City of North Tonawanda

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II

MAY 15 2012

May 10, 2012

Hon. Mayor and Common Council
City Hall, 216 Payne Avenue
North Tonawanda, New York 14120

RE: Proposed Intermunicipal Police Dispatch Agreement between Niagara County and City of North Tonawanda

Dear Honorable Body:

Attached is a proposed Intermunicipal Agreement between the County of Niagara and the City of North Tonawanda to facilitate the transfer of city police dispatchers to the County of Niagara. Please be advised that this proposal is scheduled to be voted upon by the Niagara County Legislature at their regular meeting of May 15. 2012.

Should your Honorable Body concur, please pass a resolution to allow for the execution of the Intermunicipal Police Dispatch Agreement by the Mayor, subject to any further review by the City Attorney.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Shawn P. Nickerson/lk

Shawn P. Nickerson
City Attorney

SPN/lk
Att.

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CITY CLERK'S OFFICE
2012 MAY 10 AM 11:09
NORTH TONAWANDA, N.Y.

INTERMUNICIPAL POLICE DISPATCH AGREEMENT BETWEEN NIAGARA COUNTY AND THE CITY OF NORTH TONAWANDA

THIS INTERMUNICIPAL AGREEMENT (hereinafter "**AGREEMENT**") is made this _____ day of April, 2012, by and between **COUNTY OF NIAGARA, NEW YORK** (hereinafter "**COUNTY**" or "**NIAGARA COUNTY**") a New York municipal corporation, Niagara County Courthouse, 175 Hawley Street, Lockport, New York 14094 acting through its agent **THE NIAGARA COUNTY SHERIFF'S OFFICE** (hereinafter "**NCSO**") and the **CITY OF NORTH TONAWANDA, NEW YORK** (hereinafter "**NORTH TONAWANDA**") a New York municipal corporation, North Tonawanda City Hall, 216 Payne Avenue, North Tonawanda, New York 14120.

WHEREAS, NORTH TONAWANDA presently employs six dispatchers servicing the North Tonawanda Police Department, and

WHEREAS, the **COUNTY** through the **NCSO** possesses the capabilities to provide necessary police dispatch services to the citizens of **NORTH TONAWNADA** and,

WHEREAS, NORTH TONAWANDA and the **COUNTY** desire to allow the **NCSO** to provide said necessary police dispatch services, with the goal of providing consolidation of services and tax relief, and

WHEREAS, in an attempt to maximize existing **COUNTY** infrastructure and curtail dispatch costs while still providing necessary and beneficial services to the taxpayers of **NORTH TONAWANDA,** and

WHEREAS, to accomplish this objective, **NORTH TONAWANDA** and the **COUNTY** desire to enter into the following Agreement whereby the aforementioned dispatchers would become **COUNTY** employees, and

WHEREAS, the North Tonawanda Police Department would continue to provide primary response for all North Tonawanda Police dispatch calls, now therefore

WHEREAS, to accomplish this objective, **NORTH TONAWANDA** and the **COUNTY** desire to enter into the following **AGREEMENT** whereby the aforementioned **NORTH TONAWANDA** police dispatchers would become **COUNTY** employees through a Transfer of Function in accordance with New York State Civil Service Law Section 70, with the eligible benefits and effective dates as referenced in Schedule A, now therefore,

BE IT RESOLVED, that in consideration of the payment schedule amounts set forth below in this **AGREEMENT** and other good and valuable consideration, **NORTH TONAWANDA** and the **COUNTY** agree as follows:

1. **COMMENCEMENT:** This **AGREEMENT** shall become effective on July 1, 2012 following approval by both the Niagara County Legislature and the North Tonawanda Common Council. All **NORTH TONAWANDA** police dispatchers who are the subject of this **AGREEMENT** shall transfer to the Niagara County Sheriff's Office as **COUNTY** employees on the Commencement date. Six (6) Dispatcher positions will be created by Niagara County effective the Commencement date. Each newly created position will have a unique position number allowing for proper position budgeting and invoicing of all costs attributable to each newly created position.

2. **PAYMENT SCHEDULE:** An annual statement of costs, which will include all personnel costs for Niagara County Civilian Dispatchers as listed in Schedule B, will be projected each October for budget preparation, invoiced each December and will be due and payable by **NORTH TONAWANDA** by the following January 31st.. Such payment schedule will continue over a 5 year term from Commencement through 2016 with the **COUNTY** paying the full statement of costs in 2017 and thereafter. Such statement of costs will reflect the following annual percentage adjustments:

3. **2012:** **NORTH TONAWANDA** will fully reimburse **100%** of the cost of six Niagara County Civilian Dispatchers from the Commencement date to the end of the 2012 calendar year.

4. **2013:** **NORTH TONAWANDA** will reimburse **NIAGARA COUNTY 100%** of the cost of six Niagara County Civilian Dispatchers.

5. **2014:** **NORTH TONAWANDA** will reimburse **NIAGARA COUNTY 75%** of the cost of six Niagara County Civilian Dispatchers.

6. **2015:** **NORTH TONAWANDA** will reimburse **NIAGARA COUNTY 50%** of the cost of six Niagara County Civilian Dispatchers.

7. **2016:** **NORTH TONAWANDA** will reimburse **NIAGARA COUNTY 25%** of the cost of six Niagara County Civilian Dispatchers.

8. **2017:** **NIAGARA COUNTY** will be responsible for **100%** of the cost of six Niagara County Civilian Dispatchers.

9. **INDEMNIFICATION:** Should any union which represents any of the employees who will be transferred to **NIAGARA COUNTY** by this **AGREEMENT**, commence any grievance, action and/or proceeding, **NORTH TONAWANDA** hereby agrees to indemnify and hold harmless **NIAGARA COUNTY** from any costs as a result thereof; including, but not limited to, costs, disbursements, attorneys fees, awards or any other financial matters which demand is made against Niagara County for the payment thereof.

NIAGARA COUNTY agrees to indemnify and hold harmless NORTH TONAWANDA from any costs as a result of any COUNTY union grievance, action and/or proceeding resulting from the transfer of police dispatch services under this AGREEMENT.

10. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11. **APPLICABLE LAW:** The interpretation, validity and performance of this Agreement shall be governed by the laws of the state of New York.

12. **SEVERABILITY:** If any particular provision of this **AGREEMENT** shall be held by competent authority to be invalid or unenforceable, said total or partial invalidity or unenforceability shall not affect the other provisions hereof and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

13. **ENTIRE AGREEMENT AND AMENDMENTS:** This **AGREEMENT** represents the entire understanding of the parties concerning the subject matter of this **AGREEMENT** and it may only be modified by a written amendment executed by both parties.

14. **TERMINATION:** This **AGREEMENT** is not revocable for any reason whatsoever by either party.

15. **BREACH:** The waiver by either party of a breach or violation of any provision of this **AGREEMENT** shall not operate as or be construed to be a waiver of any subsequent breach thereof and shall not be construed to be a modification of the terms of this **AGREEMENT** .

16. **HEADINGS:** The heading of the various Sections of this **AGREEMENT** are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define, or extend the specific terms of the Sections so designated.

17. **REMEDIES:** All of the rights and remedies granted hereunder will be cumulative and are not in the alternative.

IN WITNESS WHEREOF, the parties have signed and sealed this instrument on the _____day of April, 2012.

NIAGARA COUNTY LEGISLATURE
NIAGARA COUNTY

By:_____

Date:_____

CITY OF NORTH TONAWANDA, NEW YORK

By:_____

Date:_____

NIAGARA COUNTY SHERIFF'S OFFICE
NIAGARA COUNTY SHERIFF

By:_____

Date:_____

Approved as to form only:

_____

Niagara County Attorney

File: COMMON/North Tonawanda Dispatch/Dispatch Agreement