 2021 through June 25, 2021.
2. The Town agrees to provide services of up to eight (8) school crossing guards to the District on all scheduled school days at the locations and for the times described in "Schedule A" of the Agreement where students are scheduled to be in attendance. The parties recognize the state of the global pandemic COVID-19 and its effect on schools. Therefore, such services will be provided on an "as needed" basis (as determined by the District operating plan). The parties acknowledge that the school crossing guard service needs of the District may change throughout the term of this Agreement due to possible school closures resulting from mandated cancellation or as recommended by public health officials or State/Local governments or due to buildings not in use for any period of time because of changes in operations. The Town will not be required/requested to provide crossing guard services at those locations effected by the closures or modifications to usual school operations. The District will notify the Town of any changes to their need for crossing guard services promptly upon making the change.
3. The District agrees to reimburse the Town for 50% of the salaries for crossing guard services from January 11, 2021 through June 25, 2021. The Town will be responsible for paying the remaining 50% of such salaries. Where school closures or cancellations are mandated or recommended by public health officials or State/Local governments, or buildings are not in use for any period of time because of changes in operations, and as a result, school crossing guard services are not needed/provided, the District will not be required to reimburse the Town for any prorated portion of this reimbursement arrangement where crossing guard services are not provided. The parties agree to work

collaboratively and remain in regular contact throughout the applicable term of this agreement to ensure that needs and obligations pursuant hereto are appropriately met.

4. This agreement constitutes the entire agreement between the parties and shall serve as an addendum to the October 17, 2019 Agreement. To the extent that any term of this agreement is in conflict to the October 17, 2019 Agreement, this agreement's terms shall control. Any amendment to this agreement shall be void unless it is in writing and subscribed by the party against whom the amendment is sought to be enforced.
5. This agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, the venue for the resolution of such a dispute shall be the County of Erie, State of New York.
6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of said counterparts shall together constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

DATE: _____ BY: _____
SUPERVISOR
TOWN OF WEST SENECA

DATE: _____ BY: _____
DISTRICT SUPERINTENDENT
WEST SENECA CENTRAL SCHOOL DISTRICT

State of New York)
Town of West Seneca)

On the ____ day of _____ in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Dickson, Supervisor for the Town of West Seneca N.Y., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; that she/he executed the foregoing instrument in accordance with Resolution No. ____ of ____ adopted by the _____ Town Board on _____, 2020.

Notary Public

State of New York)
Town of West Seneca):

On the ____ day of _____ in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew J. Bystrak, District Superintendent, West Seneca Central School District, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; that she/he executed the foregoing instrument in accordance with Resolution No. ____ of _____ adopted by the _____ West Seneca Central School District Board of Education on _____, 2020.

Notary Public

“SCHEDULE A”

POST LOCATION	AM TIMES	PM TIMES
POST 1 ALLENDALE & WEST ELEMENTARY	8:20-8:50	3:00-3:30
POST 2 ALLENDALE & WEST ELEMENTARY	8:20-8:50	3:00-3:30
POST 3 WINCHESTER HARLEM @ BRADFORD	8:00-8:40	2:45-3:15
POST 4 WINCHESTER HARLEM RD ENTRANCE	8:00-8:40	2:45-3:15
POST 5 EAST MIDDLE (WEST ENTRANCE)	7:35-8:05	2:10-2:40
POST 6 NORTHWOOD NORTHWOOD @ TERRACE	8:00-8:45	2:55-3:15
POST 7 Q OF H MILL @ SENECA	7:45-8:15	2:15-2:45
POST 8 WEST MIDDLE CENTER RD ENTRANCE	7:30-8:00	2:15- 2:45