

Sheriff's Committee Agenda 09/29/14

1. Committee meeting called to order by Chairman
2. Motion to approve minutes of prior committee meeting.

Action Agenda

1. Request to send Officers James Banish & Michael LaVallie to Emotional trauma survival training for Law Enforcement at Ithaca College.
2. Request reso for intermunicipal agreement with Washington County Emergency Response Team.

Topics for Discussion

1. Power point discussion from Televate for radio study. (Approx. 15 minutes)

Old Business / Pending Items

Authorization To Attend Meeting or Convention

Check One:

- In-State (needs Supervisory Committee authorization)
 Out Of State (needs Board resolution)

The Public Safety Committee hereby authorizes James Banish, Michael LaVallie
(committee) (name)

To attend Emotional Survival for LE
(name of meeting or organization)

At Ithaca College
(address)

On October 22, 2014. Mode of Transportation to be used vehicle
(dates) (county vehicle or mass transportation)

If the mode of transportation is not a county vehicle or mass transportation please explain: _____

Proper documentation must be attached when submitting for approval.
(Please check documents attached)

Notice of meeting or convention including cost.

For Overnight Travel

- Room rate \$ 114 GSA Rate \$ _____
 Meal costs – GSA per diem rate \$ _____
(see www.gsa.gov)

Date: 9/29/14 Signature [Signature]
(department head)

Date: 9/29/14 Signature [Signature]
(Committee Chairman)

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

Please check to request a fleet vehicle.

Request For Use Of A Fleet Vehicle

Filing Instructions:

1. Original with voucher to Auditor
2. Copy to Frank Morehouse if fleet vehicle is requested
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to commissioner of Administrative and Fiscal Services if credit card will be used.



Emotional Survival for Law Enforcement

By: Dr. Kevin M. Gilmartin, PhD

October 22, 2014 7am-4pm

953 Danby Road, Ithaca College, Campus Center Emerson Suites, Ithaca, New York

Dr. Kevin M. Gilmartin, PhD

Dr. Gilmartin is a behavioral sciences and management consultant specializing in the law enforcement and public safety professions. He formerly served 20 years in law enforcement in Tuscon, Arizona, during which time Dr. Gilmartin supervised the Hostage Negotiations Team. Dr. Gilmartin will discuss the stress and officer burnout, suicides, work ethic, and the phenomena of "hypervigilance". He is a guest instructor at the FBI Academy in Quantico, Virginia, and faculty member of the FBI Law Enforcement Executive Development Institute. Dr. Gilmartin holds a doctoral degree in clinical psychology from the University of Arizona and is retained by several law enforcement agencies' Clinical Incident Response Teams. He is the author of the book *Emotional Survival for Law Enforcement* and numerous articles published by the DOJ, IACP, and FBI. Dr. Gilmartin is a veteran of the United States Marine Corps and resides in Portland, Oregon and Tuscon, Arizona.

This is a FREE Seminar Courtesy of the Ithaca Police Department

This training will benefit all members of the law enforcement community, including police officers, spouses and their immediate families; all of which are encouraged to register and attend.

*Pre-Registration is required via email by October 12th, 2014. Please send an email containing the name of each person attending, rank if applicable, and the agency that they are representing to: sgarin@cityofithaca.org. Questions can be directed to IPD Lieutenant Scott Garin at the same email address or via phone at 607-279-4396.

* Registration begins at 6:30 am. Coffee will be available at registration. Parking will be available on the Ithaca College campus. Enter from Danby Road and follow posted signs for parking. Lunch will be provided. Dress attire is uniform or business casual.

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

**Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: Sheriff

DATE: September 29, 2014

- (a) Purpose of Request:
**To authorize a new intermunicipal agreement with the Washington County
Emergency Response Team**

- (b) Details:
Draft agreement attached.

- (c) Previous Resolution Number:

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

**INTERMUNICIPAL AGREEMENT
SHERIFF'S OFFICE TACTICAL TEAM COOPERATION**

This Agreement is made this 1st day of January, 2014, between the **COUNTY OF WASHINGTON**, a municipal corporation with its principal place of business at 383 Broadway, Fort Edward, New York, and the **COUNTY OF WARREN**, a municipal corporation with its principal place of business at 1340 State Route 9, Lake George, New York.

RECITALS

WHEREAS, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreement for the performance amongst 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, and

WHEREAS, the parties hereto have experienced within their jurisdictions a need for the joint response of both parties' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts or other instances amounting to emergency circumstances that may be more effectively dealt with through the use of a specially trained tactical team rather than standard police operations,

NOW, THEREFORE, the parties hereto do mutually agree pursuant to the terms and provisions of this Tactical Team Cooperation Agreement as follows:

ARTICLE ONE:

Purpose of Agreement. The purpose of this Agreement is to:

1. Formalize the relationship between the Washington County Sheriff's Office and its Emergency Response Team and the Warren County Sheriff's Office and its Emergency Response Team (hereinafter referred to as "Tactical Teams") and the use of the combined tactical team resources;
2. Eliminate the need to follow the formal procedure set forth in General Municipal Law §209-m to request assistance from the other party in the form of personnel and/or equipment;
3. Provide for more efficient utilization of law enforcement resources and services; and
4. Make available to each participating entity, the tactical team resources of the other participating entity in the event of an emergency in accordance with the provisions of this Agreement.

ARTICLE TWO

Personnel and Equipment. Each party agrees that their police department may supply tactical team personnel, equipment and other available resources to the other upon request in the event of an emergency, if their respective Sheriff, or his designee, deems it appropriate. The number of personnel, if any, and the amount or type of equipment to be dispatched by the responding party shall be determined by that agency's Sheriff, or his designee. In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in tactical team operations, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

ARTICLE THREE

Retained Personnel and Equipment. Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.

ARTICLE FOUR

Compensation. In accordance with the provisions of General Municipal Law §119-o(3)(b) each party shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking services pursuant to this Intermunicipal Agreement.

Neither party, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding tactical team's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers' compensation, or for the payment of any other benefits to the personnel of the responding party.

ARTICLE FIVE

Control of Personnel and Equipment. The Incident Commander of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall service; provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party, if more than one officer responds. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

ARTICLE SIX

Privileges and Immunities. To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of any participating tactical team or agency when performing its functions within the public agency's territorial limits shall apply to the activities of that agency's tactical team while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to General Municipal Law §119-n(c) and §119-o, police officers assisting another local government outside their normal territorial jurisdiction shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including, but not limited to, the power of arrest.

ARTICLE SEVEN

Line of Duty Death or Injury. The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either party while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE EIGHT

Liability and Indemnification. Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney's fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of tactical team operations.

Each party hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement. (Shawn, this was the last sentence from ARTICLE FOUR in original draft but moved here)

ARTICLE NINE

Administration. It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board. No real or personal property shall be acquired by the participants because of this Agreement. Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

ARTICLE TEN

Compliance with Laws. Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN

Approval, Duration and Termination. This Agreement shall not be effective until approved by a majority vote, as required by General Municipal Law §119-o, of the governing body of each party. This is the entire Agreement between the parties governing the subject matter herein and may only be changed, modified or amended by written agreement of the parties or the authorized representatives of the parties, subject to the requirements of ARTICLE ONE of this Agreement.

The term of this Agreement shall be for a period of five (5) years and shall terminate on December 31, 2018. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this Agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2014. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty (30) days written notice of its intent to withdraw from this Agreement.

ARTICLE TWELVE

Notices. In the event that it is necessary for either party to transmit to either party written notice or communications that are anticipated in accordance with the terms and provisions of this Agreement, the same shall be considered delivered upon personal delivery and/or the same by ordinary mail to the following persons and/or addresses:

C. Shawn Lamouree, Undersheriff
Warren County Sheriff's Office
1400 State Route 9
Lake George, New York 12845

Washington County Sheriff's Office
383 Broadway
Fort Edward, New York 12828

Delivery by mail shall be considered accomplished or complete when the notice or

communication is appropriately enclosed in an envelope or similar wrapping with postage attached and deposited in a receptacle maintained or owned by the United States Postal Service for the deposit or acceptance of mail.

ARTICLE THIRTEEN

Governing Law. It is understood and agreed by and between the parties that for purposes of legal actions and/or proceedings, New York State Law shall be the governing law.

ARTICLE FOURTEEN

Assignment. This Agreement may not be assigned, in whole or in part, by either party without the written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year above written.

Approved as to Form:

COUNTY OF WASHINGTON

Washington County Attorney

By _____
JAMES T. LINDSAY, CHAIRMAN
Board of Supervisors

Approved as to Form:

COUNTY OF WARREN

Warren County Attorney

By _____
KEVIN B. GERAGHTY, CHAIRMAN
Board of Supervisors

STATE OF NEW YORK)
) ss.:
COUNTY OF WASHINGTON)

On the ____ day of _____, in the year 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared JAMES T. LINDSAY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On the ____ day of _____, in the year 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared KEVIN B. GERAGHTY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.:

Title of Position: Patrol Officer #25 Annual Salary: \$47,710 Grade: 201-03

Budget code and title: A.3110 110 Union Non-Union

This position is vacated due to: Retirement Resignation Termination Promotion Other

Employee No: TBD

Is this position mandated? Yes No Is the position reimbursable? Yes No

Source of reimbursement: Federal % State % Other %

Impact to Budget: \$13,578.00 savings

Human Resources Director has approved this form when initialed.

JS.

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Public Safety Date 9/17/14

The Administrator has no objection to the filling of the vacancy.

The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature]

BUDGET OFFICER COMPLETES THIS SECTION

Date 9/19/14

The Budget Officer has no objection to the filling of the vacancy.

The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Public Safety - Sheriff Date 9/29/14

The committee has no objection to the filling of the vacancy.

The committee objects to the filling of the vacancy.

In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.

In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature Evelyn M Wood

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No.:

Title of Position: Patrol Sergeant #10 Annual Salary: \$68,452.00 Grade: 213-10

Budget code and title: A.3110 110 Union Non-Union

This position is vacated due to: Retirement Resignation Termination Promotion Other

Employee No: 8474

Is this position mandated? Yes No Is the position reimbursable? Yes No

Source of reimbursement: Federal % State % Other %

Impact to Budget: Neutral

Human Resources Director has approved this form when initialed.

GS

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

Name of Committee Public Safety Date 9/17/14

The Administrator has no objection to the filling of the vacancy.

The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature]

BUDGET OFFICER COMPLETES THIS SECTION

Date 9/19/14

The Budget Officer has no objection to the filling of the vacancy.

The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Public Safety-Sheriff Date 9/29/14

The committee has no objection to the filling of the vacancy.

The committee objects to the filling of the vacancy.

In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.

In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature Evelyn M Wood