

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made by and between the KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT, 1500 Colvin Boulevard, Tonawanda, New York 14223 ("KTSD") and the TOWN OF TONAWANDA, NEW YORK, a municipal corporation with offices located at 2919 Delaware Avenue, Kenmore, New York 14217 (the "Town").

WHEREAS, New York General Municipal Law Article 5-G authorizes local government bodies to contract with each other to provide services; and

WHEREAS, KTSD has a need for the placement of a School Resource Officer (SRO) at Kenmore East Senior High School and Kenmore West Senior High School (the "School(s)"), both located with the Town, to provide increased security and to foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies; and

WHEREAS, the parties herein have previously entered into an agreement to provide police officers on the Schools' premises as SROs; and

WHEREAS, the parties herein find it to be in their best interest to continue the use of police officers as SROs at the Schools for a mutually agreeable term;

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereto agree as follows:

1. **Assignment of SROs.** The Town agrees to assign two (2) police officers to serve as SROs at the Schools while school is in session beginning on or about July 1, 2016 and continuing throughout the term of this Agreement. Such officers shall be

properly trained by the Town under applicable regulations as an SRO and assigned pursuant to the terms of the Town's Collective Bargaining Agreement with the Town of Tonawanda Police Club and any Memoranda of Understanding on this issue.

The SROs shall remain under the control of the Chief of Police and/or his designee, and shall not be considered as employees of KTSD for any purpose. To the extent possible based upon the Town's legal obligations, the Chief of Police shall consider input from KTSD relative to the assignment and/or placement of the SROs at the Schools, but the Chief shall retain complete authority over those decisions. The SROs shall coordinate and communicate with the Principal of the school to which he/she is assigned relative to the performance of his/her duties.

2. **Cost.** The full cost of two (2) SROs, including training, assignment, wages and benefits (Social Security, Medicare, taxes, retirement contributions, workers compensation insurance, unemployment insurance, health insurance, sick and holiday leave) shall be paid by the Town. KTSD agrees to reimburse the Town within thirty (30) days of receipt of an invoice for the full cost of one SRO, plus fifty percent (50%) of the full cost of the second SRO. The Town will be responsible for sending the monthly invoice to the KTSD.

Should KTSD decline the services of the SROs during winter, spring and/or summer recesses, it shall be responsible only for the cost of the SROs at the lowest contractually obligated rate and shall reimburse the Town for the full cost of the wages and fringe benefits attributable to the officer for that period of time.

3. **Duties and Responsibilities.** The parties herein agree that the primary responsibility of the SRO shall be to provide additional security on the Schools'

premises. Any additional duties shall be agreed upon by the Superintendent of Schools and Chief of Police, subject to the parties' respective legal and contractual obligations and approval of counsel.

4. **Term.** This Agreement shall be effective as of July 1, 2016 and terminate on June 30, 2017. It shall be renewable for a mutually agreeable term in accordance with General Municipal Law §119-o(j) by the parties herein following a review of its terms and conditions.

5. **Termination.**

(a) The Town agrees to notify KTSD of any retirements or other personnel changes within the Police Department that will impact its ability to assign a police officer to serve as an SRO at the Schools during the term of this Agreement. KTSD shall notify the Town on or before May 1st whether it wishes to continue the SRO program such that an additional officer may be hired to maintain adequate personnel within the Police Department.

Should KTSD decline to request the hiring of one or more officer(s) to continue the program, this Agreement shall terminate upon a determination by the Chief of Police that adequate personnel no longer exist(s) in the Police Department to assign one or more SRO(s) to the Schools. KTSD shall remain responsible for the full cost of any officer hired by the Town to allow for the assignment of the SRO to the Schools until such time as he/she can be reassigned within the Police Department at no additional cost to the Town, regardless of the termination date of this Agreement.

(b) KTSD may terminate this Agreement on thirty (30) days prior written notice upon receipt of confirmation of a material, adverse funding reduction to KTSD for

whatever reason. In the event of such termination by KTSD, KTSD shall remain responsible for its share of the SROs based on the full cost of the least senior officer in the Police Department, including wage and fringe benefits at the contractually obligated rate(s), until such time that the SRO(s) can be reassigned within the Department following current retirements or other personnel changes within the Police Department, regardless of the termination date of this Agreement.

6. **Notices.** All notices, demands and requests required under this Agreement shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if delivered personally or sent by United States Registered or Certified Mail, postage prepaid, or by prepaid, recognized guaranteed overnight delivery service, addressed to the Town and/or KTSD at:

Town: The Town of Tonawanda, New York
2919 Delaware Avenue
Kenmore, New York 14217
Attn: Town Supervisor

And to KTSD at: Kenmore – Town of Tonawanda
Union Free School District
1500 Colvin Boulevard
Buffalo, New York 14223
Attn: Superintendent of Schools.

7. **Force Majeure.** In the event that either the Town or KTSD shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of Act of God, strikes, lockouts, labor troubles, inability to procure materials (including energy), power, casualty, inclement weather, restrictive governmental laws, orders or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required

under the terms of this Agreement, then performance of any such act shall be extended for a period equivalent to the period of such delay.

8. **Indemnity.**

(a) KTSD covenants and agrees to indemnify and save harmless the Town, its Town Board, Officers, Employees and Agents, from and against any and all claims, actions, damages, liability, loss and expense, including attorneys' fees, arising from or out of any occurrence in or upon the School(s)' premises, which is caused wholly, or in part, by any act or omission of the KTSD, its Officers, Employees, and/or Agents, in the performance of this Agreement;

(b) The Town covenants and agrees to indemnify and save harmless KTSD, its Board, Officers, Administrators, Employees and Agents from and against any and all claims, actions, damages, liability, loss and expense, including attorneys' fees, arising from or out of any occurrence in or upon the School(s)' premises, which is caused wholly, or in part, by any act or omission of the Town, its Officers, Employees, and/or Agents in the performance of this Agreement.

9. **Miscellaneous.**

(a) **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

(b) **Governing Law.** The governing law of this Agreement shall be construed and enforced in accordance with the laws of the State of New York.

(c) **Entire Agreement.** Upon the execution and delivery hereof, this instrument shall constitute the entire agreement between the parties. This Agreement

cannot be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

TOWN: TOWN OF TONAWANDA, NEW YORK

By: _____
Name: Joseph H. Emminger
Title: Supervisor

KTSD: KENMORE – TOWN OF TONAWANDA
UNION FREE SCHOOL DISTRICT

By: _____
Name: Dawn Mirand
Title: Superintendent of Schools

By: _____
Name: Jill O'Malley
Title: Board of Education President

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the _____ day of _____, in the year 2016, before me, the undersigned, personally appeared **Joseph H. Emminger**, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the _____ day of _____, in the year 2016, before me, the undersigned, personally appeared **Dawn Mirand**, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the _____ day of _____, in the year 2016, before me, the undersigned, personally appeared **Jill O'Malley**, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public