

PUBLIC SAFETY MUTUAL AID AGREEMENT

THIS AGREEMENT made September 1, 2019 by and between the Montgomery County Sheriff's Office, the County of Montgomery, a municipal corporation with its office at 200 Clark Drive, Fultonville, New York, the Amsterdam Police Department, the City of Amsterdam, a municipal corporation with its office located at the Public Safety Facility, Guy Park Ave. Ext., Amsterdam, New York, the Canajoharie Police Department, located at 75 Erie Blvd., Canajoharie, NY 13317, the Village of Canajoharie, the Fort Plain Police Department, located at 168 Canal St., Ft. Plain, NY 13339, the Village of Fort Plain, the St. Johnsville Police Department, located at 16 Washington St., St. Johnsville, NY 13452 and the Village of St. Johnsville. The parties are sometimes referred to as a "local government" or collectively as "local governments".

RECITALS

WHEREAS, Section 119-o of the General Municipal Law (GML) permits municipal corporations to enter into agreements 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, §119-n(c) and § 119-o GML further provide that municipal corporations that enter into such agreements for a joint service may extend the appropriate territorial jurisdiction of the participants necessary to fulfill said service, and personnel assigned to a joint service shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed them in the area where they are employed; and

WHEREAS, the County of Montgomery, and its Sheriff's Office, the City of Amsterdam and its Police Department, the Village of Canajoharie and its Police Department, the Village of Fort Plain and its Police Department, the Village of St. Johnsville and its Police Department employ their own full time Police Officers which currently provide police service exclusively to their own respective jurisdictions; and

WHEREAS, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this Agreement for the provision of inter-agency law enforcement services on a day-to-day basis;

NOW THEREFORE, pursuant to the above considerations and the covenants and mutual benefits herein expressed, the parties agree as follows:

ARTICLE ONE Purpose of the Agreement

The purpose of this Agreement is to:

1. Formalize the relationship between the local governments and enhance and define the scope of the inter-agency cooperation;
2. Eliminate the need to follow the formal procedure set forth in GML §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, including public safety dispatch services.
4. Provide for more efficient utilization of shared telecommunications systems of each agency for enhanced interoperability for voice and data.
5. Provide for enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations; including all types of law enforcement investigations;
6. To ensure an adequate number of trained and equipped law enforcement officers to handle and resolve emergency, disaster, and violent situations; as well as routine law enforcement services which cannot be met with the resources of one of the parties to this Agreement;
7. Provide for the development of joint policies, procedures and use of training exercises or programs where skills, knowledge, procedures and expertise are shared with each other's department and personnel; and
8. Provide for the possibility of obtaining and maintaining shared equipment.

ARTICLE TWO

Scope of Agreement

Inter-jurisdictional law enforcement service and assistance (mutual aid) may be provided among the local governments during those times of both:

1. Emergency, and
2. Routine law enforcement work of a non-emergency nature to fulfill a mutual aid request.

Examples of this type of situation would include but not be limited to:

Temporary assignment of law enforcement officers and/or equipment of one party to the other for patrol purposes and response to calls for service where the officers and/or equipment of the party requesting assistance may be unavailable due to prior calls for service;

Response of officer(s) of one party into the other party's jurisdiction to provide backup for officers on or responding to calls which would require a two officer response, and only one officer of the requesting party is available;

Response of officer(s) of one party into the other parties jurisdiction to provide a specialized function or service in which officers of the responding police department are uniquely trained and/or equipped for (i.e. conductive energy device deployment, tactical team deployment, forensic response, drug task force);

Temporary assignment of public safety dispatchers of one local government to another for purposes of assisting in receiving and dispatching of calls for service;

Conducting joint investigations and executions of warrants;

Conducting joint fatal and serious physical injury motor vehicle accidents and maintaining a multi-jurisdictional investigative team and on call list;

Developing and maintaining a multi-jurisdictional forensic crime scene response team and on call list;

Conducting joint responses to high risk tactical incidents and maintaining a multiple agency tactical team;

Conducting joint investigations into the operation of motor vehicles while under the influence of drugs utilizing trained Drug Recognition Experts from the various local governments and maintaining a rotating on-call list;

Conducting joint training;

Development of policies and procedures for multiple agency teams. In the case of a joint tactical team, rules and regulations shall be established providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency;

Sharing of any and all telecommunications systems, including telephonic systems, two way radio communications, data systems, information systems, facilities, towers, equipment and personnel for public safety dispatching services.

Sharing of all categories and types of equipment and facilities not specifically addressed in this document.

It is not the intent of this Agreement to circumvent any collective bargaining agreements in place within either jurisdiction in regards to staffing and payment of overtime to cover shift shortages. Rather it is the intent of this Agreement to maximize the effectiveness, efficiency and safety of the officers and personnel of all of the local governments while working their pre-scheduled shift with the exception of pre-established on-call specialized investigative teams.

ARTICLE THREE Power and Authorization

Each party authorizes the officers working at the time mutual aid is needed to request temporary assistance from the other party. This request should come from the supervisor or officer in charge of the shift of the requesting agency at the time, whenever possible. Any request for assistance that is pre-planned and/or will be of longer duration (i.e. training, large scale pre-planned events) should come through the respective Sheriff, Chief or their designee. The judgment of the officer authorized under this Agreement of each municipality rendering aid as to the amount of personnel, supplies and equipment available shall be final.

The obligation to render mutual aid is strictly voluntary in nature. It does not place any of the local governments under any obligation to respond to a request for mutual aid or assistance

of the other party that it is unable or unwilling to honor. Such law enforcement aid may be provided on an actual or standby basis.

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.

Pursuant to sections §119-n(c) and § 119-o GML, officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

ARTICLE FOUR

Control of Personnel and Equipment

The officer in charge of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall serve; 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.

Further, each party authorizes the respective Sheriff, Chief or their designee, to pre-arrange training exercises and programs, as well as temporary assignment of officers and/or equipment to another law enforcement agency for training or investigatory purposes.

ARTICLE FIVE

Compensation and Expenses

All individuals shall retain their entire pension, disability, contractual and compensation rights (including workers' compensation and GML 207-C benefits) while performing duties in accordance with this Agreement. All salaries, legal and contractual benefits, and other personnel costs together with equipment and supply costs will be the responsibility of the respective local government employing the officer.

Neither participant, 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 party'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, GML 207-C benefits, or for the payment of any other benefits to the personnel of the responding party. Each participant 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.

ARTICLE SIX

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 fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of any mutual aid operations.

All immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering aid under this Agreement outside of its boundaries unless otherwise provided by law. All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by local governments which are parties to this Agreement have in their own jurisdictions shall be effective in the jurisdiction in which they are giving aid unless otherwise provided by law or this Agreement.

ARTICLE SEVEN Rules and Regulations

The Sheriff and Chief of the local governments shall establish uniform rules and regulations for requesting and rendering mutual aid as necessary and appropriate to implement this Agreement. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall be operated by personnel trained in the proper use of same.

It is understood that under no circumstance will privately owned vehicles or equipment be utilized in providing mutual aid unless commandeered or authorized by the commanding officer of the local government receiving aid, with the exception of individual officer equipment that is authorized by the employing agency.

ARTICLE EIGHT Cooperation and Line of Duty Death or Injury

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

The Sheriff and Chief will fully communicate, consult and cooperate with each other to insure that a thorough, efficient and effective investigation or review is conducted and that unnecessary duplication is avoided. The results of such investigation shall be shared with each local government.

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity 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 NINE

Approval, Modification and Termination

This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.

This Agreement may be changed, modified or amended by written Agreement of the participants, subject to the requirements of the first paragraph of this Article.

This Agreement may be terminated at any time by passage of a resolution terminating same by the governing board of a party to the Agreement. A copy of the resolution shall be promptly filed with the Clerk of each local government following its passage. However, obligations previously incurred are not extinguished by the termination of the Agreement.

This agreement shall be in effect for a 5-year period at which time a new agreement would need signature by the appropriate personnel. [*Intermunicipal agreements may be in effect for up to five years §119-n (2) (j)*].

ARTICLE TEN

Miscellaneous

This Agreement constitutes the entire Agreement between the parties and cannot be modified or amended except by written Agreement of the parties pursuant to Article Nine, above.

The laws of the State of New York shall govern this Agreement.

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.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

For the purposes of this Agreement, when involved in routine law enforcement work of a non-emergency nature, temporary assignments and training exercises, the law enforcement agency from which the equipment is assigned, or which is providing the training, or which is sponsoring the training exercise shall be deemed the assisting local government.

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

Signature Page:

By: _____
Jeffery T. Smith, Sheriff
Montgomery County Sheriff's Office

By: _____
Matthew L. Ossenfort, County Executive

By: _____
Gregory Culick, Chief
Amsterdam Police Department

By: _____
Michael Villa, Mayor
City of Amsterdam

By: _____
Bryan McFadden, Chief
Canajoharie Police Department

By: _____
Jeff Baker, Mayor
Village of Canajoharie

By: _____
Ryan Austin, Chief
Village of Fort Plain

By: _____
Mark Nearbin, Mayor
Village of Fort Plain

By: _____
Diana Callen, Chief
St. Johnsville Police Department

By: _____
Charles Straney, Mayor
Village of St. Johnsville