

AGENDA
ENVIRONMENTAL COMMITTEE & ORDINANCE COMMITTEE
Tuesday, July 21, 2020
7:00 PM
<https://zoom.us/j/95867484397>

Environmental Committee: Karen White, Chair
Robert O'Brien
Renée Sutton
Dan Unrath

1. Carry-In, Carry-Out Policy

§519-13 entitled "Littering" of City Code establishes a Carry-In, Carry-Out Policy for all City parks, except for the City Pier. Although this has been the policy for many years and is an established best practice used in all New York State and National Parks, the question of whether it should be utilized by the City of Canandaigua comes up every so often. A question was added to the National Citizen Survey conducted in 2018. The survey found that 70% strongly supported the policy and 17% somewhat supported the policy with only 5% strongly opposing and 8% somewhat opposing. Nevertheless, receptacles intended to provide for pet waste removal were removed from parks this season due to misuse. This has resulted in a request to review the policy once more.

2. Solid Waste Audit Update

In 2019, the City completed a Municipal Waste Assessment to determine its landfill diversion rate and identify opportunities reduce the amount of solid waste sent to the landfill as a result of municipal operations. The assessment found that while the City's landfill diversion rate of 36% is substantially higher than baselines established for other agencies, there were opportunities for improvement that could allow the City to achieve a 60% diversion rate by 2021. At the March 10th Environmental Committee Meeting, Staff provided an update on progress being made, however the COVID-19 pandemic has impacted some of these projects. Assistant City Manager Rob Richardson will provide an update on the status of these projects and answer questions for Council.

Ordinance Committee: Renée Sutton, Chair
Robert O'Brien
Karen White
Erich Dittmar

3. SRO Agreement

The School Resource Officer (SRO) Program is designed to develop strong, supportive relationships between students, faculty and law enforcement in order to deter criminal behavior and maintain a safe learning environment. The City and Canandaigua Schools have had a successful SRO program for many years. The annual agreement is due to expire and requires renewal. The agreement for the 2020-2021 school year would include one full-time SRO and one part-time SRO with the district reimbursing the City 100% of the cost for the part-time SRO and 50% of the cost for the full-time SRO. Last year, there was a question as to the effectiveness and impact of SRO programs. Attached to the agenda is local research on SRO programs. Chief Hedworth and Superintendent Jamie Farr will be at the meeting to discuss the SRO Program and answer questions for Council.

4. Police Accountability Discussion

At the June 16th Ordinance Committee meeting, Chief Hedworth provided an overview of the community policing culture within the Canandaigua PD and answered and addressed questions and concerns from the actions of police in other communities. The Chief also provide two memorandums address questions asked by Councilmember Renée Sutton. This item was added to the agenda for continued discussion.

Next Meeting: Tuesday, August 21, 2020

§ 519-13. Littering. [Amended 4-3-1997 by Ord. No. 97-004]

With the exception of City Pier, City Parks are carry-in, carry-out. Park users must carry out any litter or trash generated by their use of the park. No person shall cast, throw or lay any solid or liquid material on land or within park waters. At City Pier all rubbish is to be deposited into receptacles marked for deposit.

**MUNICIPAL COOPERATION AGREEMENT
BETWEEN THE
CITY OF CANANDAIGUA AND THE
CANANDAIGUA CITY SCHOOL DISTRICT
FOR SCHOOL RESOURCE OFFICERS**

This agreement is made this ____ day of _____ 2020 by and between the City of Canandaigua (the “City”) with its principal office at 2 North Main Street, Canandaigua, New York, 14424, and the Canandaigua City School District (the “School District”) with its principal office at 143 North Pearl Street, Canandaigua, New York 14424.

WITNESSETH:

WHEREAS, the School District desires to continue the school resource officer (SRO) program, to develop a strong, supportive relationship between students, faculty and law enforcement in order to deter criminal behavior and maintain a safe learning environment; and

WHEREAS, the School District desires to continue the SRO program with one full-time and one part-time SRO, for the 2020-2021 school year; and

WHEREAS, the City desires to provide SRO services to the School District; and

WHEREAS, it is in the best interests of the citizens of the City and the School District to maintain this program; and

WHEREAS, the School District has agreed to reimburse the City for 100% of the expense of the part-time Police Officers assigned to the SRO program;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

Term

1. The term of this agreement shall commence on August 1, 2020, and terminate on July 31, 2021.

Eligibility and Appointment

2. The SROs shall be sworn City Police Officers employed by the City.

3. If there is a need to replace an SRO, the School District shall participate in the selection of the SRO and shall be offered the opportunity to interview at least two applicants. The City shall be the hiring authority.
4. The City reserves the right and authority to periodically monitor and evaluate the performance of SROs and, if necessary, initiate remedial measures to correct deficiencies or improve performance. Input from the School District administration will be part of this process. At the time of each SRO's performance evaluation, the School District shall provide a written evaluation of the SRO's work performance to be attached to and included as part of the City's review.

Funding and Compensation

5. During the term of this agreement, the School District shall reimburse the City for the full cost of the part-time Police Officer assigned to the SRO program, including wages and benefits, health insurance, and all other benefits that may be payable to the part-time SRO as required by the current or future collective bargaining agreement between the City and the Canandaigua Police Benevolent Association and all other associated costs (dry cleaning, uniform issue, equipment issue and all other required annual in-service training). It is agreed if these accumulated costs reach \$35,000 for the school year that the City and the School District will meet to determine and reconcile the cause of the expenditure overage for the part-time SRO.
6. The City and School District agree to share the cost of a full-time police officer to serve as an SRO and Youth Officer. The estimated cost is \$134,000, to be shared equally by the City and School District. It is agreed if these accumulated costs exceed the estimated \$134,000, the City and the School District will meet to determine and reconcile the cause of the expenditure overage for the full-time SRO and Youth Officer.
7. In recognition of the value to the City of having SROs stationed at the School District's facilities, the City will not ask for reimbursement from the School District for the expense of providing the SROs with the use of a Police vehicle(s).
8. The City shall invoice the School District for the periods ending December 31, 2020, March 31, 2021 and June 30, 2021.

9. The work hours of the part-time SRO will not exceed an average of 30 hours per week (averaged over a 40-week period), nor exceed 40 hours in any work week, except for a full-time Police Officer in accordance with paragraph 6 of this agreement.
10. The full-time SRO will be assigned work from the City's Police Department during the summer months when school is not in session. Nevertheless, said full-time SRO will be available to the School District as needed, and will continue to fill their role as Youth Officer for the City's Police Department.

Day-to-Day Operation during the School Year

11. The SROs shall act as educators, counselors and police officers. The SRO's hours may be allocated between assignments at the locations of the Academy, the Middle School and the Primary/Elementary School as determined by the School District with consent of the City.
12. The SROs shall coordinate all of their activities with the principal and staff members concerned and will seek advice, guidance and permission from the school administration prior to enacting any program within the school(s).
13. The SROs shall on a daily basis, during their regularly scheduled hours, confer with the on-duty supervisor regarding current police activities. Both SROs will be directly supervised by, and report directly to, an assigned supervisor within the City's Police Department.
14. The SRO's regular working hours may be adjusted on a situational basis with the consent of the School District's administration and approval from the SRO's supervisor at the City's Police Department.
15. When appropriate and authorized by the City, the SROs may keep the School Principal and/or Superintendent of Schools informed of the nature of any investigation of any alleged criminal activities involving students, employees, teachers, or third parties that have allegedly occurred on school grounds. The role of school discipline shall remain with the School District administration.
16. On a daily basis, the SRO's shall update their direct supervisor at the City's Police Department (Sergeant/Lieutenant), and the Assistant Superintendent for Personnel and Support Services regarding any pertinent activities, issues or situations.

Training

17. The City's Police Department shall provide the necessary training considered by the Police Department as needed to maintain the skills and knowledge of the SROs in the capacity of Police Officers. Scheduling of training and/or conferences during the school year shall be coordinated between the School District's administration and the police supervisor prior to the training.

Independent Contractor

18. The City shall be providing services to the School District as an independent contractor, and any and all services performed by an SRO under this Agreement shall be performed in such capacity. The SRO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions. As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations, and shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City's Police Department or its relationship with the School District. The City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the City's Police Department.

Mutual Indemnification

19.

(a) Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the City, its Police Department, or the Police Department's officers, employees or agents, the School District shall indemnify and hold harmless the City, its Police Department, and the Police Department's officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

(b) Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents the City shall indemnify and hold harmless the School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the City, the SRO, or third parties under the direction or control of the City; and the City shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

Governing Law

20. The Agreement shall be construed and interpreted in accordance with the laws of New York State.

Assignment

21. This Agreement may not be assigned by either party.

Applicability

22. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

City of Canandaigua

Canandaigua City School District

By: _____
City Manager

By: _____
Superintendent



Evalumetrics Research

58 Scotland Road
Canandaigua, New York 14424
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rlillis@rochester.rr.com

To: John Goodwin
From: Rob Lillis
Date: July 7, 2020
Re: SRO

I am currently evaluating the School Resource Officer (SRO) program in Wayne County and have attached a draft of a recent analysis of student perceptions of safety at school and absenteeism rates. In brief, in a pre- post- comparison of schools that added an SRO to those that did not, adding an SRO was related to greater feeling of safety and decreased absenteeism. In addition, nearly one in four students said they would go to the SRO if they had a personal problem.

Several years ago, I evaluated the SRO program in Marcus Whitman and Mid-Lakes. The results were similar to the Wayne County results. In addition, a survey we conducted at that time showed that students in schools with an SRO developed a more positive perception of law enforcement. Anecdotal information from that study showed that students often shared concerns and information with SRO that led to intervening and preventing problem behaviors such as fights and underage drinking parties.

I represented Ontario County as the Evaluator for the SRO Team and completed training in Wisconsin provided by the U.S. Office of Juvenile Justice and Delinquency Prevention. When SROs work with school counselors, faculty, and staff, the impact is significant.

Unfortunately, media coverage and the public debate about law enforcement and SROs in schools has been colored by the negative image of police in large urban schools. In these settings it is more common for police, including SROs, to be occupied with law enforcement rather than safety, student support, and building a positive image and relationship between young people and law enforcement. These were the original three goals for the SRO program. These goals are clearly being addressed in our rural and small city schools.



Evalumetrics Research

**Analysis of Differences in Student Perceptions of
School Safety
and
School Absences
After Installation of
School Resource Officers
in
Wayne County Schools**

**Results from the
Evalumetrics Youth Survey**

June 2020

Summary –

Nearly one in four students said they would go to a School Resource Officer (SRO) for help with an emotional problem. Presence of an SRO is related to a positive impact on students' reports of feeling safe at school. This effect was most pronounced among non-white students. Presence of an SRO is also related to better attendance at school.

Method -

Data from the 2015 and 2019 Evalumetrics Youth Survey were analyzed to determine differences between schools with a School Resource Officer (SRO) and schools with one. In 2015, no schools in the sample had a full-time SRO. By 2019, three schools, Sodus, NRW, and Marion had added SROs. All schools in Wayne County Several were influenced by external factors including national media coverage for several tragic school shootings and violent acts involving local students. These factors would be expected to decrease students' sense of safety at school. School Resource Officers are intended to increase school safety, serve as a trusted adult counselor, and promote a positive image of law enforcement.

Results -

Students in are hesitant to go to any adult for help with personal problem. Most report they rely on friends or the internet and one in four say they either would not go to anyone or they do not know where to go for help. However, more than one in five (28.9%) of middle school students in schools with and SRO would go to the SRO for help. More than one in five (22.7%) high school students would go to an SRO. Non-white students in middle school were slightly less likely to go to the SRO (22.6%) while minority high school students are more likely (23.7%) to go to the SRO for help.

Would Go to SRO for Help	Proportion
All Middle School Students	28.6%
Non-White Middle School	22.6%
All High School Students	22.7%
Non-White High School	23.7%

The EYS asks students if they feel safe at school. In 2015, prior to placing SROs in some schools, 79.7% of middle school students in schools that would eventually get an SRO said they feel safe at school. That proportion decreased to 69.5%, a 14.7% decline, after the SRO was placed in the schools. However, the negative influence of the external factors discussed above is

apparent in the non-SRO schools in which the proportion of students who felt safe decreased from 79.6% to 68.9%, a 15.5% decline. Among non-white middle school students, the difference is far more dramatic. The proportion of students who felt safe in SRO schools declined from 65.3% to 65.1%, a .03% difference. However, among non-white students in middle schools without an SRO, those who felt safe decreased from 70.9% to 61.6%, a 15.5% decline. Similar patterns were found for high school students. Perceived safety decreased from 75.9% to 73.8%, a 2.8% decline for students in SRO schools but from 80.4% to 70.6%, a 13.9% decline for non-SRO schools. Among minority high school students the difference is much greater. The proportion of minority high school students in SRO school who felt safe increased from 66.6% to 67.8%, 1.8% increase while non-SRO school students decreased from 71.3% to 54.2%, a 31.5% decline.

Feel Safe at School	With SRO			Without SRO		
	Pre-SRO (2015)	Post SRO (2019)	Change	Pre-SRO (2015)	Post SRO (2019)	Change
All Middle School Students	79.7%	69.5%	-14.7%	79.6%	68.9%	-15.5%
Non-White Middle School	65.3%	65.1%	-0.3%	70.9%	61.6%	-15.1%
All High School Students	75.9%	73.8%	-2.8%	80.4%	70.6%	-13.9%
Non-White High School	66.6%	67.8%	1.8%	71.3%	54.2%	-31.5%

**Change in Proportion That Feel Safe at School
2015 vs. 2019**

Feel Safe at School	With SRO	No SRO	% difference
All Middle School Students	-14.7%	-15.5%	5.5%
Non-White Middle School	-0.3%	-15.1%	98.0%
All High School Students	-2.8%	-13.9%	79.5%
Non-White High School	1.5%	-31.5%	104.7%

Another measure of students' comfort at school is regular attendance. Students were asked how many days they had been absent in the past for weeks. In 2015 students in schools that would eventually get an SRO, middle school students reported an average 3.4 days absent in the previous month. In 2019, with the SRO in place, the average dropped to 2.8 days, a decrease of

23.0%. In the non-SRO middle schools, the average days absent increased from 2.7 to 2.9, 5.2% increase. Among non-white middle school students there was 62.6% decrease in absences in SRO schools compared to 1.5% in non-SRO schools. While high school students reported an increase in absences, the increase was far less for students in schools with an SRO.

Mean Days Absent in Past Month	With SRO			Without SRO		
	Pre-SRO (2015)	Post-SRO (2019)	Change	Pre-SRO (2015)	Post-SRO (2019)	Change
All Middle School Students	3.4	2.8	-23.0%	2.7	2.9	5.2%
Non-White Middle School	9.7	6.0	-62.6%	5.5	5.4	-1.5%
All High School Students	3.0	3.3	9.3%	6.3	7.3	13.1%
Non-White High School	6.3	7.3	13.0%	6.3	7.5	15.5%

Change in Mean Number of Days Absent 2015 vs. 2019

Mean Days Absent in Past Month	School		
	With SRO	No SRO	% difference
All Middle School Students	-23.0%	5.2%	545.2%
Non-White Middle School	-62.6%	-1.5%	-3952.8%
All High School Students	9.3%	14.1%	34.1%
Non-White High School	13.1%	15.5%	15.0%