

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE
SHERIFF AGENDA
JUNE 21, 2022

COMMITTEE MEMBERS: Supervisors Geraci, Braymer, Seeber, Dickinson, Driscoll, McDevitt, Diamond, and Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board.

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 - 1. Request: Create two new positions, Patrol Officer #71 and Patrol Officer #72.
Rationale: The newly created positions will be utilized to provide full-time dedicated patrol services in the Municipal Center, Human Services Building, and during County meetings.
 - 2. Request: Enter into an agreement with Great Escape Theme Park, LP for periodic assignment of dedicated police services in the theme park.
Rationale: Great Escape Theme Park, LP periodically requests services of uniformed Patrol Officers for dedicated police services within the park. The agreement will allow the Sheriff's Office to assign Patrol Officers, as needed, and receive compensation from Great Escape Theme Park, LP for employee overtime and fringe benefit expenditures.
- IV. Discussion Items:
 - 1. Marine Unit
- V. Referrals/Pending Items:
- VI. Privilege of the floor and public comment (please allow for 15 second delay on live stream meetings)
- VII. Motion to adjourn

Attachments: 1-1. Resolution Request Form No. 11 - Request to Create New Position (Patrol Officer #71)
1-2. Resolution Request Form No. 11 - Request to Create New Position (Patrol Officer #72)
2. Resolution Request Form No. 3 - Request for New Contract (Great Escape Theme Park)

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Sheriff

DATE: June 21, 2022

- (a) **Title of Requested Position:** Patrol Officer #71
- (b) **Annual Base Salary (and Grade of Applicable):** \$45,854
- (c) **Effective Date for New Position:***
***Please do not backdate unless the purpose is to correct an error.**

Upon Approval of the Board of Supervisors

- (d) **List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request (Include annual salary and grade if applicable):**

N/A

- (e) **Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:**

A.3110 110 General Sheriff's Law Enforcement - Salaries - Regular

- (f) **Has Personnel Officer Reviewed and Approved of the New Position Title?:** Yes
(This is necessary BEFORE bringing the request to committees.)
- (g) **Is this a mandated position? If so, please explain:** No
- (h) **Is there expected revenue from this position? If so, please explain:** No

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Sheriff

DATE: June 21, 2022

- (a) **Title of Requested Position:** Patrol Officer #72
- (b) **Annual Base Salary (and Grade of Applicable):** \$45,854
- (c) **Effective Date for New Position:***
*Please do not backdate unless the purpose is to correct an error.

Upon Approval of the Board of Supervisors

- (d) **List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request (Include annual salary and grade if applicable):**

N/A

- (e) **Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:**

A.3110 110 General Sheriff's Law Enforcement - Salaries - Regular

- (f) **Has Personnel Officer Reviewed and Approved of the New Position Title?:** Yes
(This is necessary **BEFORE** bringing the request to committees.)
- (g) **Is this a mandated position? If so, please explain:** No
- (h) **Is there expected revenue from this position? If so, please explain:** No

PATROL OFFICER

DISTINGUISHING FEATURES OF THE CLASS:

This position involves responsibility for providing public safety services by patrolling the county in a patrol cruiser or on foot, and providing for the investigation of violations of law and the apprehension of criminals. Employees in this class are responsible for the efficient performance of routine patrol duties in a specified zone of the county during a designated shift or, on a temporary assignment basis, to various other special events and details of the Sheriff's Office. Details may consist of assignment to special enforcement units, including Marine, ATV, Scuba, Snowmobile and Traffic Safety. Incumbents are required to carry firearms. Incumbents must be able to apply modern police methods and practices to patrol and investigation duties. Work is performed under the general supervision of a Patrol Sergeant with considerable independent responsibility allowed for exercise of sound judgment in normal work situations and emergencies. A Patrol Officer also does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

- Patrols assigned areas of the county to prevent crime, respond to calls for assistance from the public, prevent crime and investigate suspicious or criminal activities;
- Operate radar speed equipment to enforce the NYS Vehicle and Traffic Law;
- Responds to complaint calls, such as family disturbances, burglaries, trespassers, fights, etc., and takes action regarding resolution of the problem, which may include arrest and the pursuit of law violators;
- Makes arrests and issues tickets for violations of the law to prevent crime, protect life and property, and enforce applicable laws;
- Operates breathtest equipment to determine the blood alcohol concentration of persons suspected of operating motor vehicle while their ability is impaired by the consumption of alcohol;
- Conducts investigations into reports of missing and lost persons, stolen cars and property, and a variety of other violations of law;
- Assists the investigation of homicides, rapes, robberies and other major crimes;
- Renders assistance to other law enforcement agencies as requested;
- Transports prisoners in their custody pursuant to law arrest;
- Executes civil and criminal process, including arrest warrants, civil evictions, and criminal summonses.
- Maintains order in crowds and during special events, parades, funerals, and other mass gathering events;
- Prepares a variety of records and reports regarding patrol activity;
- Works under the immediate supervision of a Patrol Sergeant.

(cont.)

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

- Good knowledge of modern principles and practices of criminal investigations;
- Understanding of what constitutes and how to safeguard and process evidence;
- Working knowledge of the NYS Criminal Procedure Law, the NYS Penal Law, and other New York statutes that relate to criminal investigations, arrests and prosecutions;
- Good knowledge of the geography of Warren County, New York;
- Ability to write reports with clarity, suitable content and proper use of the English language, as well as have good knowledge of terminology encountered in police work;
- Ability to work with people under stress;
- Good powers of observation;
- Ability to deal courteously yet firmly with the public;
- Good working knowledge of the Sheriff's Office Law Enforcement Division Operations Manual;
- Physical condition commensurate with the demands of the position.
- Thorough knowledge of the use of weapons and their capabilities;

MINIMUM QUALIFICATIONS:

Graduation from high school or possession of a high school equivalency or comparable diploma as provided under the NYS Civil Service Law.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:

Eligibility for appropriate driver's license issued by the NYS Department of Motor Vehicles at the time of application; possession of a NYS Driver's License at the time of appointment.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: June 21, 2022

- (a) **Is this a Result of a Bid or Request for Proposal?** No
- (b) **Purpose of Contract:** Dedicated police services to Great Escape Theme Park, LP
- (c) **Name of Contractor:** Great Escape Theme Park, LP
- (d) **Address of Contractor:** 1172 State Route 9, Queensbury NY 12804
- (e) **Contractor's Contact Person and Telephone Number:** Rebecca Wood, President
(518) 792-3500
- (f) **Has or will the Contract be provided, if so, please attach:** Yes
- (g) **Commencement Date of Contract:** June 1, 2022
- (h) **Termination Date of Contract:** Agreement shall remain in full force and effect unless terminated by either party or amended by mutual agreement
- (i) **Payment Provisions:**
 - i) **lump sum amount**
 - ii) **hourly rate amount** Officer hourly OT rate + fringe
 - iii) **total amount not to exceed**
 - iv) **how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)**
- (j) **Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3110 120 General Sheriff's Law Enforcement - Salaries - Overtime

* as listed in budget and LOGOS

**AGREEMENT FOR LIMITED POLICE PRESENCE
WITHIN THE GREAT ESCAPE THEME PARK**

THIS AGREEMENT (the "Agreement"), made by and between the COUNTY OF WARREN SHERIFF'S DEPARTMENT, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1400 State Route 9, Lake George, New York 12845 (the "Provider"), and

THE GREAT ESCAPE THEME PARK, LP, an organization formed under the Laws of the State of New York, having its principal offices and place of business located at 89 Six Flags Drive, Queensbury, New York 12804 (the "Park").

1. The Park and the Provider agree that the Provider shall provide a dedicated police presence at the Great Escape Theme Park on such dates and times as the parties agree upon. If the Provider cannot maintain presence during a scheduled shift the Provider will not be held liable.

2. In consideration of the services to be provided by the Provider, the Park shall pay the Provider an hourly overtime rate for the specific employee plus fringe benefits for each Patrol officer at the Park for the hours and dates agreed upon. Payment shall be made in accordance with the provisions in this Agreement hereinunder.

3. All personnel of the Provider providing limited police presence shall be within the employ of Provider only, which alone shall be responsible for their work, direction, supervision, compensation and all benefits.

4. The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance as noted in paragraph 5; and Resolution No. 173 of 2021. These documents are attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern.

5. The Park shall carry General Liability coverage in the amounts of at least \$500,000 per occurrence (\$1,500,000 aggregate), and an Umbrella policy of at least \$2,000,000 with respect to the County and any of its employees or agents. The Park shall name the Warren County Sheriff, Warren County, its Board, officers and employees as additional insured on a primary, non-contributory basis to the Park's General Liability policy. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.

6. The Park shall furnish to the Provider Certificate(s) of Insurance evidencing coverage and extensions stipulated in paragraph number 4, upon execution of this Agreement. The failure of the Provider to provide such Certificate of Insurance shall not be deemed a waiver by the Provider of the Park's obligation to provide same insurance coverage. In addition and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the Provider of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that the Park provide insurance coverage as noted anywhere in this Agreement.

7. This Agreement shall commence on June 1, 2022 and continue unless terminated by either party upon thirty (30) days written notice. If either party terminates this Agreement prior to billing and payment for completed services, the Sheriff's Office shall be paid for all services previously rendered pursuant to this agreement. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

8. To the fullest extent permitted by law, the Park shall indemnify, hold harmless and defend the Warren County Sheriff's Department and Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the Warren County Sheriff's Department or Warren County, its Board, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the Park's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the Park's operation of the Great Escape or from any of the acts or omissions on the part of the Park, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors, guests and invitees. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

The Park shall upon the County's demand, promptly and diligently defend at the Park's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the Warren County Sheriff's Department and/or Warren County to provide defense under this paragraph and the Park shall pay and satisfy any judgement decree loss or settlement in connection therewith.

The Park shall, and shall cause the Park's officers, employees and agents to cooperate with the Warren County Sheriff's Department and/or Warren County with the investigation defense or prosecution of any action, suit or proceeding related to the subject matter of this Agreement.

The Park shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational 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 and the workers of other contractors. In the event that additional safety measures are required, the Park agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, the Park shall hold harmless, indemnify and defend the Warren County Sheriff's Department and Warren County, its Board, officers, employees and volunteers 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, suppliers, and materialmen.

9. Any type of discrimination and harassment is against Warren County policy and is unlawful. The Park acknowledges and agrees that they have read the entirety of the Warren County Policy Against Discrimination and Harassment, a copy of which can be found online at <https://warrencountyny.gov/hr/forms.php> under the link labeled Discrimination and Harassment.

The Warren County Sexual Harassment Policy applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates the entire Policy as a material term of this Agreement. The Park shall follow the policy in its entirety. If a complaint does arise, the Park is to notify Warren County promptly. To the fullest extent permitted by law, the Park shall indemnify, hold harmless and defend the Warren County Sheriff's Department and Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from the Park and/or agent's breach of this policy.

10. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by mail or overnight delivery to the party's address stated above.

11. This Agreement may not be assigned, in whole or in part, by the Park without prior approval by Provider in writing and signed by a duly authorized representative. Consent shall not limit Provider's right to enforce this provision on assigned parties.

12. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

13. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

14. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement and signed by a duly authorized representative of the Provider. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

15. Delivery of Services

a. Service Area

The Provider shall provide a limited police presence within the physical boundaries of the Great Escape Theme Park.

b. Quantity of Services

The Provider will assign to the Park one (1) uniformed patrol officer for foot patrol on such dates and times as the parties agree upon and continuing as necessary until December 31, 2021.

c. How Delivered

The scheduling, direction and supervision of the Provider's personnel and those matters incident to the delivery of additional law enforcement services to the Park shall be determined by the Provider.

d. Billing and Payment

Upon presentation of a billing statement, the Park shall pay to the Provider the amounts due as agreed upon herein for the services rendered. Failure to render payment within ten (10) days of receipt of invoice shall constitute grounds for immediate termination of this Agreement.

e. Termination

Either party may terminate this Agreement with or without cause at any time or for convenience at any time upon ten (10) days written notice to the Provider.

f. Payment Upon Termination

If either party terminates this Agreement prior to the completion of services, the Sheriff shall be paid for those services rendered pursuant to this Agreement on a pro-rated basis.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of execution of the last signatory hereunder.

Approved as to Form:

COUNTY OF WARREN


