

CRIMINAL JUSTICE & PUBLIC SAFETY
SHERIFF'S COMMITTEE AGENDA
AUGUST 15, 2017

*Committee Members: Supervisors Montesi, Geraghty, Girard, Brock, Simpson, Vanselow,
Braymer, Seeber and MacDonald*

- I. Committee meeting called to order by Chairman
- II. Motion to approve the minutes of the prior meeting
- III. Action Agenda/New Business Items:
 - A) Request permission to enter into an Intermunicipal Agreement with the Town of Stony Creek for the installation, operation and maintenance of a radio tower.
- IV. Referrals/Pending Items:
 - None.
- V. Discussion Items:
 - None.
- VI. Privilege of the Floor to discuss any additional items to come before the Committee
- VII. Motion to adjourn

Attachments:

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: Warren County Sheriff's Office

DATE: August 15, 2017

- (a) Purpose of Request: **Intermunicipal Agreement with Town of Stony Creek**
- (b) Details: **WCSSO to install, operate and maintain radio tower in the Town of Stony Creek**
- (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
BETWEEN WARREN COUNTY AND THE TOWN OF STONY CREEK
FOR THE INSTALLATION OF A RADIO TOWER**

THIS INTERMUNICIPAL AGREEMENT made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center, with a mailing address of 1340 State Route 9, Lake George, New York 12845, (“County”), and the

TOWN OF STONY CREEK, a municipal corporation established under the laws of the State of New York, with a mailing address of Town Hall, 52 Hadley Road, PO Box 96, Stony Creek, New York 12878, (“the Town”)

RECITALS

WHEREAS, the County is proposing to install a radio tower and associated building on property owned by the Town of Stony Creek on the premises of the Town Hall on Hadley Road in the Town of Stony Creek, and

WHEREAS, the parties have determined that the precise area of the Town’s property required by the County for the installation of a radio tower and accessory building is located at the northeast corner of the Town of Stony Creek Town Hall property, on Hadley Road, which is the Town’s property and depicted and highlighted in the map attached hereto and incorporated herein as Schedule “A” - hereinafter the “license area”, and

WHEREAS, by Resolution No. of 2017, the Warren County Board of Supervisors authorized an Intermunicipal Agreement with the Town for the purpose of establishing terms and conditions for the County to install the radio tower and accessory building, and

WHEREAS, the parties desire to enter into this Intermunicipal Agreement for the purpose of memorializing their understanding of each party's obligations and duties, and

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereto agree as follows:

AGREEMENT

1. TOWN GRANT OF LICENSE TO COUNTY. Upon execution of this Intermunicipal Agreement, the "effective date" of this Intermunicipal Agreement, and for a term of ten (10) years ("initial term"), which term may be renewed by the parties for successive ten (10) year periods thereafter as provided for herein, the Town grants the County a license to the license area for the purpose of access, installation, maintenance and use of a radio tower, related equipment and accessory building upon the license area. Not later than one hundred twenty (120) days prior to the expiration of the initial term or any extended term thereafter, the County may request an extension of this Agreement for an additional ten (10) year term or such term as the parties may agree upon. Any extension of this Agreement is subject to the consent of the Town which consent shall not be unreasonably withheld.

2. AUTHORITY AND OBLIGATION OF COUNTY. By virtue of the Town granting the County a license for the license area, the County, or through its authorized agents, contractors or sub-contractors shall, subject to the terms and conditions herein, enter upon, install and maintain a radio tower and have use of the existing building to be built on the license area. County shall keep and maintain all improvements in good repair and at all times ensure safe use and operation of all improvements. Town shall exercise reasonable care with respect to the County's improvements and will not take any actions which may cause damage or loss to the County's improvements.

3. GOVERNMENTAL APPROVALS. The County shall be responsible at its sole cost for obtaining any and all necessary land use approvals or permits, including but not limited to approvals or permits from the Adirondack Park Agency. The County is hereby authorized to sign and file any necessary applications for permits or land use approvals.

4. PRIOR REVIEW AND APPROVAL OF CONSTRUCTION DETAILS AND FUTURE MODIFICATIONS REQUIRED BY TOWN. The final construction details and any future modifications thereof of the radio tower and accessory building located within the license area shall be subject to the prior written approval of the Supervisor of the Town of Stony Creek.

5. OWNERSHIP. It is expressly agreed that at all times and for all purposes under this Agreement the Town shall maintain title and ownership to the license area. The County is not acquiring nor will it claim to have acquired any ownership interest in the license area through this Agreement. The County will retain ownership of the equipment, infrastructure and improvements installed or placed by it in the license area. Upon termination of this agreement, the County will remove all equipment, infrastructure and improvements installed or placed by the County in the license area and will restore the license area to its original condition, normal wear and tear accepted.

6. ASSIGNMENT AND USE OF WORK FORCES. The County agrees to employ such employees as may be necessary to carry out and complete its obligations and responsibilities under this Agreement. The County agrees that the employees so assigned shall, for all purposes, including but not limited to salary, fringe benefits, workers' compensation, disability insurance and unemployment insurance, be employees of the County, and shall not, under any circumstances, be held out or considered to be employees of the Town.

7. COMPLIANCE WITH LAWS. In carrying out its respective obligations and

responsibilities under this Agreement, the County shall strictly observe and comply with all applicable laws, including all safety laws, rules and regulations (including but not limited to Federal Occupation Safety and Health Act, the New York Labor Law and all regulations promulgated pursuant to such laws), and to provide such protection as necessary to protect its workers. In the event that additional safety measures are required, the County will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, the County shall hold harmless, indemnify and defend the Town and its officers and employees, against all losses, claims, fines or expenses including, but not limited to, attorney's fees resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, materialmen and public. The indemnity provided by the requirements contained herein shall be in addition to, and not in limitation upon, any rights of common law indemnity or any other indemnification obligations contained in this agreement.

8. TERMINATION. This Intermunicipal Agreement will take effect on the effective date as provided for herein and may be terminated by the County at any time upon six (6) months written notice to the Town. The Town may terminate this Agreement upon written notice for cause, meaning a substantial breach of this Agreement by the County which breach has not been cured by the County after 30 days notice for the County to cure.

9. NOTICES. Any notice required under this Intermunicipal Agreement shall be considered delivered upon personal delivery and/or the same by ordinary mail to the following persons and/or addresses:

Warren County Sheriff's Office
ATT: Sheriff
1400 State Route 9
Lake George, New York 12845

Town of Stony Creek
ATT: Supervisor, Town Hall
52 Hadley Road, PO Box 96
Stony Creek, New York 12878

Copy to:

Warren County Attorney's Office
1340 State Route 9
Lake George, NY 12845

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.

10. INSURANCE REQUIREMENTS.

A). The County shall, at its own expense, provide and keep in force at all times during the period in which this Agreement is in effect, a policy or policies issued by any insurance company authorized to do business in the State of New York insuring the County for Commercial General Liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; Automobile Liability, including all owned, non-owned and hired vehicles with a One Million Dollars (\$1,000,000) combined single limit covering any and all vehicles, equipment, machinery and materials of the County used in the performance of this Intermunicipal Agreement. The Town shall be named as an additional insured on said insurance policies. The additional insured coverage shall be primary and non-contributory for the Town and cover direct and vicarious liability. Proof of the insurance required herein, in the nature of Certificates of Insurance and/or copies of policies of insurance, shall be furnished upon request by the County. The County shall require all agents, contractors or sub-contractors who perform construction or maintenance services for the County in the license area to procure and maintain in place during the period in which this Agreement shall be in effect insurance of the types

and limits provided for in this paragraph. The Town shall be named as an additional insured on the same basis as provided for in this paragraph. Proof of insurance required by all such agents, contractors or sub-contractors in the nature of Certificates of Insurance and/or copies of policies of insurance, shall be furnished upon request by the County.

11. INDEMNIFICATION.

A). The County agrees to indemnify, defend and hold harmless the Town from all and any claims, demands, suits, judgments and costs arising out of the negligence of the County, its agents, servants, employees, contractors and sub-contractors, with respect to the performance or non-performance of any of the authority, responsibility or obligation of the County under this Intermunicipal Agreement.

B). The Town will indemnify, defend and hold harmless the County from all loss or damage to the improvements to the extent such loss or damage is due to the lack of care or intentional act of the Town or its employees or agents.

12. RECORDS RETENTION. The County agrees to retain all records related to this Intermunicipal Agreement for a period of six (6) years and agrees to allow the Town, through the appropriate Town officials legally allowed to do so, to review and or audit such records. In the event that a review or audit is requested, the records shall be made available at the County's place of business or, at the request of the Town, at the Town Hall with the understanding that copies of such records may be made by the designated Town officials. Records shall be made available upon ten (10) days written notice or within ten (10) days of the delivering of written notice by the Town.

13. MISCELLANEOUS. This is the entire Intermunicipal Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable the rest of this Agreement will nevertheless remain in full

force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the County or Town without prior approval by the other party in writing. Any dispute related to this Agreement will be decided in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

COUNTY OF WARREN

Assistant Warren County Attorney

By _____
RONALD F. CONOVER, CHAIRMAN
Board of Supervisors

Date: _____

TOWN OF STONY CREEK

By Frank E. Thomas
FRANK E. THOMAS, SUPERVISOR
Town of Stony Creek

Date: 7/18/17

McLenithan, Sarah

From: Benjamin Botelho
Sent: Tuesday, August 08, 2017 3:15 PM
To: McLenithan, Sarah
Cc: Lamouree, C. Shawn; Montesi, Ronald
Subject: Requested hange to agenda, Criminal Justice/Public Safety Meeting 8/15
Attachments: doc20170808150935.pdf

Hi Sarah,

As discussed, the Sheriff's Office will be building a new communications tower in Stony Creek. We have a draft intermunicipal agreement between the town of Stony Creek and the County, whereby the town allows us to build, operate, and maintain the tower. Stony Creek's attorney already signed the agreement, but we need Board approval before the Chairman can sign off.

Supervisor Montesi told me we could have the agreement introduced on the 15th, so it can go before the Board of Supervisors for approval on the 18th. He suggested having the agenda updated, so the agreement can be introduced first, before the other scheduled discussions. I attached the most recent version of the agreement.

If you need anything else, let me know.

Thanks!
Ben

Benjamin M. Botelho
Second Assistant County Attorney
Warren County Attorney's Office
1340 State Route 9
Lake George, New York 12845
T: (518) 761-6463 – F: (518) 761-6377

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