

Inter-Municipal Agreement School Resource Officer

THIS AGREEMENT between the Town of Webster, Monroe County, New York, a municipal corporation having offices at 1000 Ridge Road, Webster, New York 14580, hereinafter referred, for the purposes of this agreement, as the “TOWN” or “POLICE DEPARTMENT”, and the Webster Central School DISTRICT, a school DISTRICT with a principal address at 119 South Avenue, Webster, New York 14580, hereinafter referred as the “DISTRICT”; and

Whereas, the TOWN, by its Police Department, employs sworn Police Officers, each of whom are capable of performing the duties and functions of a School Resource Officer, (SRO), which (or who) is assigned to provide law enforcement expertise and resources to assist school staff in maintaining safety and order within their assigned school(s); and

Whereas, this agreement formalizes the relationship between the DISTRICT and the TOWN in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the youth of our community; and

Whereas, the mission, goals, and objectives of the SRO program is the reduction and prevention of school related violence and crime, more particularly crimes committed by juveniles and young adults. The SRO program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. The goals of the SRO program are to reduce incidents of school violence, reduce criminal offenses committed by juveniles and young adults, establish a rapport between the SROs and the student population, and establish a rapport between the SROs and school staff;

Now, therefore, in consideration of the mutual covenants and conditions herein, it is agreed

Roles, Responsibilities and Assignment of the SRO

1. The TOWN will provide two School Resource Officers (SRO). Any SRO(s) provided shall be sworn Webster Police Officer(s) assigned to provide law enforcement expertise and resources to assist school staff in maintaining safety and order within their assigned school(s) during the 2024-2025 year commencing September 1, 2024 and ending on June 30, 2025. The SRO’s assignment during the summer recess period, herein defined as July 1st to August 31st, will be at the sole discretion of the Chief of Police. The DISTRICT may request that any individual SRO, on the basis of performance, be reassigned to alternative duties during the course of the academic year, and/or replaced in his or her duties as a SRO by an alternative officer; the TOWN agrees that it will receive and consider any such requests from the DISTRICT.

2. The SRO's assigned school buildings, grounds, and surroundings will be the SRO's patrol area. The SRO's responsibility is to answer and address calls for service and coordinate the police response to the school. In the event a situation requires police involvement school staff should call 911 and notify the SRO if possible.
3. The SRO's duty schedule will be determined by the TOWN, after consultation with the DISTRICT, through its Police Department, but will generally be arranged to provide coverage throughout the school day including arrival and dismissal times.
4. The SRO(s) will wear a regulation police uniform and operate a police vehicle while on duty unless otherwise authorized by a Police Department supervisor.
5. The SRO(s) reports to the supervisor of the Police Department's Operation Bureau.
6. SROs are primarily law enforcement officers. The SRO(s) shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain under the control, through the chain of command, of the Webster Police Department. To the extent that any SRO(s) is subject to discipline resulting from the performance of his or her duties (or failure to perform the same) within the scope of this agreement, such discipline may only be administered by the Police Department and in accordance with all of the applicable laws, rules, regulations and contractual obligations observed by the Department.
7. The SRO(s) will, whenever practical, enforce criminal law and protect the students, staff, and public at large against criminal activity.
8. The SRO(s) will complete reports and investigate crimes committed on campus or refer such investigations to the Police Department.
9. The SRO(s) should, whenever practical, coordinate investigative procedures between law enforcement and school administrators.
10. The SRO(s) should be highly visible throughout the campus and spend the majority of his/her duty hours interacting with students and school staff.
11. The SRO(s) should work in conjunction with DISTRICT staff to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students or school activities.
12. The SRO(s) should participate and advise DISTRICT staff of areas of risk assessment and threat assessment at his/her assigned school building.

13. The SRO(s) shall notify DISTRICT staff and the supervisor of the Operation Bureau (SRO Supervisor) if it is necessary for the SRO(s) to be stationed off campus during his/her duty hours.
14. The SRO(s) will be deployed to the Webster Schroeder and Webster Thomas High Schools at the discretion of the Administrative Bureau Supervisor with input from DISTRICT staff.
15. The SRO(s) will be assigned to the Webster Police Department Operation Bureau and will report to the Operation Bureau supervisor for assignment during school breaks.
16. The Webster Police Department reserves the right to temporarily redeploy the SRO(s) in order to maintain proper road patrol staffing, and during critical incidents or natural disasters which would require additional officers.
17. The SRO(s) will schedule his/her time off and vacation days at the same time as school days off and school vacation times.

Roles and Responsibilities of the SRO Supervisor (the Supervisor of the Operation Bureau)

1. The SRO Supervisor will coordinate work assignments of the SRO(s) at various campuses in consultation with school principals and other DISTRICT staff, as necessary.
2. The SRO supervisor will ensure that the SRO(s) are complying with TOWN directives and cooperating with DISTRICT plans and procedures as much as possible.
3. The SRO supervisor will coordinate scheduling and work hours of the SRO(s) (vacation, sick leave, etc.)
4. The SRO supervisor will communicate with DISTRICT staff to ensure the SRO program is operating in the most effective way possible. This includes receiving and assessing information regarding the performance of the SRO(s) from DISTRICT staff and incorporating such information into any performance-based evaluations administered to the SRO(s) by the Police Department during the term of the officer's assignment as an SRO. The SRO(s) will additionally be responsible for contacting DISTRICT staff as needed to obtain clarification or additional data relating to the aforementioned information.

Roles and Responsibilities of the DISTRICT

1. DISTRICT staff should facilitate effective communication between the SRO(s) and school staff. DISTRICT staff should meet regularly with the SRO(s) and with the SRO supervisor.
2. DISTRICT staff should provide feedback to the SRO supervisor regarding the performance of the SRO(s) and the effectiveness of the SRO program.
3. DISTRICT staff should provide information to the SRO supervisor for the SRO(s)'s annual performance evaluation. DISTRICT staff will be responsible for furnishing to the SRO supervisor any information in support of a DISTRICT request that an SRO(s) be reassigned, and/or another officer be assigned in place of a current SRO(s), on the basis of performance.
4. DISTRICT staff is encouraged to include the SRO(s) in staff/administrative meetings.
5. The school principal should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO(s).

Police Investigating and Questioning

1. The SRO(s) has authority as a police officer to stop, question, interview, and take police action without prior authorization of the principal or contacting parents.
2. DISTRICT staff shall be notified as soon as practical of any significant enforcement events. The SRO(s) should coordinate activities so that action between the agencies is cooperative and in the best interests of the school and public safety. The SRO(s) should be kept advised of investigations that involve students at his/her assigned school.
3. The DISTRICT shall make student information available to the SRO(s) in a manner consistent with FERPA and DISTRICT policy as outlined in the annual back to school newsletter. These provisions do not apply to the DISTRICT's disclosure of records created, developed, and/or maintained by the SRO(s) and or SRO supervisor acting in a capacity as a part of the DISTRICT's law enforcement unit.

Search and Seizure

1. School officials may conduct searches of students' property and person as permitted by New York State Law. The SRO(s) should not become involved in administrative searches unless specifically requested by the school to provide security, protection, or for handling of contraband. Administrative searches must be at the direction and control of DISTRICT staff. At no time shall the SRO(s) request that an administrative search be conducted for law enforcement purposes or have school staff act as his/her agent.

Term of Contract

1. This contract shall be effective September 1, 2024 and end on June 30, 2025 (initial program term).

Program Continuity and Funding

Understanding and agreeing that the School Resource Officer Program is a cooperative effort between the Town of Webster and the Webster Central School DISTRICT shall share the funding, continuity, and operational responsibilities of the program as follows:

The DISTRICT:

1. The DISTRICT will reimburse the TOWN for the DISTRICT'S share of the salary and benefits for the sworn police officer assigned to the DISTRICT, no later than 60 days after invoice date. The TOWN will invoice the DISTRICT for the actual salary and benefits for the officer for the time assigned, biannually, for September through December (January invoice), and for January through June (July invoice). The TOWN shall retain responsibility for administering the pay, benefits, and other terms and conditions of employment of the SRO(s) including, but not limited to: the determination of compensation and benefits; payroll administration; any pension service reporting; tax withholding; and the accrual and exercise of any rights, benefits and/or obligations inuring to public employees under any applicable Federal, State or local law.
2. In addition thereto, the DISTRICT will pay/reimburse the TOWN any SRO(s) overtime when such overtime is authorized by the Superintendent or Assistant Superintendent of Schools while performing duties directly related to SRO(s) duties. SRO(s) overtime for after school events will be the responsibility of the school utilizing and requesting the services of the SRO(s). The SRO(s) overtime will be billed to the DISTRICT every 30 days.

3. The DISTRICT shall provide a secure work area for the SRO(s), in his/her assigned school, equipped with a desk, chair, telephone, computer (networked into the DISTRICT network), and a securable file cabinet. The school shall provide office supplies for the SRO(s) that are routinely used in the course of normal office business and approved in the school budget. The DISTRICT shall supply the SRO(s) with a cell phone with the understanding that this phone is to be used for official business only.

General Terms:

1. This agreement may be terminated by either party by delivering written notice of such termination to the other party. It shall be renewed annually and amended as necessary to meet the needs of the signatory agencies. In the event of termination during the school year, the TOWN's obligation to provide the SRO(s) to the DISTRICT will continue until the close of the school year.
2. There will be no amendments to this agreement without written consent of both parties. This agreement may not be assigned by the TOWN or the DISTRICT without written consent. Without such consent any assignment is null and void.
3. The DISTRICT acknowledges that it is an independent contractor and not an officer, agent, partner, joint venture, or employee of the TOWN. The DISTRICT shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the TOWN.
4. The TOWN acknowledges that it is an independent contractor and not an officer, agent, partner, joint venture, or employee of the DISTRICT. The TOWN shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the DISTRICT.
5. Each party reserves the right, after consultation with the other party and upon thirty (30) days notice, to terminate this contract should the other party fail to perform the services described in a manner satisfactory to the terminating party. During the 30-day notice period, the parties agree to discuss and attempt to resolve the underlying basis for the termination of the contract.
6. The DISTRICT agrees that it will, at its own expense, indemnify and hold harmless the TOWN and/or all employees of the TOWN, its officers and agents, from all liability of claims, fines, fees, penalties, attorney fees, liability, judgment, costs, causes of action, damages, expenses, and costs for or arising out of the performance or failure to perform the work, labor and services by the DISTRICT, its agents, servants or employees whether caused by negligence of the part of the DISTRICT or by anyone acting by, through or for the DISTRICT.

7. The TOWN agrees that it will, at its own expense, indemnify and hold harmless the DISTRICT and/or all employees of the DISTRICT, its officers and agents, from all liability of claims, fines, fees, penalties, attorney fees, liability, judgment, costs, causes of action, damages, expenses, and costs for or arising out of the performance or failure to perform the work, labor and services by the TOWN, its agents, servants or employees whether caused by negligence of the part of the TOWN or by anyone acting by, through or for the TOWN. The period of indemnification and hold harmless is limited to the period from which the TOWN received the referral until the closure of the case by the TOWN.
8. As part of its obligation to indemnify and hold harmless, the DISTRICT, its officers, agents and employees, as set forth above, the TOWN agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below:
 - a. Workers' Compensation Insurance: a policy covering operations of the TOWN in accordance with the Workers' Compensation Law, covering all operations under the Agreement; a certificate of insurance or other proof that Workers' Compensation coverage is in effect shall be provided before the start date of this Agreement.
 - b. Liability and Property Damage Insurance issued to the TOWN and covering the liability for damages imposed by law upon the TOWN with respect to all work performed by the TOWN under this Agreement naming the DISTRICT additional insured.
9. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding on the TOWN and DISTRICT, and their partners, successors, assigns, and legal representatives. Neither the DISTRICT nor the TOWN shall have the right to assign, transfer, or sublet its interests or obligations hereunder without the written consent of the other party.
10. This Agreement constitutes the entire Agreement between the parties, and supersedes any and all prior proposals, negotiations and agreements, whether written or oral. 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.
11. In the event the terms and conditions of this agreement are not strictly enforced by the TOWN or the DISTRICT, such non-enforcement shall not act as a waiver or amendment of this Agreement, nor shall such non-enforcement prevent either the TOWN or the DISTRICT from enforcing every term of this Agreement thereafter.
12. The DISTRICT and the TOWN and their respective agents or employees, shall strictly comply with all Federal, State and local laws, rules and regulations

applicable to the performance of this Agreement. Furthermore, every provision of law required to be inserted in this Agreement shall be deemed so inserted, and this Agreement shall be read and enforced as if such provisions were so inserted.

13. This Agreement shall be governed by and under 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 Monroe, State of New York.
14. 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 written above.

DATE: _____

SIGNED: _____
Supervisor, Town of Webster

DATE: _____

SIGNED: _____
Superintendent, W. C. S. D.

(State of New York)
(County of Monroe)

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Thomas Flaherty**, 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; that he/she executed the foregoing instrument in accordance with Resolution No. _____ of _____ adopted by the Webster Town Board on

_____ , _____ .
(month) (day) (year)

Notary Public

(State of New York)
(County of Monroe)

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brian Neenan**, 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; that he/she executed the foregoing instrument in accordance with Resolution No. _____ of _____ adopted by the Webster Central School DISTRICT, Board of Education on _____ , _____ .
(month) (day) (year)

Notary Public