

**INTERMUNICIPAL AGREEMENT
ENHANCED POLICE PROTECTION**

THIS AGREEMENT, entered into by and between the County of Niagara (hereinafter the “COUNTY”), with offices at 175 Hawley Street, Lockport, New York 14094 and the Town of Pendleton (hereinafter the “TOWN”), with offices at 6570 Campbell Boulevard, Lockport,, New York 14094

WHEREAS, the TOWN has requested that the COUNTY’S Sheriff’s Office provide enhanced police protection within the geographical boundaries of the Town, and

WHEREAS, the County Sheriff has agreed to provide such enhanced police protection pursuant to the following terms and conditions, and

WHEREAS, the Niagara County Legislature by Resolution _____ authorized the COUNTY to enter into an agreement with the Town for such enhanced police protection,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED:

1. **Services**

COUNTY through its Sheriff’s Department shall assign one (1) patrol deputy to provide enhanced police protection for the TOWN. The deputy when assigned to provide police protection to the TOWN shall also enforce local enactments of the TOWN except its leash laws. The enhanced police protection will be provided at times to be agreed upon between the COUNTY and TOWN and in particular, at times during which police calls occur most frequently within the TOWN. It is recognized that such enhanced police protection is over and above the normal Sheriff patrols in the TOWN and that nothing in this agreement supersedes or voids the Sheriff’s normal responsibilities for police protection in the TOWN. The TOWN Supervisor shall notify the COUNTY Sheriff’s Office of any dates requiring enhanced police protection for special events. County reserves the right to immediately, temporarily reassign any deputies providing services hereunder to other areas of the County to handle emergency or other situations.

2. **Term**

This Agreement shall commence as of January 1, 2022 and shall continue for a period of five years. This Agreement may be further extended by Amendment of this Agreement, which shall be in writing and signed by all parties to this Agreement after approval of the Niagara County Legislature. Either party may cancel or terminate this agreement at any time upon at least thirty (30) days advance written notice to the other party, with accounts to be prorated, adjusted, and settled as of the date of such cancellation or termination.

3. **Payment**

TOWN shall pay the COUNTY the sum of \$102,219.00 for 2022, in bi-annual installments. The COUNTY shall submit to the TOWN a bi-annual invoice in form and content approved

by the TOWN. Payment for 2022, 2023, 2024, 2025, and 2026 shall include increases from the 2022 baseline amount, with said cost being negotiated in good faith between the parties.

4. **Assignment**

Neither party shall assign, transfer, convey, sublet, or otherwise dispose of this agreement or any of its right, title or interest therein, or the power to execute this agreement, without the prior written consent of the other party.

5. **Amendment**

No waiver, modification or amendment of this agreement or any part thereof shall be valid unless in writing and duly executed by both parties. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

6. **Notices**

Any Notices should be sent to the following:

COUNTY

TOWN

7. **Indemnity**

The TOWN agrees to defend and indemnify the COUNTY, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the TOWN, or its sub contractors, under this contract; provided, however, that TOWN shall not be required to indemnify the COUNTY with respect to such risks to the extent caused by the negligence or intentional misconduct of the COUNTY or the COUNTY'S contractors, over whom TOWN has no authority or control.

The TOWN by agreeing to defend the COUNTY as set forth above, agrees that if the COUNTY receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then the TOWN agrees to pay all attorney fees and expenses; the selection of such attorney to represent the COUNTY shall be the sole and exclusive determination of the COUNTY.

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The COUNTY by agreeing to defend the TOWN as set forth above, agrees that if the TOWN receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then the COUNTY agrees to pay all attorney fees and expenses; the selection of such attorney to represent the TOWN shall be the sole and exclusive determination of the TOWN.

8. **Insurance**

The TOWN will supply the COUNTY with a copy of their general liability insurance policy naming the COUNTY of NIAGARA as additional insured. The COUNTY will supply a copy of its Worker's Compensation and Auto Insurance to the TOWN.

9. **Entire Agreement**

This agreement contains the sole and entire agreement between parties relating to the services provided hereunder and shall supersede any and all other agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.

This is an Inter-Municipal Agreement pursuant to Article 5-G of the General Municipal Law of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date that the last of the parties affixed and dated its signature below:

COUNTY OF NIAGARA, NEW YORK

TOWN OF PENDLETON, NEW YORK

REBECCA WYDYSH, CHAIRWOMAN

JOEL MAERTEN, SUPERVISOR

Approved:

MICHAEL FILICETTI, SHERIFF

Approved as to Form:
