




Town of Chester
Police Department
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TO: Supervisor Jamieson and Town Board members
FROM: Chief Dan Doellinger 
DATE: February 6, 2015
RE: IMA for Special Police Overtime (STOP-DWI)

Attached to this memo is a copy of a four page Inter-Municipal Agreement for the Provision of Special Police Overtime STOP-DWI Patrols dated 1/29/2015. The IMA reflects the assignment of up to \$6,000 to be used by the town during preset DWI Crackdown Enforcement periods which will be reimbursed by the county through a grant from the Governor's Traffic Safety Committee. To accept this change, the board will need to pass a resolution authorizing someone (probably either Supervisor Jamieson or Chief Doellinger) to sign the change order. Please feel free to contact me if you have any questions.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into as of the 29th day of January, 2015, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and Town of Chester, a Town of the State of New York, with its principal offices at 1786 Kings Highway, Chester, NY 10918, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY, by and through its Department of Emergency Services, is the recipient of DWI Enforcement Crackdown grants funds from the New York State STOP-DWI Foundation, Inc. ("FOUNDATION") for the purpose of administering a STOP-DWI Crackdown Enforcement Program for the municipalities in the County of Orange in an effort to reduce alcohol-related traffic injuries and fatalities by increasing policing efforts during peak holiday periods. As a recipient of STOP-DWI Crackdown Enforcement Program funds, the COUNTY is responsible for dispersing such funds to those municipalities located within the bounds of County of Orange who wish to conduct additional crackdown police patrol enforcement campaigns during peak holiday seasons.

It is the intention of the COUNTY, in order to carry out the goals of the STOP-DWI Crackdown Enforcement Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable crackdown enforcement periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on January 30, 2015 and end September 30, 2015.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA

upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure

form and (a) discloses his/her interest in this IMA, or (b) seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of

expenditures or fees under this IMA as may be required by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

By: _____
Stefan M. ("Steven") M. Neuhaus
County Executive

DATE: _____

MUNICIPALITY

By: _____
Name:
Title:

DATE: _____

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

SCHEDULE A
STOP-DWI CRACKDOWN ENFORCEMENT GRANT

STOP-DWI CRACKDOWN ENFORCEMENT GRANT

The FOUNDATION was awarded a STOP-DWI Crackdown Enforcement Grant from the New York Governor's Traffic Safety Committee. The grant, HS1-2015-NYS STOP DWI Found.-00169-(088) ("Grant") covers the fiscal year October 1, 2014 through September 30, 2015. Certain municipalities in Orange County have been allocated a not-to-exceed aggregate of ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED TWENTY DOLLARS (\$114,920.00), which funds are payable to certain of those municipalities from the FOUNDATION through the COUNTY.

From the Grant, MUNICIPALITY is eligible for awards (i) not-to-exceed the sum of **SIX THOUSAND AND 00/100 DOLLARS (\$6000)** for enforcement details to support the following crackdown enforcement campaigns periods for 2015:

Super Bowl Weekend: January 31-February 2, 2015

St. Patrick's Day Holiday Weekend: March 13, 2015 through and including March 18, 2015

Memorial Day Holiday Weekend: May 22, 2015 through and including May, 26, 2015

Fourth of July: July 3, 2015 through and including July 6, 2015

National Enforcement Crackdown: August 21, 2015 through and including September 7, 2015

Each campaign coincides with New York State and national enforcement campaign efforts.

*MUNICIPALITY acknowledges that the not-to-exceed sum stated above for crackdown enforcement campaigns is **NOT** a guaranteed sum, but instead the maximum amount it could potentially be awarded based on MUNICIPALITY's performance during previous enforcement campaigns as calculated by the COUNTY in its sole and absolute discretion based on MUNICIPALITY's data submittals.*

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY such enforcement activity data in the form required by the FOUNDATION, no later than ten (10) calendar days after the end of each enforcement period.

AWARD OF FUNDS.

The award of funds under the Grant are data driven and determined based upon the Grant criteria and the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the enforcement periods set forth above.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA and such terms, conditions, and guidelines required by the FOUNDATION and the Grant for distribution of funds under the Grant, the COUNTY, on behalf of the FOUNDATION, to the extent that funds are appropriated and made available to the COUNTY by the FOUNDATION, will make an award of the Grant funds within ninety (90) calendar days of the close of the last enforcement campaign.