

**INTERMUNICIPAL AGREEMENT  
JOINT SPECIAL WEAPONS AND TACTICS TEAM**

This agreement is made this 1<sup>st</sup> day of January, 2019, between the **Town of Woodbury**, a municipal corporation with its principal place of business at 511 RT 32, Highland Mills New York, the **Village of Harriman**, a municipal corporation with its principle place of business at 1 Church Street, Harriman New York, the **Village of Monroe**, a municipal corporation with its principle place of business at 7 Stage Road, Monroe New York, the **Town of Chester**, a municipal corporation with its principle place of business at 1786 Kings Highway, Chester New York, the **Village of Goshen**, a municipal corporation with its principle place of business at 276 Main Street, Goshen New York, the **Town of Warwick**, a municipal corporation with its principle place of business at 132 Kings Highway, Warwick New York.

**RECITALS**

**WHEREAS**, Section 119-o of the General Municipal Law 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**, the parties hereto have experienced within their jurisdictions a potential need for the joint response of all participants' 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 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 do mutually agree pursuant to the terms and provisions of this Tactical Team Cooperation Agreement as follows:

**ARTICLE ONE  
Purpose of the Agreement**

The purpose of this Agreement is to:

1. Establish and maintain a joint Special Weapons and Tactics Team by the Town of Woodbury Police Department, Village of Harriman Police Department, Village of Monroe Police Department, Town of Chester Police Department, Village of Goshen Police Department, and the Town of Warwick Police Department (hereinafter referred to as "Tactical Response Unit" (T.R.U.), that will be available to either participating entity in the event of an emergency in accordance with the provisions of this Agreement;
2. Formalize rules and regulations providing for a single team commander and team leaders, a single set of standard operational procedures, and maintain training records;

3. 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; and
4. Provide for more efficient utilization of law enforcement resources and services.

## **ARTICLE TWO Personnel and Equipment**

Each party agrees that their police department will supply personnel, equipment and other available resources to the other as part of a joint Tactical Response Unit. The number of personnel and the amount or type of equipment to be contributed shall be determined by the party's police chief, or their designee.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in T.R.U. operations, subject to the terms of this Agreement. Such training shall take place once per month, one week per year, as set forth in the unit's operations manual.

## **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**

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 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. 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 FIVE**  
**Control of Personnel and Equipment**

The Incident Commander of the agency responsible for the geographic jurisdiction in which an incident occurs shall be in command of the operation(s) under which the Tactical Response Unit is requested. The T.R.U. commander shall report to the Incident Commander. T.R.U. members will be under the supervisory control of the Tactical Response Unit Commander during incidents and training events. Each party agrees that the selection of the Tactical Response Unit Commander will be made jointly by the respective Police Chiefs, or their designees. Selection of team leader (s) and team operators will be made jointly by the respective police chiefs, or their designees, in consultation with the Team Commander.

Each party agrees to seek and maintain compliance with the provisions of the SWAT Team Certification Program promulgated by the State of New York Municipal Police Training Council (MPTC).

**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 the Tactical Response Unit when performing its functions within the public agency's territorial limits shall apply to the activities of the Tactical Response Unit members, other police officers or employees, or agency while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to sections §119-n(c) and § 119-o GML, law enforcement 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 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 their jurisdiction 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 jurisdiction, and such injury or death shall be considered to be in the line of duty. There shall be no reimbursement for any indemnity award or premium contribution assessed against the employing agency for workers compensation or death to a unit member while engaged in rendering services under this agreement.

## **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 fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of tactical team operations.

## **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 participating Chiefs of Police, or their designee, 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**

1. 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.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on December 31, 2024. The terms herein shall continue, however, until all 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, 2025. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement. [*Intermunicipal agreements may be in effect for up to five years §119-n (2) (f)*]







