RESOLUTION NO. 2025194

RE: AUTHORIZING AN INTERMUNICIPAL AGREEMENT FOR COUNTYWIDE LAW ENFORCEMENT ASSISTANCE BY WAY OF A PUBLIC SAFETY MUTUAL AID AGREEMENT BETWEEN THE DUTCHESS COUNTY SHERIFF'S OFFICE AND COUNTY MUNICIPALITIES

Legislators FAUST, TRUITT, and ROLISON offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, General Municipal Law Section 119-n defines "municipal corporation" as a county outside the City of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a "municipal district" as a county or town improvement district, among other things, and

WHEREAS, the various municipalities and their police departments or police force currently provide police service to their own respective jurisdictions, as does the Dutchess County Sheriff's Office, and

WHEREAS, it is in the best interests of the respective communities and of mutual advantage for the County and municipalities to enter into a Public Safety Mutual Aid Agreement to provide interagency law enforcement services, including any part of the forces, equipment and supplies of a given participating municipality or municipalities, where necessary and in conformance with the Agreement, and

WHEREAS, it is necessary for the Legislature to approve the annexed Public Safety Mutual Aid Agreement as well as the annexed Joinder Agreement and to authorize the County Executive or her designee to execute the agreements, now, therefore, be it

RESOLVED, that this Legislature hereby approves the annexed Public Safety Mutual Aid Agreement and authorizes the County Executive or her designee to execute such intermunicipal agreement, and joinder agreement, in substantially the same form as attached hereto.

CA-159-25; CEB/TJL/rjw; G-0224-A 10/14/25; rev'd 10/29/25; Fiscal Impact: None

STATE OF NEW YORK

COUNTY OF DUTCHESS

CLIECC

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 10th day of November 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 10th day of November 2025.





TO: Sue Serino, County Executive

FROM: Kirk Imperati, Sheriff

DATE: October 7, 2025

RE: Resolution Request

Herewith enclosed please find a Resolution Request Form and Fiscal Impact Statement for a resolution which I would like to present at the next available Meeting of the County.

The resolution request is to authorize an intermunicipal agreement to join the Mutual Aid Agreement and intends to make available for duty and use in the local government for which a request is made any part of the forces, equipment and supplies of the police department, police force or parkway police force of the Municipalities.

Please let me know if you have any questions or need any additional information. Thank you for your consideration.

KAI/rc

FISCAL IMPACT STATEMENT

☑ NO	EISCAI	IMPACT	PROJEC1	FD
	FISCAL	INIPACI	PROJECT	

APPROPRIATION RESOLUTIONS (To be completed by requesting department)
Total Current Year Cost \$
Total Current Year Revenue \$and Source
Source of County Funds (check one): Existing Appropriations, Contingency, Transfer of Existing Appropriations, Additional Appropriations, Other (explain).
Related Expenses: Amount \$ Nature/Reason:
Anticipated Savings to County:
Net County Cost (this year): Over Five Years:
Additional Comments/Explanation: The resolution request is to authorize an intermunicipal agreement to join the Mutual Aid Agreement and intends to ma available for duty and use in the local government for which a request is made any part of the forces, equipment and supplies of the police department, police force or parkway police force of the Municipalities.
Prepared by: Robert Covone Prepared On: 10/07/2025

JOINDER AGREEMENT

This JOINDER AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS SHERIFF'S OFFICE, a municipal corporation with offices at 108 Parker Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as the "County") and <<Municipality>>, (village, town, city), whose address is <<Address>>, <<City>>, <<State>> <<Zip>> (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County, pursuant to Resolution XXXXXX adopted a Mutual Aid Agreement for Countywide Law Enforcement Assistance on <<Date>> (the "Mutual Aid Agreement"); and

WHEREAS, << Municipality>> desires to join the Mutual Aid Agreement and intends to make available for duty and use in the local government for which a request is made any part of the forces, equipment and supplies of the police department, police force or parkway police force of << Municipality>>; and

WHEREAS, this agreement is undertaken pursuant to Article 5-G of the New York State General Municipal Law and pursuant to a duly adopted resolution(s) by the governing body of <<Municipality>>, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to and in accordance with Section 25 of the Mutual Aid Agreement <<Municipality>> hereby acknowledges and agrees that <<Municipality>> has received and reviewed a complete copy of the Mutual Aid Agreement and shall be fully bound by, and subject to all the terms and conditions of the Mutual Aid Agreement as if it was a signatory to the original Mutual Aid Agreement; and

WHEREAS, any notice or communication required to be given, shall be deemed sufficiently given or rendered if, in writing, delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows or to such other addresses as the parties may designate in writing:

Municipality
Attn.: Office of the Mayor / Supervisor
<Address>
<City, State, Zip>

executing this Joinder Agreement made this	lity>> hereby joins the Mutual Aid Agreement by day of, 20
APPROVED AS TO FORM	APPROVED AS TO CONTENT
BY:County Attorney's Office	BY: Kirk A. Imperati, Sheriff
ACCEPTED: < <municipality>></municipality>	ACCEPTED: COUNTY OF DUTCHESS
BY:PRINT NAME:TITLE:	BY: Susan J. Serino County Executive

PUBLIC SAFETY MUTUAL AID AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), and the <Name of Municipality>, a municipal corporation whose address is <Street Address, City, State, Zip> (hereinafter referred to as the "MUNICIPALITY"), and KIRK A. IMPERATI, THE SHERIFF OF THE COUNTY OF DUTCHESS, with offices at 108 Parker Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

WITNESSETH:

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, General Municipal Law §119-n(c) and § 119-o 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 Dutchess, and its Sheriff's Office and (INSERT MUNICIPALITY) and its Police Department, employ their own Police Officers which currently provide police service to their own respective jurisdictions; and

WHEREAS, it is understood that the identity and name of participating municipalities may change from time to time, in accordance with the provisions hereof, but the terms of this Agreement shall define the relations and mutual obligations among the various participating municipalities, as to events, acts, or omissions which arise during, or arise out of any individual municipalities period of participation as a party to this Agreement; 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 as dictated by the terms of this Agreement;

WHEREAS, the Dutchess County Legislature has approved this Agreement by Resolution No. XXXXX;

WHEREAS, this Agreement shall be subject to approval by (INSERT TOWN BOARD/COUNCIL of INSERT MUNICIPALITY) in order for such Agreement to be binding upon such municipality;

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

DEFINITIONS.

All definitions set forth in Section 207-c, as amended from time-to-time hereafter, are hereby incorporated into this Agreement and made part hereof as if fully set forth at length herein.

"Municipality" shall have the meaning defined in General Municipal Law §119-n.

"Requesting Party" shall mean the original Municipality from which any initial request for resources is made from any Responding Party.

"Responding Party" shall mean any party providing Resources upon request to any Requesting Party.

"Resources" shall mean a party's personnel, equipment, facilities, services, and materials that are available or potentially available for utilization under the Mutual Aid Agreement.

"New Party" shall mean any Municipality joining this Agreement by way of Joinder after the effective date herein.

1. Purpose of the Agreement.

The purpose of this Agreement is to:

- a. Formalize the relationship between the local governments and enhance and define the scope of the inter-agency cooperation:
- b. Set a procedure by which a Requesting Party may request assistance from Responding Part(ies) in the form of personnel and or equipment;
- c. Provide for more efficient utilization of law enforcement resources and services;
- d. Provide for more efficient utilization of shared telecommunications systems of each agency for enhanced interoperability;
- e. Provide for enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations; including all types of law enforcement investigations;
- f. 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 may not be met with the resources of one of the parties to this Agreement;
- g. Provide for the possible 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

h. Provide for the possibility of obtaining and maintaining shared equipment. Officers will be trained in the use/operation of any specialized equipment, as required by the department, before engaging in the use of the equipment.

2. Scope of Agreement.

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

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

Examples of the above types of situations may include but not be limited to:

- Temporary assignment of law enforcement officers and/or equipment of one party to the other for assistance, 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 party's 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., mobile field force, field intelligence, tactical team deployment, forensic response, drug task force, and underwater search and recovery);
- · 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;
- Conducting joint responses to high-risk tactical incidents, which may include maintaining a multiple agency tactical team(s);
- 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 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.

3. TERM OF THE AGREEMENT.

This Agreement shall be effective <<DATE>> and shall terminate on <<DATE>>, unless otherwise terminated as set forth herein.

4. RENEWAL.

This Agreement may be renewed automatically for successive terms of one (1) year, not to exceed five (5) years in total.

5. Power and Authorization.

Each party authorizes the officers working at the time mutual aid is needed to communicate any request for temporary assistance from the other party. This request should be communicated by the supervisor or officer in charge of the shift of the requesting agency at the time, whenever possible. All requests for, or provisions of aid are at the discretion of the respective Sheriff or Chief. Any request for assistance that is pre-planned and/or will be of longer duration (i.e. training, large-scale pre-planned events) should be made in advance and come through the respective Sheriff, or Chief. The judgment 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.

Nothing in this Agreement shall diminish a Responding Party's authority to maintain sufficient personnel, manpower, and equipment in its own jurisdiction in order to render aid to a Requesting Party. Should a Responding Party require any loaned personnel or equipment be returned to the Responding Party jurisdiction at any time, 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 General Municipal Law sections §119-n(c) and § 119-o, 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.

6. 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.

Additionally, each Municipality shall carry all police officers as an employee of the Municipality and shall be deemed the sole general employer of such officers. No Requesting Party under this Agreement shall be deemed a special employer to any Responding Party officers providing assistance under this Agreement.

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.

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

7. WITHDRAWAL OF ASSISTANCE.

It may become necessary for the Responding Party to withdraw part or all of the personnel, equipment, or other support being provided to the Requesting Party. All parties acknowledge that assistance may be withdrawn when circumstances require redeployment of assets to the Responding Party's own jurisdiction. The primary responsibility of a law enforcement agency is to the citizens of its jurisdiction.

To the extent possible, jurisdictions adjacent to the Responding Party may endeavor to backfill vacancies left in a Responding Party's home jurisdiction to alleviate the need to recall responding personnel and equipment from an incident scene.

8. Compensation and Expenses.

All individuals shall retain their entire pension, disability, contractual and compensation rights (including workers' compensation and General Municipal Law 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/municipality 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, General Municipal Law 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.

9. 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.

10. INSURANCE REQUIREMENTS

Each municipality entering into this Mutual Aid Agreement will provide evidence of a Law Enforcement Liability Insurance Policy with limits of liability of at least \$2,000,000 with an AM Best Rating of A- or better by AM Best Company.

11. Rules and Regulations.

At all times all officers operating under this agreement shall adhere to the policies and procedures of the department for which they are employed. Individual officers shall not use tactics or procedures that violate their own department policy, procedures, rules, or training. Officers of the Responding Party should take commands from supervisors in their own jurisdiction while responding to overall directives from the requesting department's incident commander. Officers shall only use tactics that they have been trained and are qualified to use. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall only 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.

12. 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.

With respect to such incident, the Sheriff and Chief, or their designee, will fully communicate, consult, and cooperate with each other to ensure 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 directly involved.

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.

13. Seizure and Forfeiture of Assets

Any property or money seized during a situation in which mutual aid is being provided under this agreement, whether it be through federal or state forfeiture laws, shall be distributed in accordance with Section 1349 of the New York Civil Practice Law and Rules. Distribution of forfeiture proceeds shall be solely the responsibility of the Requesting Party.

14. APPROVAL AND MODIFICATION.

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.

15. TERMINATION.

At any time during this Agreement, the County and Sheriff shall have the right, upon ten (10) days' written notice to the other parties, with or without cause, to terminate this Agreement in whole or in part or to postpone, delay, suspend or abandon all or any part of the services provided hereunder. However, obligations previously incurred are not extinguished by the termination of the Agreement. Such termination, postponement, delay, suspension or abandonment shall not give rise to any cause of action by any Municipality against the County or the Sheriff or the County or Sheriff against the Municipality for damages, loss of profits, expenses or other remuneration of any kind.

16. CHOICE OF LAW, VENUE.

Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New

York State Supreme Court, Dutchess County as the forum for any such dispute.

17. NO ARBITRATION.

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

18. Non-Assignment.

This Agreement may not be assigned by the Municipality without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law §109 in the event of such unauthorized assignment.

19. <u>NOTICE</u>.

Except as otherwise provided in this Agreement, any notice or communication required to be given, shall be deemed sufficiently given or rendered if, in writing, delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows or to such other addresses as the parties may designate in writing:

County Executive County of Dutchess 22 Market Street, 6th Floor Poughkeepsie, New York 12601

Dutchess County Sheriff 108 Parker Avenue Poughkeepsie, New York 12601

For each Municipality that is a member of this agreement, any notice or communication required to be given, shall be deemed sufficiently given or rendered if, in writing, delivered personally or sent by certified mail, return receipt requested, addressed to the parties, as provided in each respective Joinder Agreement.

20. RETENTION OF RECORDS.

Each party to this Agreement agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

21. ENTIRE AGREEMENT.

The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement. Notwithstanding the above, the parties hereby agree that future municipalities may join this Agreement by executing a Joinder Agreement in accordance with Section 25 of this Agreement.

22. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.

This Agreement may be executed in any number of counterparts, all of which each of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

23. REQUIRED PROVISIONS OF LAW.

Each and every provision of federal, state or local law, rule or regulation, required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

24. MISCELLANEOUS.

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.

25. JOINDER.

This Agreement shall come into effect as soon as it has been executed by two Parties (the "Effective Date"). Any one of the Parties hereto may withdraw from this Agreement upon ten (10) days' prior written notice to all Parties of the Agreement, following which the Agreement shall continue in full force between the remaining Parties.

A Municipality may be added as a New Party to this Agreement if such New Party executes and delivers to the County of Dutchess Sheriff's Office a Joinder Agreement substantially in the form of Exhibit "A" attached hereto. All participating Parties shall be notified upon the Joinder of a New Party or withdrawal of a Party to this Agreement.

A New Party shall be bound by and subject to all terms and conditions of this Agreement as if they were an original signatory. All Parties to this Agreement, original or Joined thereafter, agree to perform their obligations to any New Party under this agreement as if they were an original signatory to this Agreement. The terms and conditions of this Agreement shall not be modified by any Joinder of a New Party.

IN WITNESS WHEREOF	the parties	hereto	have	executed	this	Agreement	this	_	day	of
ACCEPTED: COUNTY OF	- DUTCHESS									
SUSAN J. SERINO, COU	INTY EXECUTIV	/Ε	 -							
ACCEPTED: < MUNICIPA	LITY>									

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Tracy J. Lindauer, Senior Assistant County Attorney
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