

RESOLUTION NO. 2015242

RE: AUTHORIZING MUNICIPAL CORPORATION AGREEMENTS
FOR THE PROVISION OF ADDITIONAL POLICE PROTECTION
SERVICES BY THE DUTCHESS COUNTY SHERIFF TO
REQUESTING MUNICIPAL CORPORATIONS

Legislators ROMAN, ROLISON, FLESLAND, BOLNER, SAGLIANO, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, General Municipal Law Section 119 defines “municipal corporation” as a town or fire district or school district, among other things, and

WHEREAS, pursuant to General Municipal Law Section 119-o, municipal corporations may request additional police services which are more intensive than usually and normally supplied by the Dutchess County Sheriff and involve a greater County outlay in money, personnel and equipment, and

WHEREAS, pursuant to General Municipal Law Section 119-o and Section 209-m, the County may be reimbursed by the requesting municipal corporations for the cost of such additional police services provided by the Sheriff, and

WHEREAS, several municipal corporations within the County require additional police services and have requested the Sheriff to provide such services, and

WHEREAS, the provision of such additional police services will be more intensive than is usually and normally supplied by the Sheriff and will involve a greater County outlay in money, personnel and equipment, and

WHEREAS, the attached agreement is proposed to be used for municipal corporations requesting such services, and sets forth the terms and conditions for such additional police services and reimbursement therefore, and

WHEREAS, it is necessary for the Legislature to approve such municipal corporation agreements and to authorize the County Executive or his designee to execute the above agreements, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed municipal corporation agreement so that the Sheriff can provide additional police protection services to those municipalities that require such services and authorizes the County Executive or his designee to execute such agreements in substantially the same form as attached hereto.

CA-150-15

CRC/kvh/G-0224

9/15/15

Fiscal Impact: None.

County to be reimbursed actual expenses.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13TH day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

This resolution is to authorize agreements that represent a continuation of service to municipalities. The cost of these services is billed back to the municipality and the program as a whole is provided at no cost to the county. The appropriations and revenue associated with these contracts is included in the budget.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 9/9/2015

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and XXXXXXXXXXXXXXX, a municipal corporation, whose address is XXXXXXXXXXXXXXX (hereinafter referred to as the "TOWN") and **ADRIAN H. ANDERSON, the SHERIFF OF THE COUNTY OF DUTCHESS**, with offices at 150 North Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

WITNESSETH:

WHEREAS, the Town has requested that the County of Dutchess authorize the Sheriff of Dutchess County to provide extra police services, over and above the police protection budgeted and allocated for the Town, and

WHEREAS, the Town understands that such police service may require the appointment of Deputy Sheriffs on an overtime basis and must comply with the Fair Labor Standards Act and the current Agreement between the County of Dutchess, the Dutchess County Sheriff and the Deputy Sheriff's P.B.A., Inc., and be subject to the further condition that Deputy Sheriffs are available for the overtime employment as the Town schedules with the Sheriff, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as town or fire district or School District, among other things, and

WHEREAS, the Town agrees to pay the cost set forth in the administrative fee schedule attached hereto and made a part hereof in connection with the provision of the additional police protection services, and

WHEREAS, the Dutchess County Legislature has approved Agreements of this nature by Resolution No. _____, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County and the Sheriff agree to furnish police protection services including personnel, equipment and supplies in excess of that which is usually and normally furnished by the Sheriff's Office to the Town, as follows:

- (a) The Sheriff and the Town shall arrange for the additional police protection to be provided to the Town by the Sheriff. The Town shall give the Sheriff one week's advance notice of any change to the dates and times it seeks the additional police protection. The Sheriff shall designate an individual from his department and the Town shall designate a representative to make or receive the requests for additional police protection or to confer upon matters concerning the delivery of such services.
- (b) The Sheriff shall provide sufficient Deputy Sheriffs and patrol cars to patrol the Town during the scheduled hours, which shall constitute the additional protection. The Sheriff, in his sole discretion, shall determine the number of personnel, equipment and supplies necessary to provide the additional police protection requested. In the event the Town seeks additional protection not previously scheduled, the Town shall so notify the Sheriff as set forth in paragraph "1(a)." In the event the Sheriff is unable to provide the additional police protection requested and/or scheduled by the Town, the Sheriff shall so notify the Town.
- (c) The Sheriff shall provide additional police protection within the boundaries of the Town during scheduled hours. Only emergencies (as determined by the Sheriff's Department), the pursuit of a violator or the processing of persons arrested will result in an officer being outside the Town during scheduled hours. The Town shall be credited for any time when a scheduled Deputy Sheriff is required to leave the Town to assist in an emergency unrelated to the police services provided to the Town.
- (d) The Sheriff shall enforce State statutes and local laws.
- (e) The planning, organization, scheduling, direction and supervision of the Sheriff's personnel and all other matters incident to the delivery of additional police protection to the Town shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the Town.
- (f) Any conflict between the Town and the Sheriff regarding the extent or manner of performance of additional police protection delivered to the Town shall be resolved by the Sheriff, whose decision shall be final and conclusive.
- (g) It is understood that this additional coverage will in no way diminish the regular patrols customarily provided outside this contract for the Town by the Sheriff's Department.

2. EQUIPMENT AND FACILITIES.

- (a) Except as otherwise stipulated, the County and the Sheriff shall furnish all personnel, equipment and supplies required to provide additional police protection to the Town.
- (b) The County and the Town shall retain title to the property each may require to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

3. TERM OF AGREEMENT. This Agreement shall be effective xx xx, 20xx and shall terminate on xx xx, 20xx, unless otherwise terminated as set forth herein.

4. PAYMENT. As full and complete consideration for the services so rendered, the Town shall pay a total sum not to exceed xx THOUSAND and 00/100 (\$xx,000.00) DOLLARS, per the attached 2015 Administrative Fee Schedule.

5. LIABILITY.

- (a) County: The County shall assume liability for, defend against, and secure the Town from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the Sheriff and arising out of the performance of this Agreement. The County maintains general liability and police professional insurance and shall name the Town as additional insured on such policies for the services provided under this Agreement.
- (b) Town: The Town shall assume liability for, defend against, and exempt the County and the Sheriff from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the Town, its employees, servants or agents.

6. PERSONNEL.

- (a) Employee Status: For purposes of this Agreement only, all persons employed by the Sheriff in providing additional police protection services to the Town shall be County officers or employees, and they shall not have any benefit, status or right of Town employment.
- (b) Payment: The Town shall not be liable for the direct payments of salaries, wages or other compensation to County officers or employees providing additional police protection services to the Town under this Agreement.
- (c) Indemnity: All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the Town shall not be responsible for the payment of any benefits thereunder.

7. RETENTION OF RECORDS. The Town agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.

8. NON-ASSIGNMENT. (a) This Agreement may not be assigned by the Town nor his right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

(b) An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions hereof shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the Agreement.

9. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the Town of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Town of termination with cause.

In the event of termination with or without cause, the Town shall deliver to the County any records generated by the County and left in the custody care and control of the Town, and any materials and equipment in the custody or control of the Town pertaining to the Agreement. Such termination shall not give rise to any cause of action against the County for damages, expenses or other remuneration of any kind.

10. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

11. EXTENSION. This contract may be extended without further legislation consideration for additional periods of one year each, not to exceed a total of five (5) one year extensions. Extension(s) shall be in substantially the same form as that contained herein. Operational terms and conditions may be renegotiated for each one year extension.

12. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

DUTCHESS COUNTY SHERIFF
150 North Hamilton Street
Poughkeepsie, NY 12601

TOWN
address
<<City>>, <<State>> <<Zip>>

13. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

14. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

15. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Town hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. Town must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Town will have thirty (30) calendar days after service is complete in which to respond.

18. NOTICE OF INTENT TO SUE. (a) Town agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, Town shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which Town believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Town, of the County's choice, as to any matter arising under this agreement within the 90 day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.

19. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

21. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

22. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Town at the address indicated in the introductory paragraph of this Agreement.

23. ENFORCEMENT EXPENSES. Town shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement.

24. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

25. CONFIDENTIALITY. The Town shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

26. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

Dutchess County Sheriff

TOWN

BY: _____
Print Name _____
Title _____

DUTCHESS COUNTY SHERIFF'S OFFICE
150 North Hamilton Street
Poughkeepsie, New York



2015 Administrative Fee Schedule

Hourly Rate Schedule 2015			
	Annual		
	Salary	Hr Rate	Hr OT Rate
Deputy Sheriff PT		21.97	
Deputy Sheriff			
Entry Level	55946		40.191
Sr Member	99448		71.44
Administrative Fees	4.21	per hour billed	
Mileage	0.75	per mile if car is required	
Fringe Benefits Charged in addition to Hourly Rates			
Retirement	20.7%		
FICA	7.65%		

This fee schedule is an estimate. Range is from Part time member hourly rate \$21.97 to Senior member overtime rate.

Municipality will pay actual cost of member assigned plus fringe.

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

McKinney's Consolidated Laws of New York Annotated
General Municipal Law (Refs & Annos)
Chapter 24. Of the Consolidated Laws
Article 5-G. Municipal Cooperation (Refs & Annos)

McKinney's General Municipal Law § 119-o

§ 119-o. Performance of municipal cooperative activities;
alternative powers; alternative assignment of responsibilities

Effective: July 12, 2013
Currentness

1. In addition to any other general or special powers vested in municipal corporations and districts for the performance of their respective functions, powers or duties on an individual, cooperative, joint or contract basis, municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service or a joint water, sewage or drainage project. Notwithstanding the foregoing grant of authority, the temporary investment of moneys by more than one municipal corporation or district pursuant to a municipal cooperation agreement which meets the definition of "cooperative investment agreement" as set forth in article three-A of this chapter shall be in compliance with all of the requirements of that article. Any agreement entered into hereunder shall be approved by each participating municipal corporation or district by a majority vote of the voting strength of its governing body. Where the authority of any municipal corporation or district to perform by itself any function, power and duty or to provide by itself any facility, service, activity, project or undertaking or the financing thereof is, by any other general or special law, subject to a public hearing, a mandatory or permissive referendum, consents of governmental agencies, or other requirements applicable to the making of contracts, then its right to participate in an agreement hereunder shall be similarly conditioned. Municipal corporations and districts shall also have the power to enter into, amend, cancel and terminate agreements with a soil and water conservation district established under the soil and water conservation districts law for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service or a joint project; provided, however, that the exercise of any powers and duties under this article by a soil and water conservation district shall be subject to the powers, duties and limitations in section nine of the soil and water conservation districts law.

2. An agreement may contain provisions relating to:

a. A method or formula for equitably providing for and allocating revenues and for equitably allocating and financing the capital and operating costs, including payments to reserve funds authorized by law and payments of principal and interest on obligations. Such method or formula shall be established by the participating corporations or districts on a ratio of full valuations of real property, or on the basis of the amount of services rendered or to be rendered, or benefits received or conferred or to be received or conferred, or on the increase in taxable assessed value attributable to the function, facility, service, activity or project which is the subject of an agreement, or on any other equitable basis, including the levying of taxes or assessments to pay such costs on the entire area of the corporation or district, or on a part thereof, which is benefited or which receives the service.

b. The manner of employing, engaging, compensating, transferring or discharging necessary personnel, subject, however, to the provisions of the civil service law where applicable; the making of employer's contributions for retirement, social security, health insurance, workmen's compensation and other similar benefits; the approval of attendances at conventions, conferences and schools for public officials and the approval and payment of travel and other expenses incurred in the performance of official duties; the bonding of designated officers and employees; the filing of oaths of office and resignations consistent with general laws applicable thereto; provisions that for specific purposes designated officers or employees of the joint service or a joint water, sewage or drainage project shall be deemed those of a specified participating corporation or district; and provisions that personnel assigned to a joint service or a joint water, sewage or drainage project shall possess the same powers, duties, immunities and privileges they would ordinarily possess (1) if they performed their duties only in the corporation or district by which they are employed or (2) if they were employed by the corporation or district in which they are required to perform their duties.

c. Responsibility for the establishment, operation and maintenance of the joint service or joint water, sewage or drainage project and the officers responsible for the immediate supervision and control thereof; the fixing and collecting of charges, rates, rents or fees, where appropriate, and the making and promulgation of necessary rules and regulations and their enforcement by or with the assistance of the participating corporations and districts; the conduct of hearings and the determination of issues raised thereat; the making of necessary inspections; the keeping of records and the making of reports including those required by article three of the general municipal law; and limitations or restrictions on individual participating corporations and districts from providing or undertaking similar or competing facilities, services, activities, projects, or undertakings.

d. Purchasing and making of contracts subject to general laws applicable to municipal corporations and school districts.

e. Acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property.

f. Acceptance of gifts, grants or bequests.

g. Making of claims for federal or state aid payable to the individual or several participants on account of the joint service or a joint water, sewage or drainage project.

h. Custody by the fiscal officer of one participant of any or all moneys made available for expenditure for the joint service or a joint water, sewage or drainage project and authorization to such fiscal officer to make payments on audit of the auditing official or body of the participating corporation or district of which he is the fiscal officer.

i. Manner of responding for any liabilities that might be incurred in the operation of the joint service or a joint water, sewage or drainage project and insuring against any such liability.

j. Procedure for periodic review of the terms and conditions of the agreement, including those relating to its duration, extension or termination. The duration of an agreement hereinafter entered into, unless otherwise provided by law, may extend up to a maximum term of five years. With respect to agreements, the performance of which involves the issuance by the participants of indebtedness, either joint or several, the term of the agreement may extend up to a maximum period of time equal to the period of probable usefulness established by section 11.00 of the local finance law in connection with the object or purpose for which the indebtedness was issued. Nothing herein contained shall prevent or prohibit either the renewal of agreements

upon conclusion of the terms established, or amendments, modifications, clarifications, or cancellations of agreements prior to conclusion of the terms established.

k. Adjudication of disputes or disagreements, the effects of failure of participating corporations or districts to pay their shares of the costs and expenses and the rights of the other participants in such cases.

l. Other matters as are reasonably necessary and proper to effectuate and progress the joint service or a joint water, sewage or drainage project.

m. A municipality may contract with another municipality or with a municipal housing authority of another municipality, for the construction, maintenance, operation or management of a public housing project.

3. Municipal corporations are authorized as provided herein to adopt a mutual sharing plan in order to undertake or receive any joint service on behalf of or by another municipal corporation which has adopted a mutual sharing plan. Services provided pursuant to such mutual sharing plan shall be subject to the alternative assignment of responsibility for certain expenses and liabilities relating to such joint service as provided by this subdivision.

a. A governing body may adopt a mutual sharing plan by local law, resolution or bylaw to confer the benefits of this section upon the employees of such municipal corporation and to be held liable for the costs incurred in the event of participation in a joint service with another municipal corporation which has adopted a mutual sharing plan. Such plan shall describe the officers or employees authorized to undertake or authorize receipt of a joint service pursuant to the mutual sharing plan, any limitations upon joint services which may be rendered or received pursuant to it, and how and when notice of joint services rendered or received pursuant to it shall be provided to the governing body.

b. Upon adoption of a mutual sharing plan, a municipal corporation may undertake or receive a joint service with another municipal corporation which has adopted a mutual sharing plan. The municipal corporation requesting the assistance of another municipal corporation pursuant to a mutual sharing plan shall be liable and responsible to the assisting municipal corporation for any loss of or damage to equipment employed in provision of such joint service or use of supplies upon provision of such joint service. Each municipal corporation shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking the joint service pursuant to a mutual sharing plan, however the municipal corporation receiving the service shall reimburse the assisting municipal corporation for actual and necessary expenses upon written notice of such claim.

c. The authority to adopt a mutual sharing plan and to undertake joint services pursuant to it shall be in addition to any other power or authority conferred on municipal corporations pursuant to this article or any other general or special law. A joint service may not be rendered pursuant to a mutual sharing plan where another agreement has been entered into pursuant to this section for such service between the assisting and receiving municipal corporations.

Credits

(Added L.1960, c. 102, § 1, eff. Feb. 23, 1960. Amended L.1961, c. 681, § 3; L.1971, c. 62, § 1; L.1972, c. 407, § 1; L.1974, c. 236, § 2; L.1993, c. 605, § 8; L.1996, c. 620, § 4; L.1998, c. 623, § 7, eff. Oct. 20, 1998; L.2003, c. 62, pt. X, § 33, eff. May 15, 2003; L.2013, c. 150, § 5, eff. July 12, 2013.)

McKinney's Consolidated Laws of New York Annotated
General Municipal Law (Refs & Annos)
Chapter 24. Of the Consolidated Laws
Article 10. Firemen and Policemen (Refs & Annos)

McKinney's General Municipal Law § 209-m

§ 209-m. Outside service by local police; civil disturbance control

Currentness

1. As used in this section:

a. The term "local government" shall mean a county, a city, a town, or a village, as the case may be.

b. The term "chief executive officer" shall mean:

(1) In the case of a county, the county executive unless there is none, in which case it shall mean the county manager if there is one, or the chairman of the board of supervisors if there is neither a county executive nor county manager.

(2) In the case of cities, the mayor, except in those cities having a city manager, it shall mean such city manager.

(3) In the case of towns, the supervisor or presiding supervisor.

(4) In the case of villages, the mayor, except in those villages having a president or manager, it shall mean such latter officer.

c. The term "chief of police" shall include any police officer in command of the police department or police force of a local government during the absence, illness or disability of the chief of police or who is authorized to exercise the powers of the chief of police in emergency situations.

2. Notwithstanding the provisions of any general, special or local law or of any county, city or village charter, the chief executive officer of a local government, whenever he deems that the public interest requires it, may request the chief executive officer of any other local government to detail, assign and make available for duty and use in the local government for which the request is made any part of the forces, equipment and supplies of the police department, police force or parkway police force of the local government of which the request is made. The chief executive officer of the local government of which the request is made is hereby authorized and empowered to grant the request so made.

3. A local government may, by local law, delegate to the chief of police of its police department or police force the powers hereby granted to a chief executive officer to request and grant police assistance.

4. If the chief executive officer of any such local government is absent or disabled, the chief of police of the local government may make any such request or may grant any such request, as the case may be.

5. The local government receiving police aid pursuant to this section shall assume the liability for all damages arising out of any act performed in rendering such aid and shall reimburse the assisting local government for any moneys paid by it for salaries or for other expenses incurred by it including damage to or loss of equipment and supplies. An assisting local government may assume such loss, damage, expenses or cost for such equipment and supplies and donate such services to the receiving local government. While engaged in duty and rendering services in such local government the officers and members of such police department or police force shall have the same powers, duties, rights, benefits, privileges and immunities as if they were performing their duties in the local government in and by which they are normally employed.

Credits

(Added L.1951, c. 746, § 1. Amended L.1952, c. 758, § 1; L.1965, c. 989, § 1; L.1968, c. 613, §§ 1, 2; L.1968, c. 1081, § 1; L.1970, c. 478, § 2; L.1978, c. 640, § 6.)

McKinney's General Municipal Law § 209-m, NY GEN MUN § 209-m

Current through L.2015, chapters 1 to 238.

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