



Resolution RES-20100217.6: AUTHORIZE SUPERVISOR TO SIGN TOWN OF PORTVILLE, VILLAGE OF PORTVILLE, PORTVILLE CENTRAL SCHOOL DISTRICT AGREEMENT FOR VILLAGE TO PROVIDE POLICE SERVICES TO THE PORTVILLE CENTRAL SCHOOL DISTRICT

Whereas, The Portville Central School District has need of police services provided by the Village of Portville; and,

The Village of Portville is in agreement to provide said services to the Portville Central School District that is located within the Town given the Town of Portville’s authorization for the Village of Portville to do so; and,

The Town of Portville wants to facilitate the need of the Portville Central School District and the desire to provide said service by the Village of Portville; and,

Said service by the Village of Portville shall have no economic or cost impact upon the Town of Portville.

Now therefore, Be it enacted by the Town Board of the Town of Portville that:

The Town of Portville authorizes the town supervisor to sign an agreement between the Portville Central School District, Village of Portville and Town of Portville for a term not to exceed six years or less if the parties thereto desire it to be less.

Approved this 17th day of February, 2010, in the Town of Portville, County of Cattaraugus, State of New York,

James Parks
Town Clerk
Town of Portville
PO Box 630
1102 Olean-Portville Road
Portville, NY 14770

**COOPERATIVE AGREEMENT
BETWEEN THE
TOWN OF PORTVILLE, VILLAGE OF PORTVILLE, AND
PORTVILLE CENTRAL SCHOOL DISTRICT
ALL OF CATTARAUGUS COUNTY, STATE OF NEW YORK
PURSUANT TO GENERAL MUNICIPAL LAW, ARTICLE 5-g**

This Agreement is dated the 8th day of February, 2010, by and between

VILLAGE OF PORTVILLE, Cattaraugus County, New York, a municipal corporation having offices at 1 South Main Street, Portville, New York 14770 (hereinafter referred to as "Village")

-and-

TOWN OF PORTVILLE, Cattaraugus County, New York, a municipal corporation having offices at Olean-Portville Road, Portville, New York 14770 (hereinafter referred to as "Town")

-and-

PORTVILLE CENTRAL SCHOOL DISTRICT, a municipal corporation having offices at Elm Street, Portville, New York 14770 (hereinafter referred to as "School")

WHEREAS, the Village of Portville continues to maintain such police force and is ready, willing and able to provide police protection services to the Portville Central School District in the Town of Portville; and

WHEREAS, Portville Central School District desires to continue to have police protection and police services for the Portville Central School District property, buildings, personnel, and students; and

WHEREAS, the Village of Portville has authority to maintain said Police Department and provide such police protection services and the Town of Portville similarly has such municipal powers and the Portville Central School District has the statutory powers pursuant to the Education Law of the State of New York to take such acts as are necessary for the maintenance and preservation of the Portville Central School District property and to ensure the safety of its employees, students and visitors; and

WHEREAS, the General Municipal Law of the State of New York, Article 5-G, particularly Section 119-0, provides for cooperative agreements by which municipal governments agree upon mutually acceptable terms and conditions to jointly fulfill their statutory duties and obligations;

NOW, THEREFORE, the parties agree as follows:

- (1) That the Village shall provide general police patrol and protection services to the School, which shall include, periodic and routine surveillance of the School properties in the Town, responding to requests for police protection aid and services by School personnel as needed when such police officers are on regular duty to the extent provided for under the terms of this Agreement.
- (2) The term of this Agreement shall be from June 1, 2010 through May 31, 2013.
- (3) Pursuant to this Agreement, the Town agrees to extend the Village police officers' jurisdiction in all matters necessary to fulfill police protection services as provided for herein to the School, except such services that are expressly excluded below:
 - (a) Services that are being performed or provided to the School by any School Resource Officer engaged to provide police and/or other police protection services for the School,
 - (b) Services that are being provided for or performed by a Town Constable or other police agency providing police protection services for the Town of Portville or Portville Central School District,
 - (c) Police supervision of games, extracurricular activities or school dances held at the Portville Central School District, except as provided for otherwise herein,
 - (d) Police protection services or requests for assistance during off-duty hours.
The services shall not include police protection assistance when Village police officers are not on duty.
- (4) The Town and School agree to pay the Village for such general police protection services rendered to the School as follows:
 - A. During the period of June 1, 2010 through May 31, 2011, School shall pay the Village the sum of \$1,195.00 plus \$15.00 per hour for each Village Police Officer providing Village Police Services at school games and dances sponsored by and held at the School;
 - B. During the period of June 1, 2011 through May 31, 2012, School shall pay the Village the sum of \$1,231.00 (3% increase from previous year) plus \$15.00 per hour for each Village Police Officer providing Village Police Services at school games and dances sponsored by and held at the School; and
 - C. During the period of June 1, 2012 through May 31, 2013, the Town and School shall pay the Village the sum of \$1,267.00 (3% increase from previous year) plus \$15.00 per hour for each Village Police Officer providing Village Police Services at school games and dances sponsored by and held at the School.
- (5) The undersigned parties warrant and represent that the agreement has been approved by majority vote of the voting strength of its respective governing body.

- (6) To the fullest extent provided by law, the Village agrees to indemnify, hold harmless and defend the Town and School, its agents, officers and employees against loss, expense or damages as a result of the gross negligence and/or negligence of the Village and its police officers in carrying out the provisions of the police services during the term of this agreement. The Village agrees to maintain comprehensive general liability and police professional liability insurance with regard to the activities covered by this agreement of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Town and School shall be listed as additional insureds on the Village's policy(ies) of insurance, and shall be notified of any cancellation or expiration at least twenty (20) days prior to the effective date of such cancellation or expiration.
- (7) To the fullest extent provided by law, the Town and School agree to indemnify, hold harmless and defend the Village, its agents, officers and employees against loss, expense or damages as a result of the gross negligence and/or negligence of the Town and School during the term of this agreement. The Town and School agree to maintain comprehensive general liability and police professional liability insurance with regard to the activities covered by this agreement of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Village shall be listed as additional insureds on the Town and School's policy(ies) of insurance, and shall be notified of any cancellation or expiration at least twenty (20) days prior to the effective date of such cancellation or expiration.
- (8) This agreement constitutes the entire agreement of the parties. No modification, amendment, supplement of any provision, or cancellation thereof shall be valid unless in writing and signed by the parties.
- (9) The doctrine of severability shall apply to this agreement. In the event that any provision of this agreement is or becomes invalid under any provision of Federal, State or Local Law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- (10) The parties shall have the right to terminate and cancel this agreement upon 30 days prior written notification to cancel the agreement. Notwithstanding any other provision of this agreement to the contrary, if, at the time of such early termination, as set forth herein, the Town and/or School have not fully paid for the services in this agreement to the Village for the past services rendered, the Town and/or School shall pay such amounts due the Village.
- (11) No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way effect any other provision, term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

(10) This contract shall not be assigned by any party hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

VILLAGE OF PORTVILLE

By _____
Tim Emley - Mayor

TOWN OF PORTVILLE

By _____
Harry "Terry" Keeley - Supervisor

PORTVILLE CENTRAL SCHOOL DISTRICT

By _____
Thomas J. Simon - Superintendent