

PUBLIC SAFETY COMMITTEE MEETING MINUTES  
JUNE 28, 2022

PUBLIC SAFETY COMMITTEE MEMBERS PRESENT: Wilson, Haff, Hicks, O'Brien, Clary, Rozell

PUBLIC SAFETY COMMITTEE MEMBERS ABSENT: Hogan

SUPERVISORS: Hall - zoom, Henke, Fedler, Shaw, Fisher, Nolan – zoom, Skellie, Griffith - zoom

Debra Prehoda, Clerk

Roger Wickes, County Attorney

Melissa Fitch, County Administrator

Al Nolette, County Treasurer

AGENDA AS PRESENTED IN COMMITTEE NOTICE:

1. Call to Order
2. Accept Minutes – May 31, 2022
3. Department Reports/Requests:
  - A. Probation
    - 1) DOS Skill Bridge Program
  - B. Public Safety
    - 1) EMS Sustainability Workgroup Follow-up
4. Other Business
  - 1) County Wide Dog Control
5. Adjournment

Chairman Wilson called the meeting to order at 10:47 A.M. in the Supervisors' Classroom Room B214 and via zoom.

A motion to accept the minutes of the May 31, 2022 meeting was moved by Mr. Rozell, seconded by Mr. O'Brien, and adopted.

DEPARTMENT REPORTS /REQUESTS:

PROBATION – Dan Boucher, Director, addressed the following item:

- DOD Skillbridge Program – US Service Member – Probation had a job applicant who is a US Service Member until January who brought up the Department of Defense Skillbridge program. This is a program sponsored by the Department of Defense for active service members in their last six months or less of their service to enter job training with an employer to build the skills necessary to obtain employment when they exit their service. It is not funded by us but by the Department of Defense because they are still in active service and could be pulled from here at any time if the military needs something or if there is an emergency. Provided a copy of a draft MOU, attached. The Department of Defense is responsible for all the cost of their service member and the County would be responsible for providing guidance and training and making this person employable. They request that we give them the opportunity to be employed but they do not tell us we have to employ them. They would like us to give their service member consideration. The Probation Director wants to hire this specific person. This program is new and he has already reached out to the Personnel Office, County Administrator, County Treasurer and County Attorney to review this information. The Director stated this is very similar to a college internship. He would like to move forward with the program and MOU and employ this service member. Chairman Wilson thanked the Director for bringing this program forward and feels it could be beneficial for other departments for example the Department of Public Works and Sheriff's Department. A motion to forward a memorandum of understanding between the Office of the Under Secretary of Defense for Personnel and Readiness, U.S. Department of Defense and Washington County for the Skillbridge program to the full Board for approval, authorization to sign, was moved by Mr. O'Brien, seconded by Mr. Haff, and adopted. *(Board Resolution)*

PUBLIC SAFETY: Tim Hardy, Deputy Director, addressed the following item with the committee:

- EMS Sustainability Workgroup Follow-up – Requesting permission to move forward sending out letters to the EMS agencies seeking representatives to serve on the workgroup and also need to determine the Supervisor membership. Committee concurred with sending out letters. Chairman Wilson stated this workgroup will be doing quite a bit of effort to shape the future of what the county sets up as architecture or emergency responders. The Deputy Public Safety Director stated there is a County mutual aid plan but there is no current hierarchy. If an EMS agency were too close tomorrow and they called the County for support, we have nothing to offer them, they are one hundred percent reliant on their neighbors. The goal of this workgroup is to try to identify the ways that the County can support those agencies moving forward for the future. Chairman Wilson stated we are starting this step so that we are more proactive than reactive. Supervisor workgroup members: Supervisors Clary, Henke, Rozell, and O'Brien.

#### OTHER BUSINESS:

- County Wide Dog Control – Potentially up for a shared services discussion was countywide dog control. Some towns are experiencing difficulty obtaining dog control officers. On the agenda for discussion and Chairman Wilson asked if any interest in moving forward with someone to take on that role. Mr. Henke stated possibly look into it but the timing is not right now for the Sheriff's Department. Chairman Wilson stated part of the conversation was also that we were going to collect a little information to try to help validate the need. Mr. Haff stated this has been talked about for a very long time and does not think it should be shared services but a contract by town, the town would pay the county to do dog control services. The County Administrator would like to reach out to towns to see what the needs are, who's needs are not being met and then come up with a plan. Mr. O'Brien mentioned lack of shelters. Mr. Shaw mentioned that he called Saratoga County who operates an animal shelter at an annual cost of \$1.7M but no dog control officer. The Sheriff stated historically he does not think this has been a law enforcement duty. Chairman Wilson stated information can be collected and brought back to committee. The County Administrator will put together a survey to send out to all the towns to see what the needs are and bring that information back to committee.
- Mr. O'Brien mentioned an incident in the town of Hampton last night involving a car parked in the middle of a town road blocking a driveway. Troopers responded and stated the car was not in the way, called dispatch but could not find Trooper's report to contact Trooper and eventually the car got moved. Trying to find out who is responsible in a case like this.
- Mrs. Clary asked about COVID numbers and status of visitation at the jail. The Sheriff stated the COVID numbers are better in the jail but no date to open facility. Part of the problem is no separation in visitation room. No local jails are open for visitation and he is short staffed.
- Executive Session – A motion to enter an executive session to discuss matters which would imperil effective law enforcement was moved by Mr. O'Brien, seconded by Mr. Haff and adopted. A motion to return to regular session was moved by Mr. Hicks, seconded by Mr. O'Brien and adopted. The County Attorney stated in executive session discussed matters leading to the employment, dismissal of particular people within the Sheriff's Department and matters which would imperil effective law enforcement that are both proper executive session subjects. No action was taken in the executive session.

The meeting adjourned at 12:12 P.M.

*Debra Prehoda, Clerk*

*Washington County Board of Supervisors*

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
OFFICE OF THE UNDER SECRETARY OF DEFENSE FOR PERSONNEL AND  
READINESS, U.S. DEPARTMENT OF DEFENSE AND  
WASHINGTON COUNTY PROBATION DEPARTMENT  
SKILLBRIDGE PROVIDER

This Memorandum of Understanding (MOU) is between the Office of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)) of the U.S. Department of Defense (DoD) and

WASHINGTON COUNTY PROBATION DEPARTMENT, hereinafter referred to collectively as the "Parties".

1. **BACKGROUND:** The DoD SkillBridge Program (sometimes referred to by the Military Departments as the Career Skill Program (CSP)), is a program that encourages Service members to capitalize on training and development opportunities throughout their military career so that they may grow and develop as professionals fully capable of serving the Nation – both during their time in uniform and after their term of military service, as civilians. SkillBridge programs hosted by public and private organizations are vetted and, if appropriate, approved by the Office of the USD(P&R). In order for a program to receive initial approval by the Office of the USD(P&R), the hosting organization must enter into an MOU with the Office of the USD(P&R) acknowledging certain rules and requirements in operating the program. Additional, more detailed Memoranda of Understanding or Memoranda of Agreement (MOA) with each Military Department participating in the program may also be required in order to meet command, installation and Service-specific requirements.
2. **AUTHORITIES:**
  - 2.1. DoDI 1322.29 "Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service Members," 24 January 2014
  - 2.2. DoDI 1344.07 "Personal Commercial Solicitation on DoD Installations", 30 March 2006
  - 2.3. DoDI 1000.15 "Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations", 24 October 2008
3. **PURPOSE:** This MOU establishes parameters for the participation of transitioning Service members in WASHINGTON COUNTY PROBATION DEPARTMENT's proposed SkillBridge Program (the Program). Service members who are within 180 days of separating from service and who have completed at least 180 days of service are eligible for consideration. Specifics of the program, to include the type and duration of the

training, apprenticeship, or internship provided through the program, will be established in Department-specific MOU/MOAs or Office of the USD(P&R) authoritative public interface.

#### 4. UNDERSTANDINGS OF THE PARTIES:

4.1. The Office of the USD(P&R) will:

4.1.1. Ensure that each Military Department participating in the program appoints a representative at each installation hosting activities of WASHINGTON COUNTY PROBATION DEPARTMENT 's SkillBridge program to maintain continuing liaison with the designated representatives of WASHINGTON COUNTY PROBATION DEPARTMENT.

4.1.2. Ensure that participating Military Departments provide installation access to Service members participating in WASHINGTON COUNTY PROBATION DEPARTMENT 's SkillBridge program on installations under the Department's authority in accordance with base access requirements.

4.1.3. Inform relevant Service member populations about the availability of WASHINGTON COUNTY PROBATION DEPARTMENT 's program and refer interested candidates to appropriate resource material for more information on WASHINGTON COUNTY PROBATION DEPARTMENT 's program.

4.1.4. Ensure that participating Military Departments pre-screen applicants to ensure they meet minimum requirements to participate and have received approval to participate from the first field grade commander, O-4 and above, in the Service member's chain of command, who is authorized to impose non-judicial punishment under 10 U.S.C. 815, Article 15, also known as the Uniform Code of Military Justice (UCMJ).

4.1.5. Authorize designated SkillBridge training locations as places of duty for participating Service members, with the understanding that a member's participation in the program may be terminated at any time, based on mission requirements, the member's conduct, and/or other Service needs.

4.2. The Service member shall adhere to the rules, regulations, procedures, and policies of WASHINGTON COUNTY PROBATION DEPARTMENT while on WASHINGTON COUNTY PROBATION DEPARTMENT 's premises including, but not limited to, rules stated in the Service member Statement and Acknowledgement, if applicable. This includes the DoD requiring individual non-disclosure agreements from the Service member.

4.3. WASHINGTON COUNTY PROBATION DEPARTMENT will:

- 4.4. Provide no remuneration to Service members for services performed while participating in the program, further, ensure program participants comply with other restrictions on acceptance of compensation and gifts, bars on representation of WASHINGTON COUNTY PROBATION DEPARTMENT before Federal employees, and other ethics rules applicable to Service members as expressed in the criminal conflict of interest statutes (18 U.S.C. § 201209), the Standards of Conduct for Employees of the Executive Branch (5 C.F.R. 2635), and the Joint Ethics Regulation (DoD 5500.07-R).
- 4.4.1. Appoint a representative to maintain continuing liaison with USD (P&R), designated Military Department, and installation representatives.
- 4.4.2. Assume overall responsibility for the execution of its SkillBridge program, both on and off participating Military installations.
- 4.4.3. Screen and select participants for WASHINGTON COUNTY PROBATION DEPARTMENT's SkillBridge program from among those candidates approved for participation by Military Department authorities.
- 4.4.4. Maintain regular communication with Service members who are SkillBridge program participants and their host employers. Notify the appropriate Military Department, installation liaison, or command approving authority immediately upon learning of any attendance issues, disciplinary concerns, or injuries relating to a Service member who is a SkillBridge participant.
- 4.4.5. Conduct a program feedback survey with Service member SkillBridge program participants and work with designated Military Department installation representatives to address any program concerns and, if necessary, to provide final outcomes to USD(P&R).
- 4.4.6. At a minimum, provide 90-, and 180-day post-program employment updates to USD(P&R) and the Military Department liaison when identified by the Military Department.
- 4.4.7. WASHINGTON COUNTY PROBATION DEPARTMENT shall not suggest official DoD or Military Department sanction or endorsement of its products or services because of participation in the SkillBridge program or otherwise.
5. Inform the Installation Public Affairs Office (PAO) when any media coverage is expected relating to the WASHINGTON COUNTY PROBATION DEPARTMENT's SkillBridge program. All materials intended for use in connection with such coverage must be provided to the PAO.

6. PERSONNEL: Each party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for the supervision and management of its own personnel.

7. GENERAL PROVISIONS:

7.1. POINTS OF CONTACT: The following points of contact (POCs) will be used by the Parties to communicate the implementation of this MOU. Each party may change its POC upon reasonable notice to the other party.

7.1.1. For the Office of the USD(P&R):

Boris Kun


boris.kun.civ@mail.mil  
4000 Defense Pentagon, Rm 1E525  
Washington D.C. 20301-4000

7.1.2. For WASHINGTON COUNTY PROBATION DEPARTMENT

Email:

dboucher@washingtoncountyny.gov

Mailing address: Daniel J. Boucher, Probation Director  
Washington County Probation  
383 Broadway  
Fort Edward, NY 12828

7.2. CORRESPONDENCE: All correspondence *except for initial transmission of this agreement* to be sent and notices to be given pursuant to this MOU will be addressed to (*do NOT email or mail* this form to contact noted here): 

7.2.1. For the Office of the USD(P&R):

Boris Kun  
4000 Defense Pentagon, Rm 1E525,  
Washington D.C. 20301-4000

7.2.2. For WASHINGTON COUNTY PROBATION DEPARTMENT :

Email: dboucher@washingtoncountyny.gov

Mailing Address: Daniel J. Boucher, Probation Director  
Washington County Probation  
383 Broadway  
Fort Edward, NY 12828

7.3. REVIEW AND MODIFICATION OF MOU: This MOU will be in its entirety triennially and updates will be initiated, as required. This MOU may only be modified by the written consent of the Parties, duly signed by their authorized representatives.

7.4. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower, other than participating Service members, between the two parties nor does it make any commitment of funds or resources.

- 7.5. **DISPUTES:** Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19 "Support Agreements".
- 7.6. **NONENDORSEMENT:** In accordance with the Joint Ethics Regulation, DoD is prohibited from endorsing or implying that it will endorse any nonfederal entity, event, product, service or enterprise. The Parties recognize that this agreement does not constitute DoD endorsement of WASHINGTON COUNTY PROBATION DEPARTMENT or any of its products or services.
- 7.7. **TRANSFERABILITY:** This MOU is not transferable except with the written consent of the Parties.
- 7.8. **TERMINATION OF UNDERSTANDING:** This MOU may be terminated by any Party with 90 days written notice to the other Party. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that it is no longer able to meet the terms of this MOU based on military operational requirements or national emergency. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, fail to comply with the terms of this MOU.
- 7.9. **SERVICE MEMBER RELEASE FROM SKILLBRIDGE OPPORTUNITY:**  
Either the DoD or WASHINGTON COUNTY PROBATION DEPARTMENT may release a Service member from the Program if, in the opinion of either party, the Service member is not actively and satisfactorily participating with the provided training. The DoD may release a Service member from placement with WASHINGTON COUNTY PROBATION DEPARTMENT if it determines that the Service member is not being utilized by WASHINGTON COUNTY PROBATION DEPARTMENT consistent with the goals of the Program. Prior to releasing the Service member, DoD and WASHINGTON COUNTY PROBATION DEPARTMENT shall confer and try to resolve the issue(s), short of release of Service member from the Program. However, for the avoidance of doubt, each party retains ultimate right to end the Program after consultation with the other party.
- 7.10. **CONSENT TO IDENTIFICATION:** Neither party shall use the other party's name outside their organization without the other party's express written consent, which consent shall not be unreasonably withheld or delayed. Such consent shall not be unreasonably withheld or delayed.
- 7.11. **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

7.12. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

7.13. EXPIRATION DATE: This MOU expires on \_\_\_\_\_ (date to be determined by *agreement between DoD and organization's representative*).

AGREED:

For WASHINGTON COUNTY PROBATION DEPARTMENT

Name: Daniel J. Boucher, Probation Director

\_\_\_\_\_ 05/31/2022

sign

date

For the SkillBridge Program Office

SEND THIS FORM VIA SYSTEM OR TO  
dodskillbridgeassistancecenter@livehelpnow.net  
DO NOT EMAIL OR MAIL TO THE POC

\_\_\_\_\_

sign

\_\_\_\_\_

date