

**Award – 15PBJA-24-GG-04888-JAGX**

**INTERMUNICIPAL AGREEMENT**

**2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF UTICA (the “CITY”) , located at 1 Kennedy Plaza, Utica, New York, 13502, through the UTICA POLICE DEPARTMENT, located at 413 Oriskany Street West, Utica, NY 13502, and the COUNTY OF ONEIDA (the “COUNTY”), located at 800 Park Avenue, Utica, NY 13501, through its PROBATION DEPARTMENT, located at 321 Main Street, Utica, NY 13501 (each individually referred to as a “Party” and collectively referred to as the “Parties”).

**WHEREAS**, the CITY received an award for the BJA FY23 Edward Byrne Memorial Justice Assistance Grant (“JAG Funds”) in the amount of \$25,950.00; and

**WHEREAS**, the Parties believe it to be in the best interests of both to reallocate a portion of the JAG Funds; and

**WHEREAS**, the CITY agrees to provide COUNTY \$6,000.00 from the FY24 JAG Funds; and

**WHEREAS**, the Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the COUNTY for its services under this Agreement;

**NOW THEREFORE**, the COUNTY and CITY agree as follows:

1. The CITY agrees to provide COUNTY with a total of six thousand dollars (\$6,000.00) of JAG Funds.
2. COUNTY agrees to use the JAG Funds from October 1, 2023 to September 30, 2027 to assist the COUNTY in their juvenile domicile restriction program, an alternative to detention. The PROBATION DEPARTMENT, in conjunction with the UTICA POLICE DEPARTMENT, shall visit juveniles on domicile restriction after hours. Home visits and drive-bys will be conducted in UTICA POLICE DEPARTMENT cars with both UTICA POLICE DEPARTMENT Officers and PROBATION DEPARTMENT Officers. The COUNTY will use the JAG Funds towards staff overtime expenses incurred by the COUNTY.
3. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).
4. Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).

5. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.


6. By entering into this Agreement, the Parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

7. The CITY and the COUNTY are independent contractors, and the employees of each shall not be considered to be an employee of the other for any purposes including, but not limited to, claims for unemployment insurance, workers' compensation retirement, or health benefits. The Parties agree that in accordance with their status as, nor claim to be, officers or employees of the other and will not make any claim, demand, or application to or for any right or privilege applicable to such Party. Both Parties agree to comply with all Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

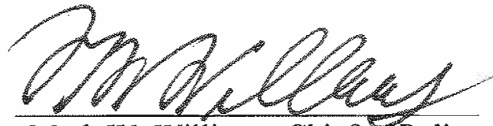
8. The terms of this Agreement constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement b their duly authorized representative as of the date first written above.

**CITY OF UTICA:**



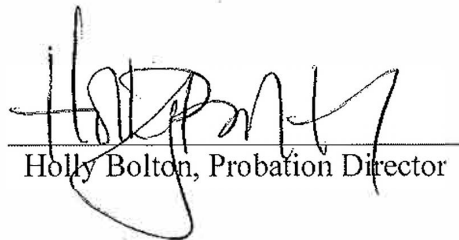
Michael P. Galime, Mayor



Mark W. Williams, Chief of Police

**COUNTY OF ONEIDA:**

\_\_\_\_\_  
Anthony J. Picente, Jr., County Executive



Holly Bolton, Probation Director

APPROVED:

\_\_\_\_\_  
Assistant County Attorney