



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 Resource Officers

Please see the attached Municipal Cooperation Agreement for an extension of the December 19, 2016 School Resource 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 execute the attached Agreement.

RESOLUTION
MUNICIPAL COOPERATION AGREEMENT
SCHOOL RESOURCE OFFICERS

WHEREAS, the Town of West Seneca School District wishes to have School Resource Officers in place for the protection of school children; 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 December 19, 2016, whereby the Town agreed to provide services of police officers employed by the Town and the District agreed to pay for said services during the period of January 1, 2017 through December 31, 2020; 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 period January 1, 2021 through June 30, 2021;

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 Resource Officers Between the Town of West Seneca and West Seneca School District extending the terms of the December 31, 2016 Agreement through the period January 1, 2021 to December 31, 2021.

MUNICIPAL COOPERATION AGREEMENT
SCHOOL RESOURCE OFFICERS

THIS AGREEMENT made _____, 2021 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 ("Agreement"), dated December 19, 2016, whereby the Town agreed to provide police officers to the District to act in the capacity of School Resource Officers, and the District agreed to pay for the services of said police officers employed by the Town during the contract period of January 1, 2017 through December 31, 2020; 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 said services to the end of 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 December 19, 2017 Agreement between the Town and the District for shared services of the School Resource Officers shall be extended and remain in full force and effect for the period January 1, 2021 through June 30, 2021.
2. The Town agrees to provide services of four (4) police officers to the West Seneca School District to act in the capacity of School Resource Officers. The Town will assign, on a full-time basis, one officer to the West Seneca West Senior High, one officer to the West Seneca East Senior High, one officer to each of the West Seneca Middle schools, five days per week, while schools are in session. The Town will further assign one officer for the purpose of monitoring the elementary school buildings within the District at no additional cost to the District. 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 Resource Officer 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 School Resource Officer 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 School Resource Officer services promptly upon making the change.
3. On the first of each month, the District will reimburse the Town the calculated monetary sum of the police officers' contractual salary steps, per the Collective Bargaining Agreement in effect between

the Town and the West Seneca Police Benevolent Association. The reimbursement schedule shall be set per the following formulary for 2021:

\$44.70/hr x 40 hrs/week = \$1,788.00 per officer
\$1,788.00 x 4 officers = \$7,152.00 per week x 40 weeks = \$286,080.00
\$286,080.00/12 months = \$23,840.00 per reimbursement payment

4. This Agreement constitutes the entire agreement between the parties and shall serve as an addendum to the December 19, 2016 Agreement. To the extent that any term of this Agreement is in conflict to the December 19, 2016 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 2021 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 _____, 2021.

Notary Public

State of New York)
Town of West Seneca):

On the ____ day of _____ in the year 2021 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 _____, 2021.

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

Department of Police



TOWN OF WEST SENECA

MUNICIPAL BUILDING
1250 UNION ROAD
WEST SENECA, NEW YORK 14224



716-674-2280
FAX 716-674-1063
WEB SITE: WWW.WSPOLICE.COM



DANIEL M. DENZ
CHIEF OF POLICE

November 22, 2016

Memorandum of Understanding

As per a negotiated agreement between the Town of West Seneca and the West Seneca Central School District, the said parties enter into an agreement to provide a police presence in the West Seneca School District. All parties agree to the following:

- A. Effective January 1, 2017, The West Seneca Police Department will assign four (4) Police Officers to the West Seneca School District to act in the capacity of School Resource Officers. The Police Department will assign, on a full-time basis, one officer to the West Seneca West Senior High, one officer to the West Seneca East Senior High, and one officer to each of the West Seneca Middle schools, five days per week, while schools are in session, for the traditional school year, commencing on January 01, 2017 and continuing for a four (4) year period.
- B. On the first of each month, The West Seneca Central School District will reimburse the Town of West Seneca the calculated monetary sum of the officers' contractual salary steps, per the bargaining agreement in place between the Town of West Seneca and the West Seneca Police Benevolent Association for the four (4) year period beginning January 01, 2017 and concluding January 1, 2021.
- C. Furthermore, the Police Department will provide one (1) additional School Resource Officer for the purposes of monitoring the elementary school buildings within the District at no additional cost to the West Seneca Central School District.

The reimbursement schedule shall be set per the following formulary:

1. 2017

$\$41.71/\text{hr} \times 40 \text{ hrs/week} = \$1,668.40$ per officer.

$\$1,668.40 \times 4 \text{ officers} = \$6,673.60$ per week $\times 40 \text{ weeks} = \$266,944.00$

$\$266,944.00 / 12 \text{ months} = \$22,245.33$ per reimbursement payment.

2. 2018

$\$42.75/\text{hr} \times 40 \text{ hrs/week} = \$1,710.00$ per officer.

$\$1,710.00 \times 4 \text{ officers} = \$6,840.00$ per week $\times 40 \text{ weeks} = \$273,600.00$.

$\$273,600.00 / 12 \text{ months} = \$22,800.00$ per reimbursement payment.

3. 2019

$\$43.72/\text{hr} \times 40 \text{ hrs/week} = \$1,748.80$ per officer.

$\$1,748.80 \times 4 \text{ officers} = \$6,995.20$ per week $\times 40 \text{ weeks} = \$279,808.00$.

$\$279,808.00 / 12 \text{ months} = \$23,317.33$ per reimbursement payment.

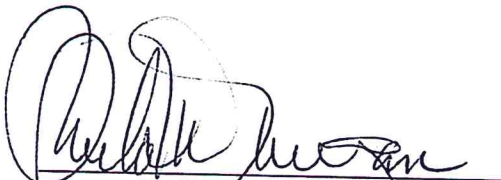
4. 2020

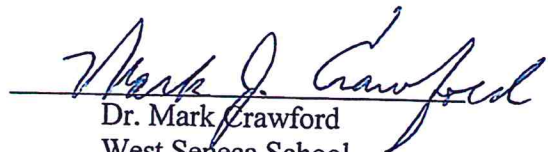
$\$44.70/\text{hr} \times 40 \text{ hrs/week} = \$1,788.00$ per officer.

$\$1,788.00 \times 4 \text{ officers} = \$7,152.00$ per week $\times 40 \text{ weeks} = \$286,080.00$.


$\$286,080.00 / 12 \text{ months} = \$23,840.00$ per reimbursement payment.

- D. The aforementioned agreed deployment and salary reimbursement schedule can be renegotiated as necessary when Police Department staffing issues arise due to promotions, retirements, or unforeseen circumstances that require the number of assigned officers to decrease. Furthermore, the Police Department will make every effort to maintain the deployment numbers and reassign officers for the maximum coverage possible to the District.
- E. The Police Officers assigned to the SRO Program may be utilized in the District during intermittent summer programs; however the officers will primarily be utilized by the Town Police Department for "traditional" law enforcement operations during the District's summer break.
- E. It is further understood that the officers assigned to the SRO Program may be temporarily removed from the District assignment and utilized for other Town law enforcement needs during periods of emergencies when manpower levels necessitate additional police resources to address critical areas of public safety, or when they are needed for mandatory training assignments. Conversely, the Town will supply additional police resources, as appropriate, during times of emergency situations necessitating police actions in the District.
- F. The listed parties herein, or their designees, shall reconvene for discussions of an extension to this agreement or renegotiate same, on or about July 1, 2020, unless another timetable is set agreeable to both parties.


Sheila M. Meegan
West Seneca Town Supervisor


Dr. Mark Crawford
West Seneca School
Superintendent

12-19-2016
Date


Daniel M. Denz
Chief of Police