

RESOLUTION NO. 2016186

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT FOR IGNITION INTERLOCK DEVICE JOINT ENFORCEMENT PILOT PROGRAM (IIDJEPP) OFFERED TO THE TOWN OF POUGHKEEPSIE, CITY OF POUGHKEEPSIE AND THE SHERIFF'S DEPARTMENT

Legislators ROMAN, BORCHERT, MICCIO, BOLNER, HORTON, PULVER, FLESLAND, LANDISI, TRUITT, and SAGLIANO 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, the Director of Probation and Community Corrections has been advised that the County is eligible to receive funding from the New York State Division of Criminal Justice Services in the sum of \$31,747 for the Ignition Interlock Device Joint Enforcement Pilot Program (IIDJEPP) to cover eligible jurisdictions' ignition interlock enforcement overtime costs for the time period of June 1, 2016, through September 15, 2016, or after the award has been reimbursed, and

WHEREAS, the funding requires a time keeping system be in place to document employee overtime expenses and that records may be requested to be produced and provided when requested by DCJS, and this funding shall be provided by DCJS through reimbursement vouchers rather than a contract with DCJS, and

WHEREAS, the County has determined that there are three (3) law enforcement agencies that are eligible for this funding, the Town of Poughkeepsie ("Town"), the City of Poughkeepsie ("City") and the Dutchess County Sheriff's Department ("Sheriff"), and

WHEREAS, the Town, City and Sheriff have indicated a desire to participate in the IIDJEPP, and

WHEREAS, the attached sample intermunicipal agreement is proposed to be used for those municipalities wishing to participate in the IIDJEPP, and

WHEREAS, it is necessary for the Legislature to approve the annexed sample intermunicipal agreement and to authorize the County Executive or his designee to execute the agreement, now, therefore, be it

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0  
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 \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

This is a pilot program that is being funded from the Governor's Traffic Safety Committee to be utilized by municipalities within Dutchess County for an Ignition Interlock Device Joint Enforcement Pilot Program(IIDJEPP) which will cover our jurisdiction's eligible Ignition Interlock enforcement overtime costs up to \$31,747 for the time period June 1, 2016 through September 15, 2016.

This intermunicipal agreement is between Dutchess County Probation and Community Corrections, Dutchess County Sheriff's Office, Town of Poughkeepsie Police Department and the City of Poughkeepsie Police Department. Accompanying this request is a separate resolution to accept the grant funding.

Prepared by: Joseph Minuti

Prepared On: 7/11/2016

INTER-MUNICIPAL AGREEMENT

This Inter-Municipal Agreement (hereinafter "Agreement"), bearing the date set forth on the signature page, is set forth among the Dutchess County Department of Probation and Community Corrections (hereinafter "Probation"); the Dutchess County Sheriff's Office (hereinafter "DCSO"); the Town of Poughkeepsie (on behalf of the Town of Poughkeepsie Police Department, hereinafter "TPPD"); and the City of Poughkeepsie (on behalf of the City of Poughkeepsie Police Department, hereinafter "CPPD").

*WITNESSETH:*

WHEREAS, a grant provided by a federal Governor's Traffic Safety Committee and administered by the New York State Division of Criminal Justice Services has awarded funding in the amount of \$31,747.00 under the Ignition Interlock Device Joint Enforcement Pilot Program (IIDJEPP) to cover eligible Ignition Interlock enforcement overtime costs, and

WHEREAS, Probation, DCSO, TPPD and CPPD desire to participate in the IIDJEPP jointly, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. Funding has been awarded in the amount of \$31,747.00 and shall be dispersed as follows:

Probation	\$5,002.00
DCSO	\$8,915.00
TPPD	\$8915.00
CPPD	\$8915.00

2. This Agreement shall be effective June 1, 2016 through September 15, 2016. Funding will not cover costs incurred after September 15, 2016 or after the \$31,747.00 award has been reimbursed.

3. A time keeping system will be put in place by Probation to document employee overtime expenses. All time records are to be sent to Probation. Probation will be responsible for submitting vouchers for reimbursement. Reimbursement is dependent on the timely submission of the required IIDJEPP Detailed Itemization of Personal Service Expenditures for and Claim for Payment. All claims for payment are to be sent to the following address:

NYS Division of Criminal Justice Services (DCJS)  
Finance Office, 10<sup>th</sup> Floor  
80 South Swan Street  
Albany, New York 12210

WESTLAW

McKinney's Consolidated Laws of New York Annotated  
 General Municipal Law (Refs & Annos)

Chapter 24. Of the Consolidated Laws

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

McKinney's Consolidated Laws of New York Annotated - General Municipal Law - Effective: July 12, 2013 (Approx. 3 pages)

Proposed Legislation

Effective: July 12, 2013

McKinney's General Municipal Law § 119-o

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

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.

NOTES OF DECISIONS (188)

- Construction and application
- Conditions precedent, generally
- Vote approval
- Amendment of agreement
- Joint ventures with private institutions
- Creation of separate entity
- Cost allocation
- Compensation of board
- Dual office or employment
- Authority of board
- Audits
- Disciplinary matters
- Payroll functions
- Ratification of actions
- Weighted voting
- Financial transactions, generally
- Insurance coverage
- Health care, insurance coverage
- Self-insurance plans, insurance coverage
- Investments
- Purchasing, generally
- Gasoline purchases
- Historical commemorations
- Airports
- Ambulance services
- Animal control
- Assessments
- Building construction
- Communication systems
- Computers or data processing services
- Data processing services
- Drug control programs
- Fire districts
- Flood control projects
- Highways, roads and streets
- Maintenance and repair, highways, roads and streets
- Equipment, highways, roads and streets
- Traffic control, highways, roads and streets
- Roads
- Streets
- Hospitals
- Jails
- Legal services
- Parks and recreation projects
- Recreation projects
- Police service and protection
- Publicity activities
- Record storage
- Gravel operations
- Sand and gravel operations
- School districts, generally
- Libraries
- School athletic programs
- Transportation services
- Youth programs
- Senior citizen programs
- Sewage disposal
- Waste disposal

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.

Garbage collection  
Landfills  
Incinerators  
Sidewalks  
Taxicab regulation  
Shrubbery  
Trees and shrubbery  
Urban planning projects  
Voting machines

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.)

#### Editors' Notes

#### RESEARCH REFERENCES

##### Forms

McKinney's Forms, Local Gov't, General Municipal Law § 119-O Form 2, Intermunicipal Cooperation Agreement—Highway Equipment and Personnel.

McKinney's Forms, Local Gov't, General Municipal Law § 119-O Form 3, Intermunicipal Cooperation Agreement—Tourism Board.

McKinney's Forms, Local Gov't, General Municipal Law § 119-O Form 4, Intermunicipal Cooperation Agreement—Emergency Aid and Assistance.

McKinney's Forms, Local Gov't, General Municipal Law § 119-O Form 8, Resolution Approving Intermunicipal Agreement.

McKinney's Forms, Local Gov't, General Municipal Law § 119-O Form 9, Resolution Authorizing Town Supervisor to Sign Intermunicipal Agreement With County.

Notes of Decisions containing your search terms (0)

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McKinney's General Municipal Law § 119-o, NY GEN MUN § 119-o  
Current through L.2016, chapters 1 to 94.

End of Document

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