



## Town of West Seneca

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# MEMO

To: The Honorable Town Board

From: Tina M. Hawthorne, Town Attorney

Date: August 10, 2021

Subject: Municipal Cooperation Agreement – Addendum #2  
School Resource Officers

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Please see the attached Municipal Cooperation Agreement for an extension of the December 19, 2016 School Resource Agreement. West Seneca students are returning to school full-time in September 2021 and the need for school resource officers will be there. 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 extended the terms of the Agreement for services to be provided during the period January 1, 2021 through June 30, 2021; and

**WHEREAS**, the students are returning to full-time, in-person schooling in September of 2021, and pursuant to Article 5-G and Section 208-a of the General Municipal Law, the Town and the District seek to extend the terms of the Agreement for services to be provided during the period July 1, 2021 through June 20, 2024; and

**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 July 1, 2021 to June 30, 2024.

**MUNICIPAL COOPERATION AGREEMENT  
SCHOOL RESOURCE OFFICERS  
2<sup>nd</sup> Addendum**

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 1397 Orchard Park 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 extended the terms of said Agreement by written addendum dated January 28, 2021 covering the period from January 1, 2021 through June 30, 2021; and

WHEREAS, pursuant to Article 5-G and Section 208-a of the General Municipal Law, the Town and the District now wish to extend the terms of said Agreement through the end of the 2023-2024 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, 2016 Agreement between the Town and the District for shared services of the School Resource Officers, which was extended by written addendum dated January 28, 2021, shall be further extended and remain in full force and effect for the period July 1, 2021 through June 30, 2024.
2. Consistent with the original Agreement, 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.

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:

**2021**

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

**2022**

$\$45.82/\text{hr} \times 40 \text{ hrs/week} = \$1,832.80$  per officer  
 $\$1,832.80 \times 4 \text{ officers} = \$7,331.20$  per week  $\times 40 \text{ weeks} = \$293,248.00$   
 $\$293,248.00/12 \text{ months} = \$24,437.33$  per reimbursement payment

**2023**

$\$46.96/\text{hr} \times 40 \text{ hrs/week} = \$1,878.40$  per officer  
 $\$1,878.40 \times 4 \text{ officers} = \$7,513.60$  per week  $\times 40 \text{ weeks} = \$300,544.00$   
 $\$300,544.00/12 \text{ months} = \$25,045.33$  per reimbursement payment

**2024 \* determined by the Collective Bargaining Agreement with PBA, in effect at that time**

$\$ \text{ unknown}/\text{hr} \times 40 \text{ hrs/week} = \$\text{TBD}$  per officer  
 $\$\text{TBD} \times 4 \text{ officers} = \$\text{TBD}$  per week  $\times 40 \text{ weeks} = \$\text{TBD}$   
 $\$\text{TBD}/12 \text{ months} = \$\text{TBD}$  per reimbursement payment

4. This Agreement constitutes the entire agreement between the parties and shall serve as a second (2<sup>nd</sup>) 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: \_\_\_\_\_

SUPERINTENDENT OF SCHOOLS  
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 A. 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, Superintendent of Schools, 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