

RESOLUTION NO.: 237 - 2019

OF

SEPTEMBER 23, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF WOODBURY AND THE CITY OF NEWBURGH
FOR POLICE DEPARTMENT TACTICAL TEAM COOPERATION

WHEREAS, General Municipal Law Section 119-o permits municipal corporations to enter into agreements for the performance among 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 Town of Woodbury Police Department and the City of Newburgh Police Department have experienced within their jurisdictions a potential need for the joint response of both parties' police tactical teams to address certain criminal acts or threats that may be more effectively dealt with through the use of specially trained tactical team rather than standard police operations; and

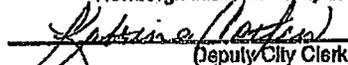
WHEREAS, the respective Police Departments have proposed an inter-municipal agreement to engage in Tactical Team cooperation; and

WHEREAS, said inter-municipal agreement is annexed hereto and made part hereof and it is deemed to be in the best interests of the City of Newburgh to enter into this agreement for such purposes;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an Inter-municipal Agreement for Police Department Tactical Team Cooperation between the Town of Woodbury, New York and the City of Newburgh, New York.

I, Katrina Cotton, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 9/23/19 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 24th day of Sept 2019


Deputy City Clerk

**INTERMUNICIPAL AGREEMENT
POLICE TACTICAL TEAM COOPERATION**

This agreement is made this 1st day of September, 2019, between the Town of Woodbury, a municipal corporation with its principal place of business at the Town Hall, 615 RT 32 Highland Mills, New York, and the City of Newburgh, a municipal corporation with its principal place of business at 83 Broadway, Newburgh, 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 both 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. Formalize the relationship between the Town of Woodbury Police Department and its TACTICAL RESPONSE UNIT, and the City of Newburgh Police Department and its SWAT Team, herin 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 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; 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 police chief, 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 police chief, 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

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 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 Team Commander in charge of the responding team. 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 sections §119-n(c) and § 119-o GML, police 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 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 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 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

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 January 1, 2025. 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 October 1, 2024. 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.

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

TOWN OF WOODBURY

By: _____
Frank Palermo- Supervisor

CITY OF NEWBURGH

By: _____
Joseph P. Denat- City Manager

