

**CITY OF HUDSON
COMMON COUNCIL
RESOLUTION NO. ____**

March 17, 2020

**A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND THE
INTERMUNICIPAL AGREEMENT FOR THE COLUMBIA-GREENE
SHARED SERVICES RESPONSE TEAM**

WHEREAS, the County of Columbia, the City of Hudson and the County of Greene entered into an Inter-Municipal Agreement on June 18, 2015 to create a shared services Response Team, and

WHEREAS, in 2016 the County of Columbia, the City of Hudson and the County of Greene extended said Inter-Municipal Agreement period for an additional four (4) years which extension expired on December 31, 2019; and

WHEREAS, the parties desire to extend said Inter-Municipal Agreement on file with the City Clerk’s office upon the same terms and conditions for an additional one (1) year period commencing January 1, 2020.

NOW, THEREFORE BE IT RESOLVED, that the Mayor is authorized to enter into an agreement to extend the said agreement on the same terms and conditions for an additional one (1) year period commencing on January 1, 2020.

Introduced by _____

Seconded by _____

Approved: _____

By: _____
Mayor Kamal Johnson

February 5, 2020



Office of the
County Administrator

411 Main Street
Suite 408
Catskill, New York 12414

Shaun S. Croden
County Administrator

The Honorable Kamai Johnson
Mayor, City of Hudson
City Hall
520 Warren Street
Hudson, New York 12534

**Re: Extension of Inter-Municipal Agreement:
Columbia-Greene Shared Services Response Team**

Dear Mayor Johnson:


As you may know, the above Agreement expired on December 31st, 2019. Also, Greene County has a new Sheriff, Peter Kusninsky, as of January 1st, 2020.

Having this in mind, Greene County would like to extend the above Agreement for a one year period, through the year 2020. Enclosed please find a copy of Resolution No. 294-19, adopted by the Greene County Legislature on October 16th, 2019, authorizing this one year extension, together with three (3) Extension Agreements. As you can see, the extension has been signed by Chairman Murell from the Columbia County Board of Supervisors, but that took some time, as it had to go through several of their Committee meetings.

If you are amenable to this extension, would you please sign all three (3) Agreements and return all three (3) to me. Once I receive them back, I will have all three signed by the Chairman of the Greene County Legislature and I will provide you, and Chairman Murell, with a fully executed copy for your files.

If you should have any questions, please feel free to contact me. Thank you for your consideration regarding this matter.

Sincerely,



Shaun S. Croden,
County Administrator

SSG/d
Encs. (4)



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Resolution No. 294-19

Renewing Inter-Municipal Agreement, Greene County Sheriff With Columbia County And The City Of Hudson Police Department

WHEREAS, by Resolution No. 79-15, adopted by the Greene County Legislature on March 18, 2015, the Columbia-Greene Shared Services Response Team ("GCSSRT") was formed by Greene County, Columbia County and the City of Hudson Police Department and is comprised of specially trained deputies and officers to respond to high-risk incidents; and

WHEREAS, an Inter-Municipal Agreement was signed by the various municipalities and departments, as well as the Chairman of the Greene County Legislature, and it formalized relationships between the Member Agencies with regard to items such as chain of command, policy guidance, planning, training, public relations, reimbursements, funding and media coordination; and

WHEREAS, this Inter-Municipal Agreement has been extended several times since the Initial Agreement, will now expire on December 31, 2019 and it is the desire of the parties to extend this Inter-Municipal Agreement for a one year period, through December 31, 2020, during which time the newly elected Greene County Sheriff will evaluate this Agreement; and

WHEREAS, as stated in the Initial Resolution No. 79-15, all funding necessary to support the GCSSRT will be derived from forfeiture monies and grants which include, without limitation, the New York State Homeland Security Grant and the New York State Department of State Local Government Efficiency Program Grant (reimbursement);

NOW, THEREFORE, BE IT RESOLVED, that this Inter-Municipal Agreement shall hereby be extended for an additional one year term, commencing January 1, 2020 and ending December 31, 2020 and that the same shall remain in full force and effect for each and every signatory until the governing body of any one or more signatory(ies) notifies the governing body(ies) of each and every other signatory(ies) of their withdrawal in writing; and

BE IT FURTHER RESOLVED, that additional municipalities that desire to participate shall be added as additional signatories to the Cooperative Agreement upon the review and authorization of the Greene County Attorney, Columbia County and all signatories hereto.

Meeting History

10/02/19 Public Safety

MOVED FOR ADOPTION

Resolution 294-19

RESULT:	MOVED FOR ADOPTION [UNANIMOUS]
MOVER:	Charles A. Martinez, Legislator / Budget Officer
SECONDER:	Edward Bloomer, Legislator
AYES:	Lawrence, Martinez, Bloomer, Handel, Gardner, Thorington, Linger, Lannon

10/16/19 11:00 AM 10/16/19 11:00 AM

RESULT:	MOVED FOR ADOPTION [7 TO 1]
MOVER:	Charles A. Martinez, Chairperson
SECONDER:	Gregory Davis, Legislator
AYES:	Martinez, Hobart, Overbaugh, Davis, Linger, Lawrence, Lannon
NAYS:	Michael Bulch
EXCUSED:	Larry Gardner

Current Meeting

10/16/19 Greene County Legislature ADOPTED

RESULT:	ADOPTED [11 TO 2]
MOVER:	Charles A. Martinez, Legislator/Budget Officer
SECONDER:	Edward Bloomer, Legislator
AYES:	Bloomer, Davis, Handel, Hobart, Keller, Lawrence, Lannon, Martinez, Overbaugh, Thorington, Linger
NAYS:	Michael Bulch, Matthew Luvera
ABSENT:	Larry Gardner

(7,919) (1,262) (819)
Ayes 11 Noes 2 Absent 1

**AGREEMENT TO EXTEND INTER-MUNICIPAL AGREEMENT FOR
THE COLUMBIA-GREENE SHARED SERVICES RESPONSE TEAM**

WHEREAS, the County of Columbia, the City of Hudson and the County of Greene entered into an Inter-Municipal Agreement on June 18, 2015 to create a shared services Response Team, and

WHEREAS, in 2016 the County of Columbia, the City of Hudson and the County of Greene extended said Inter-Municipal Agreement period for an additional four (4) years which extension expires December 31, 2019, and

WHEREAS, the Parties desire to extend said Inter-Municipal Agreement on the same terms and conditions for an additional one (1) year period commencing January 1, 2020, and

WHEREAS, the Inter-Municipal Agreement dated June 18, 2015 is annexed hereto and made a part hereof and incorporated by reference as fully set forth herein as Exhibit A,

NOW, THEREFORE, it is hereby agreed by and between parties that the annexed agreement is extended on the same terms and conditions for an additional one (1) year period commencing on January 1, 2020.

WHEREFORE, we set our hands and seals this 30th day of January, ²⁰²⁰ 2020.



Matt B. Marrell, Chairman
Columbia County Board of Supervisors



Ramal Johnson, Mayor
City of Hudson

Patrick S. Linger, Chairman
Greene County Legislature

APPROVED AS TO FORM
EDWARD I. KAPLAN, ESQ.
GREENE COUNTY ATTORNEY

INTER-MUNICIPAL COOPERATIVE AGREEMENT

Columbia-Greene Shared Services Response Team

This Cooperative Agreement (hereinafter the "Agreement") is entered into by and between the Greene County Sheriff's Office, the Columbia County Sheriff's Office, the City of Hudson Police Department, the Columbia County District Attorney's Office and the Greene County District Attorney's Office, to cooperate and act collectively as a task force team pursuant to Federal policies and guidelines, referred to as the Columbia-Greene Shared Services Response Team (hereinafter "CGSSRT"). The signatories to this Agreement (each, a "Member Agency," together, the "Member Agencies"), jointly and separately agree to abide by the terms and provisions of this Agreement throughout the duration of this joint operation.

I. Purpose

- A. The purpose of this Agreement is to outline the mission of CGSSRT. Additionally, in order to maximize interagency cooperation, these guidelines will formalize relationships between the Member Agencies with regard to items such as chain of command, policy guidance, planning, training, public relations, reimbursements, funding, and media coordination.

II. Mission

- A. The mission of CGSSRT is to create a unit from a pool of specially trained deputies and officers to respond to high-risk incidents.
- B. The team shall become proficient in various tactical operations to include, without limitation, building entry and clearance, car assaults, narcotics raids, crisis negotiation(s), active shooters and jail assaults. Members of CGSSRT shall receive weapons training to an extent greater than currently offered and/or required by deputies and/or officers performing routine assignments.

III. Term, Modification, Member Agency Termination, and Disbanding

- A. This Agreement shall begin January 1, 2015 and end December 31, 2015. This Agreement may be modified at any time by written consent of all the Member Agencies.
- B. Any Member Agency may terminate its participation in CGSSRT under this Agreement by delivering a written notice of termination to the other Member Agencies. Such notice shall be effective upon delivery or upon an effective date set forth in the notice, whichever later occurs.
- C. If a Member Agency withdraws from CGSSRT, it will be entitled to the return of its property and equipment supplied for the purposes CGSSRT. Any and all withdrawals must be set forth in writing, indicating date that the withdrawal becomes effective, and delivered to the other Member Agencies. Property as used herein shall be defined to mean any movable or intangible thing that is subject to ownership and not classified as real property.

- D. The Executive Committee shall establish a plan for disbanding CGSSRT. If and when CGSSRT is disbanded, after any outstanding financial obligations are met, operating and forfeiture funds and equipment shall be disbursed among the Member Agencies, as determined by the Executive Committee.

IV. Organization, Supervision and Chain of Command

- A. CGSSRT "Executive Committee" will be comprised of three (3) enforcement personnel, one (1) from each of the below mentioned Member Agencies, and shall be established to oversee the administrative functions and concerns of CGSSRT. The Executive Committee shall meet quarterly, per section VIII-C below, and shall consist of the following:
1. The Greene County Sheriff (the "Sheriff"), or his/her designee,
 2. The Columbia County Sheriff (the "Sheriff"), or his/her designee,
 3. The Hudson City Chief of Police, or his/her designee.
- B. The Executive Committee shall appoint individuals to fill the following positions in CGSSRT Chain of Command, to serve for the Term of this Agreement:
1. Team Commander
 2. First Assistant Team Commander
 3. Second Assistant Team Commander
- C. All decisions of the Executive Committee must be taken by a simple majority. Minutes of the meetings of the Executive Committee and any other meeting that constitutes a quorum shall be kept, approved, and retained. Meetings shall be noticed by written notice, provided electronically to the contact person designated by each Member Agency, at least ten (10) days in advance of any meeting, except in an emergency, in which case such notice shall be provided as early as possible in advance of the meeting.

V. Personnel

- A. It is understood and agreed that occasionally, exigent circumstances affecting the mission of the Member Agencies may require the diversion of resources, including personnel and/or technical equipment, away from CGSSRT, for a reasonable period of time.
- B. Member Agencies with personnel assigned to CGSSRT that remove their personnel for non-exigent circumstances, must replace them within sixty (60) days, or that Member Agency will no longer be eligible for asset forfeiture sharing relating to assets seized after the date of removal.

VI. Forfeiture Revenues

- A. There exist two mechanisms under law for seizure/forfeiture of criminal instrumentalities and proceeds. Under both mechanisms, the District Attorney is the authorizing authority for any seizure/forfeiture. The two mechanisms are:
1. Article 13A of the New York Civil Practice Laws and Rules (CPLR), and

2. Federal Forfeiture pursuant to Title 18 of the United States Code, implemented through the US Department of Justice (DOJ) Forfeiture Guidelines.
- B. Any property or funds confiscated, as a direct result of a criminal investigation, will be distributed by CGSSRT as follows:
1. When the property is seized through a state forfeiture, the distribution is dictated by Civil Practice Laws and Rules, Chapter Eight, Article 13-A.
 2. When the property is seized through a federal forfeiture:
 - a. Twenty percent (20%) of each forfeiture received will be designated for the mandatory federal asset forfeiture administrative fees.
 - b. Twenty percent (20%) of each forfeiture returned to CGSSRT will be retained by the Greene County District Attorney's Office and/or Columbia County District Attorney and/or the City of Hudson Police Department; based on their prosecutorial support to CGSSRT.
 - c. The remainder of each forfeiture returned to CGSSRT shall be deposited into a segregated account called the CGSSRT Forfeiture Account which shall be opened under the title of, and overseen by, the District Attorney and the Sheriff, or their designees of their respective county(ies). All claims and/or expenditures made upon this account shall require the approval of both the District Attorney and the Sheriff, or their designees. The account shall be opened in a bank with branches located in both Greene and Columbia Counties. The title of this account, the nature of the account, and statements of the account, and any changes thereto, shall be provided to the Greene County and Columbia County Departments of Finance, and the respective County Comptroller's Office's, on a monthly basis. The account shall be subject to audit by both Counties. Expenditures made through the account shall be in accordance with Greene County and Columbia County Purchasing bidding guidelines, the Procurement Policy and sections 103 and 104 of the General Municipal Law. Claims made upon the account shall have been approved by the Executive Committee and reflected in the minutes of Executive Committee meetings. This account shall be used to pay operational expenses for CGSSRT. All funds expended from this account shall be restricted by the aforementioned CPLR Article 13A and Title 18 of the U.S. Code, as well as sections 103 and 104 of the General Municipal Law.
 - d. At the quarterly Executive Committee meetings, if a Member Agency believes it is entitled to a disbursement of CGSSRT forfeiture money, it shall submit a written request detailing its claim to the Executive Committee. The distribution request shall be discussed, and approved or disapproved by the Executive Committee, on an ad hoc basis, at that quarterly meeting. All monies received by the Member Agencies based upon property forfeitures by CGSSRT shall be used by the Member Agencies in compliance with the aforementioned guidelines, policies, articles, titles and sections of law.
 3. The operating budget for CGSSRT shall be determined on a fiscal year, from January 1st through and including December 31st.
 4. This Agreement does not determine or have any authority over the distribution of seized property when non-CGSSRT personnel of a Member Agency seize United States currency or other property of value.

VII. Expenditures

A. Overtime

1. All CGSSRT overtime must be pre-approved by a CGSSRT Second Assistant Team Commander or a CGSSRT supervisor of higher rank. Overtime shall be paid by each officer's respective Member Agency.

B. Office Equipment

1. The Member Agencies, to the extent possible, agree to provide necessary office equipment and needed supplies to carry out the administrative operation of CGSSRT.

C. Office Space

1. The Greene County Sheriff's Office and/or the Columbia County Sheriff's Office and the City of Hudson Police Department shall provide office space for CGSSRT, each at their own choice option and sole expense.

D. Miscellaneous Expenses

1. The Member Agencies agree that miscellaneous expenses of CGSSRT, such as training, rental cars, investigative travel, etc., will be funded with asset forfeiture monies, if available, and approved by the Executive Committee.

E. Unspecified Expenditures

1. Any CGSSRT expenditure not specified in this Agreement will be determined, clarified and approved by the Executive Committee.

VIII. Procedures

A. Selection of Personnel

1. Prior to being assigned to CGSSRT, prospective personnel must undergo a formal review by his/her Member Agency command staff pursuant to the CGSSRT Policy and Procedures.

B. Investigations

1. Investigative functions of CGSSRT shall be limited to intelligence gathering and logistical planning. Member Agencies shall share all information and evidence as relate to all ongoing investigations. It is understood and agreed by all Member Agencies that no Member Agency will act unilaterally with respect to CGSSRT cases.

C. Meetings, Minutes and Evaluations

1. An organizational meeting shall be held in the month of January, or as soon thereafter as practicable, upon approval and execution of this Agreement by all participating Member Agencies and their respective representatives of each municipality, and quarterly thereafter. Quarterly meetings of the CGSSRT Executive Committee will be held within the months of March, June, September and December, with prior

written notice given to all Member Agencies. Special meetings may be called from time to time by the Commanding Officer.

2. An evaluation of the nature and result of CGSSRT investigations will be conducted by the Executive Committee. The criteria for evaluation will include, but not be limited to, the number of investigations completed, number of arrests, amount of seizures, and impact on the community. Modifications or adjustments to CGSSRT'S mission, as determined by the Executive Committee, will be implemented at the quarterly meetings when necessary.
3. Meeting minutes shall be recorded and kept in a secure location. In addition to the meeting minutes and quarterly reports, all records kept in the normal course of business shall be available for inspection by a representative of each of the Member Agencies, upon request.

D. Reports, Evidence and Log Policies

1. All reports and evidence will be processed and maintained in accordance with the written policies of the Greene County Sheriff's Office and/or the Columbia Counties Sheriff's Office and/or the City of Hudson Police Department, (copies of which are attached hereto as "Exhibit 1".
2. The Executive Committee shall maintain a perpetual inventory and time and attendance log (the "Log") for all activities of CGSSRT. The Log shall include the following: case number, date, defendant, brief description, location, disposition, and hours of every personnel and vehicle involved in each activity of CGSSRT.

E. Media

1. All media releases and statements will be mutually agreed upon and jointly handled by the Executive Committee. Under no circumstances will a Member Agency make any statement to the media about any CGSSRT investigation and/or arrest without prior clearance from the Executive Committee. The Commanding Officer and First Assistant Commanding Officer of CGSSRT are authorized to make media releases on routine arrests and seizures. All media releases will include notification and/or participation, as determined by the Executive Committee, of the Chief Administrator of the Member Agency in the jurisdiction of the occurrence.

F. Firearms Training/Qualification and Related Training

1. In addition to any training that might be provided by CGSSRT, all participants assigned to CGSSRT shall continue routine firearms training and qualification as provided and required by their respective Member Agency.

G. Use of Vehicles

1. If it is determined to be operationally necessary, the Member Agencies hereby agree and authorize participants to use vehicles from all Member Agencies for the furtherance of the mission of CGSSRT. Vehicles shall be used in compliance with existing Member Agency policy.
2. Each Member Agency, at its sole cost, agrees to provide fuel, liability and automobile insurance, maintenance and repairs for its respective vehicle usage. All County owned or leased vehicles shall have routine maintenance and repairs done at and by their respective County auto repair service(s). Intra-agency use of vehicles is to be

closely monitored by the respective Member Agencies' Chief Administrator(s), and ultimately the Executive Committee of CGSSRT.

H. Complaints

1. Citizen and internal complaints against participants assigned to CGSSRT shall be forwarded to the Commanding Officer of CGSSRT. If the complaint cannot be resolved or is a violation of the respective Member Agency's policies and procedures, the complaint will be forwarded to the respective Member Agency. That Member Agency's Chief Administrator or designee will conduct a joint investigation in conjunction with the Commanding Officer or designee of CGSSRT. Nothing in this section precludes any citizen from going directly to a participant's Member Agency to file a complaint.

IX. Performance

- A. In performing its duties, each Member Agency shall assign qualified personnel to perform its duties in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a Law Enforcement Agency performing services of a similar nature. Each Member Agency shall at all times comply with all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations.

X. Indemnification

- A. Each Member Agency agrees to defend, indemnify and hold harmless the other Member Agencies, and their respective municipalities, including their officials, employees and agents, against all claims, losses, damages, liabilities, costs and/or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the acts or omissions of the Member Agency, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the other Member Agencies, or their officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Member Agency, its employees, representatives, subcontractors, assignees, or agents. The Member Agency agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

XI. Protection of Property

- A. Each Member Agency assumes the risk of and shall be responsible for any loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of that Member Agency, its officers, directors, members, partners, employees, representatives or assignees, to any other Member Agency's property and equipment, while such property and equipment is in that Member Agency's possession and control.

XII. Insurance

- A. Each Member Agency shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Disability Insurance, Commercial General Liability Insurance covering personal injury and property damage, and other insurance with stated minimum coverage, all as set forth in "Schedule A" (Insurance Requirements), which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of the acts or duties to be performed by the Member Agencies pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to Greene County, Columbia County and the City of Hudson. Greene County, Columbia County and the City of Hudson Police Department shall each be named as an additional insured on each other's Commercial General Liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of each Member Agency and not the counties' or city's. Notwithstanding anything to the contrary in this Agreement, each Member Agency irrevocably waives all claims against the other Member Agencies for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this section. The provision of insurance by each Member Agency shall not in any way limit each Member Agency's liability under this Agreement.**
- B. Each Member Agency shall attach to this Agreement, certificates of insurance evidencing each Member Agency's compliance with these requirements.**
- C. Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of Greene County and/or Columbia County and/or the City of Hudson Police Department, with respect to its interests, (ii) it shall not be cancelled, for any reason, including without limitation, non-payment of premium, or materially amended, without prior written notice to Greene County and Columbia County and the City of Hudson Police Department, said notice(s) directed to Greene County's Attorney's Office and Columbia County's Attorney's office and the Greene County Sheriff's Office and the Columbia County Sheriff's office, and the City of Hudson Police Department (iii) the COUNTY(IES) and/or the City of Hudson Police Department shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the relevant Member Agency.**
- D. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:**
- 1. Policy retroactive dates coincide with or precede each Member Agency's start of the performance under this Agreement (including subsequent policies purchased as renewals or replacements); and**
 - 2. Each Member Agency shall maintain similar insurance for a minimum of three (3)**

- years following the end of this Agreement; and
3. If the insurance is terminated for any reason, each Member Agency agrees to purchase for Greene County and Columbia County, an unlimited, extended reporting provision to report claims arising from the acts or omissions performed under this Agreement; and
 4. Immediate notice shall be given to Greene County through the Greene County Sheriff's Office, and Columbia County through the Columbia County Sheriff's Office and/or the City of Hudson Police Department, of circumstances or incidents that might give rise to future claims with respect to the performance under this Agreement.

XIII. Heading and Defined Terms

- A. Section headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

XIV. Entire Agreement

- A. The rights and obligations of the Member Agencies and their respective agents, successors and assignees shall be subject to and governed by this Agreement, in conjunction with and pursuant to the policies and guidelines as described in the April 2009 version of the "Guide to Equitable Sharing for State and Local Law Enforcement Agencies," published by the United States Department of Justice, Criminal Division, Asset Forfeiture and Money Laundering Section.
- B. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

Signature Page Follows

Chief Administrators' Signatures
(Approved through resolution by each respective municipality)



Greene County Sheriff 4/5/15
Date


Greene County District Attorney 5/15/15
Date


Chair of the Greene County Legislature 5/6/15
Date


Columbia County Sheriff 6/10/2015
Date


Columbia County District Attorney 6-18-15
Date


Chair of the Columbia County Legislature Date


Chief of Police City of Hudson 06/02/15
Date


Mayor, City of Hudson 6/9/15
Date

EDWARD J. KAPLAN, ESQ.
GREENE COUNTY ATTORNEY

APR 27 2015

APPROVED AS TO FORM

REVIEWED AS TO FORM



COLUMBIA COUNTY ATTORNEY

SCHEDULE A INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

The Member Agencies shall exchange with one another's attorney(s), prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holders" shall be, respectively, the County of Greene, 411 Main Street, Coxsack, NY 12414 and County of Columbia, 401 State Street, Hudson, NY 12534 and City of Hudson, 520 Warren Street, New York 12534.

If the member Agencies' insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County and/or the City shall be provided with a new certificate indicating the replacement policy information as requested above. The County(ies) and the City require thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the insurer, its agents or representatives.

WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Member Agencies shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of their employees employed in the CGSSRT project, and shall provide Certificates of Insurance evidencing this coverage to the County and City attorneys.

If the Member Agency is not required to carry such insurance, the Firm must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

COMMERCIAL GENERAL LIABILITY INSURANCE:

The Member Agencies shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the other County and the City from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Member Agency, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Member Agency(ies) to maintain such insurance in amounts sufficient to fully protect itself, the County and City, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability Insurance in an amount not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for each occurrence, and in an amount not less than THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS general aggregate.
- Property Damage Liability Insurance in an amount not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for each occurrence and in an amount of not less than THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. "Additional Insured" status shall be granted to "County of Columbia", 401 State Street, Hudson, NY 12534, "County of Greene", 411 Main Street, Catskill, NY 12414 and the "City of Hudson", 520 Warren Street, Hudson, NY 12534, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Member Agency, with a minimum Combined Single Limit (CSL) of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

- If this box is checked, Professional Liability Insurance shall be provided by the Member Agency in an amount not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.

EXHIBIT A

**AGREEMENT TO EXTEND INTER-MUNICIPAL AGREEMENT FOR
THE COLUMBIA-GREENE SHARED SERVICES RESPONSE TEAM**

WHEREAS, the County of Columbia, the City of Hudson and the County of Greene entered into a Inter -municipal Agreement to create a shared services Response Team, and

WHEREAS, the Parties desire to extend said Inter-Municipal Agreement on the same terms and conditions for an additional period of four (4) years commencing on the date the aforesaid Inter-Municipal Agreement expires.

WHEREAS, the Inter-Municipal Agreement dated 18th day of June, 2015 is annexed hereto and made a part hereof and incorporated by reference as fully set forth herein as Exhibit A,

NOW, ~~WHEREFORE~~, it is hereby agreed by and between parties that the annexed Agreement is extended on the same terms and conditions for an additional four (4) year period commencing on January 1, 2016.

WHEREFORE, we set our hands and seals this _____ day of 2016.



Patrick W. Gratten, Chairman
Columbia County Board of Supervisors

William Ballenbeck, Mayor
City of Hudson

Greene County Legislator - Chairman
Kevin Leeds

REVIEWED AS TO FORM

APPROVED AS TO FORM
EDWARD I. KAPLAN, ESQ.
GREENE COUNTY ATTORNEY

JAN 11, 2016



COLUMBIA COUNTY ATTORNEY