

**Auburn City Council  
Regular Meeting  
Thursday, September 15, 2016 6:00 P.M.  
City Council Chambers  
Memorial City Hall  
24 South St.  
Auburn, NY 13021**

**Minutes**

The meeting of the Auburn City Council was called to order at 6:00PM in the City Council Chambers 24 South St. Auburn NY by Mayor Quill.

**1. Roll Call** – The City Clerk called the roll. Councilors McCormick, Giannettino, Cuddy, Carabajal, and Mayor Quill were all present.

**The following City Staff was present for the regular meeting:**

- Interim City Manager, Jeff Dygert
- Corporation Counsel, John Rossi
- City Clerk, Charles Mason
- City Comptroller, Laura Wills
- Acting Assistant City Manager, Jennifer Haines
- Superintendent of Engineering, William Lupien
- Director of Municipal Utilities, Seth Jensen
- Director of Capital Improvement Program and Grants, Christina Selvek

**2. Pledge of Allegiance to the Flag** – Mayor Quill led the Pledge of Allegiance.

**3. Moment of Silent Prayer or Reflection** – Mayor Quill asked for a moment of silent prayer.

**4. Public Announcements** –

The City Clerk read the weekly announcements:

a. The next meeting of the Auburn Industrial Development Authority will be held on Wednesday, September 21, 2016 at 5:00 p.m. at the Chamber of Commerce offices first floor conference room located at 2 State Street, Auburn, NY.

b. There will be an upcoming Electronics Recycling Event held on September 24, 2016 from 9:00 AM – 1:00 PM at the Cayuga-Onondaga BOCES, 1879 W. Genesee St. Rd., Auburn, NY. More information may be found at the City website [www.AuburnNY.gov](http://www.AuburnNY.gov)

**5. Ceremonial Presentations and Proclamations** –

**6. Public to be Heard** – Mayor Quill opened the Public to be Heard portion of the Council

meeting and the Clerk read the Public to be Heard rules.

Tom Maye, 53 Mary Street

Mr. Maye spoke about unsatisfactory conditions of facilities at Clifford Field and clubhouse. He presented the Council with a petition about the topic signed by concerned citizens. He encouraged the Council to find funding to address the matter.

Mary Anne Maye, 53 Mary Street

Ms. Maye spoke about unsatisfactory conditions of facilities at Clifford Field and clubhouse. She encouraged the Council to find funding to address the matter.

Charles LaDouce, 62 Mary Street

Mr. LaDouce spoke about unsatisfactory conditions of facilities at Clifford Field and clubhouse. He encouraged the Council to find funding to address the matter.

## **7. Approval of Meeting Minutes:**

### **August 25, 2016 Council Meeting Minutes**

Motion to approve the August 25, 2016 minutes by Councilor Giannettino, seconded by Councilor Carabajal.

The motion to approve carried 4-0. Councilors Giannettino, Cuddy, Carabajal and Mayor Quill all voting aye. Councilor McCormick abstained.

### **September 8, 2016 Council Meeting Minutes**

Motion to approve the September 8, 2016 minutes by Councilor Carabajal, seconded by Councilor Cuddy.

The motion to approve carried 5-0. Councilors McCormick, Giannettino, Cuddy, Carabajal and Mayor Quill all voting aye.

## **8. Reports of City Officials**

### **A. City Manager's Report,**

- Reported on updates regarding the Mill Street and N. Division Street Hydroelectric facilities.
- Reported that the Director of Municipal Utilities has prepared a proposal for a water GIS integration project and that the Council will be asked to consider the topic at the September 22, 2016 Council meeting.
- Reported that city staff of the water filtration plant and the fire department successfully completed an inspection of the City's water intake pipe that takes water from Owasco Lake.

### **B. Reports from members of Council**

- Councilor Giannettino reported on the most recent Historic and Cultural Sites Commission meeting that was held on Wednesday, September 14, 2016 at the Schweinfurth Art Center.
- Councilor McCormick thanked the City staff that provided a tour of the N. Division Street Hydroelectric facility construction to the Council.

## **9. Matters to Come Before Council**

### **A. State Environmental Quality Review Act Resolutions (SEQR) – None**

**B. Ordinances - None**

**C. Local Laws – None**

**D. Resolutions**

**D1. FINANCIAL RESOLUTION #137 OF 2016. AUTHORIZING A CHANGE IN THE FUNDING MECHANISM OF THE OWASCO WATERSHED INSPECTION PROGRAM**

By Councilor McCormick

September 15, 2016

**WHEREAS**, the City of Auburn understands the importance of protecting the watershed and drinking water supply for the City residents and surrounding communities and has chosen to support through the water rate the Owasco Watershed Inspection Program at 6.3 cents per 100 cubic feet of water usage; and,

**WHEREAS**, the Program’s budget does not vary with consumption and therefore basing their revenue on consumption leads to volatility and uncertainty in a program deemed important by the City of Auburn; and,

**WHEREAS**, the City has \$125,000 budgeted as an estimate to pay for the Watershed Inspection Program and is desirous to pass this budgeted item to the program as the Water fund is more able to absorb the volatility in consumption as this budget item is less than 3% of the Water fund budget.

**NOW THEREFORE BE IT RESOLVED**, that the Auburn City Council amends the funding mechanism for the Owasco Watershed Inspection program from consumption based to \$125,000 paid on a quarterly basis for the 2016-17 fiscal year and to be budgeted on an annual basis thereafter.

Seconded by Councilor Cuddy

	Ayes	Noes
Councilor McCormick	X	
Councilor Giannettino	X	
Councilor Cuddy	X	
Councilor Carabajal	X	
Mayor Quill	X	
Carried and Adopted	X	

*I do hereby certify that the foregoing is a correct copy of the vote for Council Resolution #137 of 2016 of the City Council of the City of Auburn, N.Y., at a regular meeting thereof, held*

*in the Council Chambers, Memorial City Hall, in said city, on the 15th day of September, 2016 and that the City Council approved such by the vote listed above.*

*Charles Mason, City Clerk Date: September 16, 2016*

**D2. COUNCIL RESOLUTION #138 of 2016. AUTHORIZING THE CITY OF AUBURN TO ENTER INTO A MUNICIPAL COOPERATION AGREEMENT WITH THE CAYUGA COUNTY HEALTH CONSORTIUM.**

**The City Clerk read Resolution #138 of 2016. Following Council discussion Councilor McCormick made a motion to amend the final paragraph of the resolution in the following manner:**

**NOW, THEREFORE, BE IT RESOLVED** that the Auburn City Council does hereby approve the City of Auburn ~~entering into~~ **staff to negotiate** a Municipal Cooperation Agreement joining the Cayuga County Health Consortium to become a participant in that program.

**The motion to amend was seconded by Councilor Giannettino. The motion to amend carried 5-0 with all members voting aye.**

**COUNCIL RESOLUTION #138 of 2016. AUTHORIZING THE CITY OF AUBURN TO ENTER INTO A MUNICIPAL COOPERATION AGREEMENT WITH THE CAYUGA COUNTY HEALTH CONSORTIUM –As Amended**

By Councilor Giannettino

September 15, 2016

**WHEREAS**, the City of Auburn Health Benefits Committee is composed of representatives of the union and unrepresented groups employed by the City; and

**WHEREAS**, over the past year, this Committee has explored joining the Cayuga County Health Consortium, hereinafter referred to as the “Consortium”, in order to decrease premiums which will benefit the City employees; and

**WHEREAS**, the City is self-insured, meaning that the City pays all claims against health insurance and that City premiums were based upon expected costs as projected by our consultants and their actuaries; and

**WHEREAS**, over the past two years the City has seen a significant increase in health insurance costs due to increases in medical trends as well as large claim activity; and

**WHEREAS**, in fiscal year 2015, the City’s premiums did not cover the actual cost and in fiscal year 2016, the City’s premiums were deficient by approximately \$486,000; and

**WHEREAS**, making a switch to the Consortium will allow the City to budget to actual and projected premiums, instead of having to budget above these amounts due to known self-insurance risks; and

**WHEREAS**, the current City plans will move to the Consortium with no change in plan design, deductible amount, copay/coinsurance amounts or grandfather status and it is recognized

that union negotiated plans cannot be changed without being negotiated, whether or not they are funded through the City or the Consortium; and

**WHEREAS**, the benefits of entering into a Municipal Cooperation Agreement with the Consortium will be beneficial to the City and its employees.

**NOW, THEREFORE, BE IT RESOLVED** that the Auburn City Council does hereby approve the City of Auburn staff to negotiate a Municipal Cooperation Agreement joining the Cayuga County Health Consortium to become a participant in that program.

Seconded by Councilor McCormick

	Ayes	Noes
Councilor McCormick	X	
Councilor Giannettino	X	
Councilor Cuddy	X	
Councilor Carabajal	X	
Mayor Quill	X	
Carried and Adopted	X	

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*Charles Mason, City Clerk Date: September 16, 2016*

**D3. AGREEMENT RESOLUTION #139 OF 2016. AUTHORIZING AN AGREEMENT WITH POPLI CONSULTING ENGINEERS FOR THE OWASCO RIVER GREENWAY TRAIL PROJECT (PIN#395051)**

The City Clerk read Resolution #139 of 2016. Following Council discussion Councilor McCormick made a motion to amend the resolution to change the amount of the funding from \$240,000.00 to \$248,000.00. The motion to amend was seconded by Councilor Giannettino. The motion to amend carried 5-0 with all members voting aye.

**AGREEMENT RESOLUTION #139 OF 2016. AUTHORIZING AN AGREEMENT WITH POPLI CONSULTING ENGINEERS FOR THE OWASCO RIVER GREENWAY TRAIL PROJECT (PIN#395051), AS AMENDED**

By Councilor Cuddy

September 15, 2016

**WHEREAS**, the Auburn City Council did, by Agreement Resolution #2 of 2016, authorize the Mayor to enter into an agreement with New York State Department of Transportation to proceed with the Owasco River Greenway Trial Project construction phases which include construction inspection services; and,

**WHEREAS**, it is necessary in furtherance of this project that a firm be awarded a contract for the construction inspection services portion of the project in an amount not to exceed \$248,000; and

**WHEREAS**, Popli Consulting Engineers is qualified to perform the construction inspection services with the contractual agreement being contingent upon the approval of the New York State Department of Transportation; and

**WHEREAS**, it is now necessary that Popli Consulting Engineers be awarded the contract for the construction inspection services portion of the Owasco River Greenway Trail project in an amount not to exceed \$248,000.

**NOW, THEREFORE, BE IT RESOLVED** that the Auburn City Council does hereby approve an award to Popli Consulting Engineers for the construction inspection services portion of the Owasco River Greenway Trail project in an amount not to exceed \$248,000, said agreement is contingent upon the approval of the New York State Department of Transportation and the Mayor is authorized to sign the agreement on behalf of the City of Auburn; and

**BE IT FURTHER RESOLVED** that the cost of the construction inspection services in the amount of \$248,000 is to be charged to the Owasco River Trail Project capital account (#HA8020-440-GM).

Seconded by Councilor McCormick

	Ayes	Noes
Councilor McCormick	X	
Councilor Giannettino	X	
Councilor Cuddy	X	
Councilor Carabajal	X	
Mayor Quill	X	
Carried and Adopted	X	

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*Charles Mason, City Clerk Date: September 16, 2016*

**D4. AGREEMENT RESOLUTION #140 OF 2016. AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF AUBURN AND THE AUBURN ENLARGED CITY SCHOOL DISTRICT FOR THE ASSIGNMENT OF SCHOOL RESOURCE OFFICERS**

The City Clerk read Resolution #140 of 2016. Following Council discussion Councilor Carabajal made a motion to amend the language in the proposed agreement to eliminate the words “during normal school days and hours” in paragraphs 4; 5-viii; and, 5-x. The motion to amend was seconded by Councilor Giannettino. The motion to amend carried 5-0 with all members voting aye.

**AGREEMENT RESOLUTION #140 OF 2016. AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF AUBURN AND THE AUBURN ENLARGED CITY SCHOOL DISTRICT FOR THE ASSIGNMENT OF SCHOOL RESOURCE OFFICERS, AS AMENDED**

By Councilor Carabjal

September 15, 2016

**WHEREAS**, the City of Auburn and the Auburn Enlarged City School District have previously entered into agreements whereby the Auburn Police Department assigns Police Officers to act as School Resource Officers at designated schools of the Auburn Enlarged City School District in order to promote communication and cooperation and to establish a partnership amongst students; and

**WHEREAS**, the assignment assists the School District to create a safe and secure environment for students and staff through law enforcement and assist in identifying and referring students with specific needs through appropriate programs and counseling; and

**WHEREAS**, the previous contract for services has expired and it is necessary to renew a contract that will provide four (4) School Resource Officers, with the School District paying the following percentages of the total salary and benefits for the four (4) SROs provided by the City of Auburn Police Department for their time spent in service to the School District (71.54% of 186/260 working days):

Fiscal Year	Percentage
2016-2017	79%
2017-2018	85%
2018-2019	90%
2019-2020	95%
2020-2021	100%

**NOW THEREFORE BE IT RESOLVED** as follows:

1. That the Auburn City Council does approve an agreement between the City of Auburn and The Auburn Enlarged City School District to provide the assignment of Auburn Police Department officers as School Resource Officers for the 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021 school years; and
2. That, upon approval by the Board of Education, the Auburn Enlarged City School District shall pay percentages as outlined in the table above, representing the total salary and benefits for the four (4) SROs provided by the City of Auburn Police Department for their time spent in service to the School District, as reimbursement for the cost of the officers so assigned for the 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021 school years; and

**BE IT FURTHER RESOLVED** that the Mayor is authorized to sign an agreement between the Auburn Enlarged City School District and the City of Auburn in order to provide the Auburn Police Department officers to be assigned as School Resource Officers for the respective school years outlined in the agreement.

Seconded by Councilor Giannettino

	Ayes	Noes
Councilor McCormick	X	
Councilor Giannettino	X	
Councilor Cuddy	X	
Councilor Carabajal	X	
Mayor Quill	X	
Carried and Adopted	X	

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*Charles Mason, City Clerk Date: September 16, 2016*

*Note: the amended proposed School Resource Officer agreement between the City of Auburn and the Auburn Enlarged City School District will be included as an attachment to these minutes.*

**F. Staff/Vendor Presentations**

**10. Other Business**

Councilor Giannettino asked if staff could follow up with information on improvements planned for Clifford Field and the clubhouse.

Executive Session. Councilor Carabajal made a motion to enter Executive Session, seconded by Councilor McCormick. Council voted to enter an executive session regarding the following matters:

1. Discussion on one matter pertaining to the employment history of a particular individual being considered for the position of City Manager. (NYS “The Open Meeting Law”, Article 7, Section 105-f)



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The motion to enter executive session carried 5-0. Councilors McCormick, Giannettino, Cuddy, Carabajal and Mayor Quill all voting aye. The Council entered Executive Session at 7:51 p.m. Executive session adjourned at 8:50 p.m.

**Adjournment:** By unanimous vote the Council adjourned the meeting. The meeting was adjourned at 8:51 p.m.

Minutes submitted to the City Council on September 21, 2016 by:

Charles Mason  
City Clerk

On September 22, 2016 a motion to approve the minutes of the September 15, 2016 Auburn, NY City Council meeting was made by Councilor Carabajal, seconded by Councilor Cuddy.

	Ayes	Noes
Councilor McCormick	excused	
Councilor Giannettino	X	
Councilor Cuddy	X	
Councilor Carabajal	X	
Mayor Quill	excused	
Carried and Adopted	X	

*I do hereby certify that the foregoing is a correct copy of the minutes of the proceedings of the City Council of the City of Auburn, N.Y., at a regular meeting thereof, held in the Council Chambers, Memorial City Hall, in said city, on the 15th day of September, 2016 and that the City Council approved such by the vote listed above.*

*Charles Mason, City Clerk      Date: September 23, 2016*

## AGREEMENT

THIS AGREEMENT is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and entered into by and between the AUBURN ENLARGED CITY SCHOOL DISTRICT ("AECSD") and the CITY OF AUBURN, on behalf of the CITY OF AUBURN POLICE DEPARTMENT, ("CITY and/or APD" respectively).

## RECITALS

WHEREAS, AECSD and APD, together with the Cayuga County Schools/Healthy Students Partnership, Inc. entered into a Memorandum of Understanding, dated September 21, 2000, whereby APD had agreed to assign School Resource Officers ("SRO") to the schools of the AECSD to promote communication and cooperation and to establish a partnership among students; to assist the AECSD to create a safe and secure environment for students and staff through law enforcement, deterrence and education; to promote positive attitudes towards laws, education and responsibility; and to identify and refer students with specific needs to appropriate programs and counseling; and

WHEREAS, the funding for the SRO Program ("Program") under the United States Department of Education, Health and Human Services, and Justice has been exhausted and/or has expired; and

WHEREAS, the AECSD and the CITY recognize the Program's success and the positive benefits to the community, particularly to the students of the AECSD and find that the continuation of the Program is in the best interest of the community; and

WHEREAS, the AECSD and the CITY in furtherance of their findings, have each agreed to commit the necessary funds to continue the Program, for the next five (5) school years commencing in September, 2016.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AECSD and the CITY hereby agree as follows:

1. PROGRAM GOALS. The goals of the Program are as follows:
  - (i) To promote communication and cooperation and to establish a partnership among students, staff, community and law enforcement;
  - (ii) To assist AECSD to create a safe and secure environment for students and staff through law enforcement, deterrence and education;
  - (iii) To promote positive attitudes toward laws, education and responsibility; and
  - (iv) To identify and refer students with specific needs to appropriate programs and counseling.
2. TERM. The term of this Agreement shall commence on execution of this Agreement by all parties to provide for the program at the commencement of the school year in September, 2016

and continuing thereafter in full force and effect for the next successive five (5) school years ending June 30, 2021. Program financing shall be in the amounts set forth in paragraph 8 of this Agreement and shall be computed on the basis of 186 school days and shall not include vacations when there is no school in session.

3. **SRO STAFFING.** The CITY agrees to provide four (4) SROs, assigned as follows:

- Two (2) SRO to Auburn High School;
- One (1) SRO to Auburn Junior High School;
- One (1) SRO floating between the AECSD's elementary schools;

Assignment of individual Police Officers as SROs shall be at the sole discretion of the Chief of Police, provided they are selected from among those who have received or will receive appropriate SRO training.

The CITY agrees to provide trained substitutes, where possible, if an assigned SRO is absent for more than three (3) school days. The CITY also agrees to provide AECSD, upon request, with a list of absences, including absences for training, by officer.

4. **REGULAR DUTY HOURS.** SROs shall be assigned to the schools on a fulltime basis of eight (8) hours per day, (consistent with the normal operating hours of the assigned school), with one (1) one-half hour lunch break, on those days that the schools are in regular session, based upon 186 school days, excepting AECSD holidays and vacations. The primary purpose of the Program is to provide services which are calculated at 186 days for each school year of the term of this contract.

As part of this agreement, SROs shall be assigned by the AECSD to school activities, events or extra-curricular activities outside of regular school hours. An SRO so assigned may not be reassigned or substituted for without the consent of the Superintendent of Schools. The compensation for events or extra-curricular activities for School Resource Officers outside of school hours will be governed by the Memorandum of Understanding effective February 1, 2016 between the City of Auburn, on behalf of the City of Auburn Police Department and Auburn Police Local 195. The AECSD and the Chief of Police have agreed to the number of SROs needed at an event as outlined below:

<b>Event</b>	<b>No. of SROs</b>
Auburn HS Football Games	4 + SRO Supervisor
Auburn HS Basketball Games	2
Auburn HS Hockey Games	2
Auburn HS Graduation	2 + SRO Supervisor
Auburn HS Proms & Dances	2 + SRO Supervisor
Auburn Junior HS Dances	1
Student Government Organization Events	1
Auburn Junior HS Modified Basketball Games	1
Auburn Junior HS Graduation	1

Elementary Dances (when requested by school administrator)	1
Elementary Student Government Organization Events (when requested by school administrator)	1
Parent/Teacher Conferences	1

Notwithstanding anything to the contrary contained herein, the CITY agrees to make available, the services of SROs to conduct teacher development seminars during non-student attended school calendar days, at such times and frequency as mutually agreed between the CITY and AECSD. The CITY may temporarily reassign an SRO during the period of a law enforcement emergency, as determined by the CITY, in its sole discretion.

5. DUTIES OF SROs. The responsibilities and duties of the SROs, shall include, but not be limited to the following:

(i) Abide by AECSD policies except to the extent such policies conflict with the Officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger;

(ii) At the request of the Superintendent of Schools or his/her designee, observe any administrative searches on school grounds which could affect the safety of students or staff involved;

(iii) Assist school officials in maintaining general order on school grounds. However, the SRO shall not be involved in the direct enforcement of disciplinary actions that do not constitute violations of the law. The SRO shall not be expected or asked to detain or take into physical custody any student who has only violated an AECSD policy. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. If a crime has been committed, school officials will promptly notify the SRO, and the SRO will assume primary responsibility for any investigation related to such. The SRO shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved;

(iv) Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall adhere to AECSD policy, APD policy, and legal requirements with regard to such interviews;

(v) Seize and dispose of any illegal substance or contraband seized by school officials not required for evidence in prosecution;

(vi) Handle all calls for service, including but not limited to false alarms and/or bomb threats, on the school grounds during school hours whether dispatched by the Cayuga County 911 Center or school officials. The SRO reserves the right, after consultation with APD, to request assistance from the police department road patrol, or another law enforcement agency, as necessary,

including the use of APD K-9 units, if a situation warrants;

(vii) Develop a rapport with students and a working relationship with student organizations, faculty, staff members, AECSD administrators, and community members;

(viii) Attend regular meetings of faculty and parent groups to solicit their support and understanding of the SRO program, to offer advice when requested and to promote awareness of the law enforcement function both in and out of school;

(ix) Develop, in consultation with the school principal, plan and strategies to prevent and/or minimize dangerous situations on or near school property or involving AECSD students at school related activities;

(x) Attend parent, faculty, student, administration or other meetings to provide information regarding the Program and provide opportunities for involvement and support as set forth in paragraph 4;

(xi) Provide information regarding community programs so that proper referrals can be made and appropriate assistance accessed. These programs may include mental health clinics, drug treatment centers, etc. The SRO may make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, staff, and administrators of schools. The SRO shall refer students to the school counselor as needed. Referral guidelines are determined by the school administrator;

(xii) Maintain confidentiality of any personal information or AECSD records obtained, and shall not disclose the information except as provided by law or court order; and

(xiii) Perform other duties which will promote the goals of the Program and which are mutually agreed upon by AECSD and the CITY.

(xiv) Provide instruction to students in areas of law enforcement or in related programs such as Alive @ 25.

## 6. INTERVIEW AND INTERROGATION PROCEDURES.

(i) The SRO has the authority to stop, question and interview any student or AECSD staff member without the prior consent of school administration in situations that may result in danger to persons or property, flight from prosecution, or destruction of evidence. In non-emergency, non-custodial interviews, an effort will be made to conduct such interviews in the presence of school officials and parent/guardian. Any questioning of a child less than 16 years of age suspected in a crime shall be conducted in the presence of a parent/guardian, attorney, if any, and school officials. The parent/guardian will be advised of the suspect's Miranda rights in accordance with the New York State Criminal Procedure Law (CPL) and the New York State Family Court Act (FCA). Questioning of a student more than 16 years of age suspected of a crime will be conducted in the presence of a school official and the student will be advised of his/her Miranda rights in accordance with the CPL.

(ii) The procedural safeguards set forth in paragraph (i) shall not be applicable to administrative interviews or interrogations. The Superintendent of Schools or a building administrator may direct a SRO to conduct an administrative interview or interrogation on the AECSD's behalf. In such an instance, the Superintendent of Schools or a building administrator shall be present for the administrative interview or interrogation.

7. SEARCH AND SEIZURE PROCEDURES.

(i) The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to "stop and frisk" in cases where the SRO has reason to believe that a student or staff member is armed. The SRO will not be considered an agent of the AECSD when conducting searches in which evidence for prosecution may be obtained.

(ii) AECSD officials may conduct a search if reasonable grounds exist to believe that a student's possessions may contain articles that violate school rules. AECSD officials may search anything, in accordance with AECSD policy, within the scope of the student's control, including, but not limited to the student's person, book, bag, locker, desk, or vehicle while on school property. The presence of the SRO at an administrative search to observe and protect the safety of students and staff does not increase the standard for search from reasonable suspicion to probable cause.

(iii) The procedural safeguards set forth in paragraph (i) shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent of Schools or a building administrator may direct a SRO to conduct an administrative search on the AECSD's behalf. In such an instance, the Superintendent of Schools or a building administrator shall be present for the administrative search.

8. PROGRAM FINANCING. AECSD agrees to pay the following percentages of the total salary and benefits for the four (4) SROs provided by the City of Auburn Police Department for their time spent in service to the School District (71.54% or 186/260 working days).

Fiscal Year	Percentage
2016-17	79%
2017-18	85%
2018-19	90%
2019-20	95%
2020-2021	100%

9. EVALUATION AND FUTURE FUNDNG. It is specifically understood that the obligations of each party under this Agreement for future funding for the Program beyond the 2016-2017

AECSD school year is contingent upon mutually agreed contribution levels, adequate funds for the Program being budgeted, appropriated and otherwise made available.

10. EMPLOYMENT STATUS OF SROS. The SROs, including any officer who is providing part time services, shall remain an employee of the CITY and shall not be an employee of the AECSD. The AECSD and the CITY acknowledge that a SRO is a law enforcement officer who shall uphold the law under the direct supervision and control of APD. The SROs shall remain responsive to the chain of command of the APD.
11. The CITY shall provide the AECSD with a Certificate of Insurance regarding the coverage for the employment of the SROs as Auburn Police Department personnel and shall also provide a Certificate of Liability Insurance in connection with the assignment of the officers to the School District.
12. TERMINATION OF AGREEMENT. Either party may terminate this Agreement by giving ninety (90) days prior written notice to the other party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement.
13. NOTICES. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when personally delivered or deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a party may designate in writing to the other party:  
  
To AECSD: Superintendent of Schools  
Auburn Enlarged City School District  
78 Thornton Ave., Auburn, New York 13021  
  
To the CITY: Chief of Police  
Auburn Police Department  
46 North Street, Auburn, New York 13021; and  
  
City Manager  
City of Auburn  
24 South Street, Auburn, New York 13021
14. GOOD FAITH. The parties, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties, which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.
15. MODIFICATION. This document constitutes the full understanding of the parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing signed by the both parties.

16. NON-ASSIGNMENT. This Agreement, and each and every covenant herein, shall not be capable of assignment except with the prior consent of both parties.
17. MERGER. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.
18. COUNTERPARTS. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
19. EFFECTIVE DATE. This Agreement shall be effective September \_\_\_\_, 2016.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

By: \_\_\_\_\_  
Michael McCole

By: \_\_\_\_\_  
Michael D. Quill

Title: President Auburn Board of Education

Title: Mayor