

DISCUSSION DRAFT

**INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF
WARREN AND THE CITY OF GLENS FALLS TRANSFERRING POLICE AND
EMERGENCY CALL-IN AND DISPATCH FUNCTIONS**

THIS AGREEMENT made as of the ____ day of _____, 2011 by and between the COUNTY OF WARREN, a municipality duly organized and existing under the laws of the State of New York, and THE WARREN COUNTY SHERIFF, both having their governmental offices at 1340 State Route 9, Lake George, New York 12845, (hereinafter collectively referred to as the "COUNTY"), and the CITY OF GLENS FALLS, a municipality duly organized and existing under the laws of the State of New York, having its governmental offices at 42 Ridge Street, Glens Falls, New York 12801 (the "CITY").

W I T N E S S E T H:

WHEREAS the CITY presently maintains a Police and Emergency Call-In and Dispatch Center (hereinafter "City Dispatch Center") staffed by four CITY Communications Officers, and

WHEREAS the COUNTY likewise maintains a Police and Emergency Call-in and Dispatch Center (hereinafter "County Dispatch Center") only on a larger scale and with more staff administering the entire County of Warren and in many instances accepting and forwarding calls to the City's Dispatch Center, and

WHEREAS the COUNTY and CITY would like to consolidate the Dispatch Centers and arrange for a transfer of governmental functions of the CITY, such that the City Dispatch Center is merged into the County Dispatch Center and the COUNTY undertakes the police and emergency call-in and dispatch function for the COUNTY and CITY in the interest of furthering the avoidance of unnecessary duplication of services, increasing efficiencies, taking advantage of economies of scale, and generally benefitting public safety and welfare,

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the parties enter into this Agreement and mutually agree, represent and covenant as follows:

1. **TRANSFER OF FUNCTION AGREEMENT.** In accordance with the terms and provisions of this agreement as hereinafter set forth the CITY hereby agrees to transfer and the COUNTY hereby agrees to accept the transfer of police and emergency call-in and dispatch center functions. Transfer of functions refers not only to police and emergency call-in and dispatch operations, but also the transfer of the four CITY Communication Officers to COUNTY employment.

2. **AGREEMENT EFFECTIVE DATE.** This agreement shall be effective upon execution of the agreement following the receipt of approval and authorization by the CITY and COUNTY respective governing boards and satisfaction of the contingency in paragraph 10 hereof.

3. **TRANSFER OF FUNCTION DATE.** The transfer of functions shall occur only after and the day such are completed shall be considered the transfer of function date:

- a. the four (4) CITY Communications Officers who are expected to be transferred to COUNTY employment as part of said transfer of functions shall successfully complete training provided by representatives of the Warren County Sheriff's Office. This training shall consist of eight (8) weeks for each officer and shall occur over a sixteen (16) week period commencing upon execution of this agreement. During the training period the four (4) said Communications Officers shall be considered CITY employees on temporary assignment to the COUNTY and with salaries, health insurance, retirement and other employee costs or benefits to be fully paid by the CITY. The training shall be accomplished by the CITY sending two of its communications officers for training and once these officers have been trained by sending the other two officers for training. It is estimated that training will occur over a sixteen week period although it could be a shorter period depending on how the training progresses. The CITY shall maintain the City Dispatch Center during the training period and the County Dispatch Center will serve as a back up Dispatch Center for the CITY;
- b. the four (4) CITY Communications Officers have the usual pre-employment background checks for Sheriff Office employees completed by and satisfactory to the Warren County Sheriff;
- c. the CITY pays to the four CITY Communications Officers a sum equal to the value of any accrued vacation and personal leave benefits and pays Ten Dollars (\$10) per day for all accrued sick leave, except for five (5) days which the Communications Officers will be allowed to carryover into COUNTY service with the understanding that the same, if used, will be used first and the CITY shall reimburse the COUNTY for any of these used sick days at the time the CITY owes the COUNTY the next payment under this Agreement;
- d. twenty (20) days has lapsed from the date the legal notices and procedures required by the New York State Civil Service Law have been completed as more fully described in paragraph 6.

4. **CITY REPRESENTATION AND AGREEMENT REGARDING TRANSFER OF CITY EMPLOYEES.** The CITY hereby represents that there are four (4) employees holding the Civil Service title of Communications Officer currently employed by the CITY who are

engaged in emergency call-in and dispatch center functions and that no other employees of the CITY are engaged in this function. The COUNTY and the CITY agree that all four (4) Communications Officers shall be transferred to the employ of the COUNTY on the transfer of function date upon the following terms:

- a. the Communications Officers shall be considered permanent COUNTY employees holding the title of Communications Officer for Civil Service, collective bargaining and all other purposes. No Civil Service testing or probationary periods shall be required;
- b. wages shall be set at the following amounts and the years stated shall be for purposes of calculating future wage increases under any schedule that may now exist or be agreed to in any future collective bargaining agreements:

Matt Suder - Forty-Four Thousand Six Hundred Seventy-Four Dollars and Thirty-Seven Cents (\$44,674.37) and upon joining County Service he shall be considered as if starting his 10th year;

Jason Clause - Forty-Two Thousand Four Hundred Forty-Six Dollars and Twenty-Two Cents (\$42,446.22) and upon joining County Service he shall be considered as if starting his 5th year;

George Habshi - Forty-Two Thousand Four Hundred Forty-Six Dollars and Twenty-Two Cents (\$42,446.22) and upon joining County Service he shall be considered as if starting his 5th year; and

Derrick Helms - Forty Thousand Two Hundred Eighteen Dollars and Seven Cents (\$40,218.07) and upon joining County Service he shall be considered as if starting his 3rd year.

- c. solely for purposes of layoff and bumping rights and eligibility for promotional exams the Communications Officers shall have seniority rights based on total years of Civil Service in the capacity of Communications Officers whether such service time is at the COUNTY or CITY;
- d. for purposes of the amount or number of days of vacation and personal leave to be granted (hereinafter "leave credits") to the Communications Officers, the said Communications Officers shall be considered as permanent COUNTY employees with the number of years of service as provided in subparagraph 4b hereinabove, regardless of actual City or County service time and the four (4) Communications Officers shall receive said leave credits for the year 2012 provided the transfer of function occurs in 2011 or 2012;

- e. the CITY shall pay to the Communications Officers the value of all vacation and personal leave and the Communications Officers shall begin employment with the COUNTY as if they had no or had used all previously earned leave accruals and in no event shall the COUNTY be liable to the Communications Officers or CITY for any leave accruals earned by the Communications Officers prior to entering COUNTY service on the transfer of function date, except that with regard to sick leave, the CITY shall pay Ten Dollars (\$10) per day for all accrued sick leave, except for five (5) days which the Communications Officers will be allowed to carryover into COUNTY service with the understanding that the same, if used, will be used first and the CITY shall reimburse the COUNTY for any of these used sick days at the time the CITY owes the COUNTY the next payment under this Agreement;
- f. and for all other purposes including but not limited to shift assignments, vacation time selection and other leave usage, and all other wage, terms and conditions of employment and related matters the Communications Officers shall be considered as starting as permanent county employees with 0 years of service, regardless of actual service time;
- g. following the transfer of function date, the Communications Officers shall thereafter accrue additional seniority based on the years or time they are employed by the COUNTY thereafter;
- h. each Communications Officer shall be entitled to enroll in the health insurance plan offered by the COUNTY to the Warren County Sheriff's Alliance membership by reason of the collective bargaining agreement as may, from time to time, be entered into, extended and/or amended; and
- i. the Communications Officers shall be considered as eligible for membership in and subject to agency dues for the Warren County Sheriff's Alliance collective bargaining unit;

5. FUNDING/EXPENSES PAYABLE BY THE CITY. There shall be due and payable by the CITY to the COUNTY the sum of One Million One Hundred Fifty-Three Thousand Four Hundred Twenty-Two Dollars and Twenty-Five Cents (\$1,153,422.25), upon the CITY's transfer of functions of the emergency call-in and dispatch center functions on the transfer of function date with such amount to be paid in the following manner:

- a. the sum of One Hundred Forty-Eight Thousand Nine Hundred Twelve Dollars and Sixty Cents (\$148,912.60) shall be paid as follows: Seventy-Four Thousand Four Hundred Fifty-Six Dollars and Thirty Cents (\$74,456.30) shall be due and payable on or before January 31, 2012; and Seventy-Four Thousand Four Hundred Fifty-Six Dollars and Thirty Cents (\$74,456.30) shall be due and payable on or before

July 31, 2012; and like sums shall be due and payable on or before January 31, 2013 and on or before July 31, 2013

- b. a sum of One Hundred Forty-Two Thousand Two Hundred Twenty-Eight Dollars and Fifteen Cents (\$142,228.15) shall be due and payable each year thereafter in the same manner as the first year (\$71,114.07 on or before January 31st and \$71,114.08 on or before July 31st) for the next 5 years
- c. a sum of One Hundred Forty-Four Thousand Four Hundred Fifty-Six Dollars and Thirty Cents (\$144,456.30) shall be due and payable each year thereafter in the same manner as the first year (\$72,228.15 on or before January 31st and \$72,228.15 on or before July 31st) for the eighth and last year

such that a total of One Million One Hundred Fifty-Three Thousand Four Hundred Twenty-Two Dollars and Twenty-Five Cents (\$1,153,422.25) is ultimately paid to the COUNTY.

6. LEGAL NOTICES/COMPLIANCE WITH CIVIL SERVICE LAW BY COUNTY AND CITY. At least twenty (20) days before the transfer of function date as herein before provided:

- a. the CITY shall take such action as may be required by Civil Service Law §70 to direct or cause the transfer of function of the CITY Dispatch Center to the COUNTY Dispatch Center;
- b. the CITY Mayor shall provide a certification to the Warren County Sheriff of the list of names and titles of all employees substantially engaged in the performance of the functions to be transferred hereunder;
- c. the CITY shall cause to be posted the aforesaid certified list publicly and conspicuously in the offices required by the Civil Service Law of the State of New York;
- d. the Warren County Sheriff shall send a letter to the Communications Officers making written offer of transfer to the COUNTY service in the capacity of Communications Officer as herein above described and in accordance with the terms of employment set forth in paragraph 4 hereof;
- e. the Sheriff shall review protests receded as a result of the said letter, if any, with the COUNTY and CITY attorneys and respond as required by the Civil Service Law of the State of New York

7. TERM AND TERMINATION RIGHTS. This agreement shall be for a term of eight (8) years for payment purposes. Once the CITY Communications Officers have become

COUNTY employees on the transfer of function date neither party shall have the right to terminate this agreement except for material default by the other party. Non-payment of amounts due under this agreement shall be considered a material default.

8. CITY DEFAULT AND REMEDIES. In the event that the CITY should materially default with respect to any term, provision or representation contained in this Agreement, or in the event the CITY should default on any payment obligation assumed under this agreement by not paying the entire amount of the payment due on the date provided for herein, the COUNTY shall provide written notice of such default to the City Mayor by personal delivery or by leaving such written notice with a staff member in the Mayor's Office or Office of City Clerk or by mailing such written notice by certified mail return receipt requested to of the Office of the Mayor and marked to the Attention of the Mayor. The notice shall set forth the nature of the default and if the default is for failure to pay amounts due under this Agreement, the notice shall set forth the amount of past due payment or payments, the date the same were due and that the same must be paid in full to the COUNTY within thirty (30) days or that the COUNTY will begin offsetting and withholding the amount due from any payments due and owing by the COUNTY to the CITY until the past due amount is paid in full. The said written notice shall be signed by the Chairman of the Board of Supervisors or Deputy Chairman and may contain such other statement or information that the Chairman shall determine should be included following consultation with the County Attorney. After the lapse of thirty (30) days following the delivery or mailing of the written notice of default, the COUNTY may exercise any right it has as provided in this Agreement or as may exist as a matter of law, including commencing suit upon this Agreement. In addition, the COUNTY may offset and/or withhold from the CITY any payments due or owing by the COUNTY by reason of any other agreement between the COUNTY and CITY or for any other reason until the amounts due under this Agreement are paid in full. In the event that the amounts are paid in full through such means, the CITY shall be considered in compliance under the terms of this Agreement.

9. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS. The CITY agrees to defend, indemnify and hold harmless the COUNTY from and against any grievances, administrative proceedings, improper practice proceedings, lawsuits, civil proceedings, claims, causes of actions, liabilities, judgements or money damages of any kind or nature arising be reason of the transfer of functions provided for under this agreement, for leave accruals earned or otherwise payable to the Communications Officers, and any other matter originating by reason of the CITY's action in carrying out this transfer of functions agreement.

10. CONTINGENCY. Receipt of waivers and/or general releases of any claims, causes of action, administrative proceedings, etc. (in a form approved by both the COUNTY and CITY attorneys) from the four individual CITY Communication Officers and from the CSEA bargaining unit for said officers regarding, relating to or stemming from i) the transfer of the four CITY Communication Officers to the COUNTY employ; ii) the salaries, benefits and seniority

rights of said four Communication Officers upon transfer to the COUNTY; and iii) any and all matters relating to the transfer of employment of the four CITY Communication Officers and the transfer of functions provided for under this Agreement.

11. GOVERNING LAW. It is understood and agreed by and between the parties that for purposes of legal actions and/or proceedings, New York State Law shall be the governing law.

12. SEVERABILITY. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the agreement, to the extent the Courts have determined practical shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

13. AMENDMENTS/MODIFICATION. This Agreement may only be amended, changed or modified by way of written document amending and/or supplementing this Agreement authorized by the governing bodies of the CITY and the COUNTY and executed by authorized representatives of said parties.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supercedes all prior agreements and understandings, if any.

IN WITNESS WHEREOF, the County of Warren and the City of Glens Falls have executed this agreement on the day and year first written above.

Approved as to form:

COUNTY OF WARREN

Warren County Attorney

BY: _____

DANIEL G. STEC, Chairman
Warren County Board of Supervisors

Date _____

WARREN COUNTY SHERIFF'S OFFICE

BY: _____

NATHAN H. YORK
Warren County Sheriff

Date _____

Approved as to form:

CITY OF GLENS FALLS

City of Glens Falls Attorney

BY: _____
JOHN A. DIAMOND, Mayor

Date _____

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On the _____ day of _____, in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared DANIEL G. STEC, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On the _____ day of _____, in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared NATHAN H. YORK, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On the _____ day of _____, in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared JOHN A. DIAMOND, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public