

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (the "County") to enter into an intermunicipal agreement ("IMA") with the Village of Mount Kisco (the "Village") for a term commencing retroactively on January 1, 2025 and expiring March 31, 2025, whereby the County, acting through its Department of Public Safety Services (the "Department"), will provide general additional policing services to the Village.

Under the terms of the proposed IMA, the Department shall provide, on a daily basis, general additional policing services to the Village which shall include: 1.) Patrol services consisting of the assignment of seventeen (17) police officer full time equivalents ("FTE's) to patrol the Village in consultation and coordination with the Village, with at least two (2) police officers, each with a patrol car, at any given time; 2.) Investigative services consisting of three (3) detective FTE's assigned at such times as the Department shall deem appropriate, in consultation with the Village, in order to investigate matters that arise in the Village; and 3.) First-line police supervisors consisting of the assignment of five (5) police sergeant FTE's with one (1) police sergeant FTE provided with a patrol car at all times.

For the three (3) month term of the proposed IMA, the Village shall pay the County a sum (the "Prorated Annual Fee") equal to the County's costs, including but not limited to salary, overtime, holiday pay, shift differential, and fringe benefits for that period. The Village shall pay the Prorated Annual Fee on or before April 30, 2025. The Prorated Annual Fee for the three (3) month term of the IMA is estimated to be \$1,810,665. The County shall give the Village a credit toward the cost of retiree healthcare included within the Prorated Annual Fee. Such credit shall be equal to \$1,000.00 per month for each of the twelve (12) former Village employees hired by the County on June 1, 2015 for as long as such employee remains on County payroll for the provision of these services.

The County has been providing these additional police services to the Village pursuant to various IMAs since 2015 under substantially the same terms, and the most recent IMA for these services expired on December 31, 2024. The proposed three (3) month IMA is necessary so that the County can continue to provide these police services to the Village while the County and Village negotiate a new long-term IMA.

Your Committee has been advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of your Honorable Board.

It should be noted that approval of the Act authorizing the County to enter into the IMA requires the affirmative vote of a majority of the voting strength of your Honorable Board.

Your Committee believes that this IMA is in the best interest of the County. Therefore, your Committee recommends adoption of the proposed attached Act.

Dated: 2/18, 2025
White Plains, New York

Vedat Gashi

Bryan Boyer

Terry

C:JPI 2.3.25

COMMITTEE ON

Public Safety
2/18/2025

-
Dated: February 19th, 2025

White Plains, New York

Vedat Gahi
Kraft
JH
H. J.
Smith

COMMITTEE ON

Budget & Appropriations

Dated: February 18th, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Public Safety

Margaret A. Cunzio

Colin J. Amato

Dated: February 19, 2025

White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

A handwritten signature in black ink, reading "Kenneth Brillin Johnson". The signature is written in a cursive style with a large, stylized initial 'K'.

FISCAL IMPACT STATEMENT

SUBJECT: Village Of Mount Kisco-IMA

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: T 576- 38-A576 Source of Funds: Village of Mount Kisco. Amended to extend the current IMA for 3 months (1/1/2025 to 3/31/2025)

Potential Related Operating Budget Expenses: Annual Amount

Describe: N/A

Potential Related Operating Budget Revenues: Annual Amount

Describe: N/A

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \$0

Next Four Years: 2025 Expenses \$1,810,665 and Revenue \$1,810,665 (3 months)

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety

Date: December 10, 2024

Reviewed By: 

Budget Director

Date: 1/28/25

ACT NO. _____ - 2025

An Act authorizing the County of Westchester (the "County") to enter into an inter-municipal agreement with the Village of Mount Kisco (the "Village") for a term commencing on January 1, 2025 and expiring March 31, 2025, whereby the County, acting through its Department of Public Safety Services, will provide additional general police services to the Village.

NOW, THEREFORE, BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an intermunicipal agreement ("IMA") with the Village of Mount Kisco (the "Village") for a term commencing January 1, 2025 and expiring March 31, 2025, whereby the County, acting through its Department of Public Safety Services (the "Department"), will provide additional general police services to the Village.

§2. The Department shall provide, on a daily basis, general additional policing services to the Village which shall include: 1.) Patrol services consisting of the assignment of seventeen (17) police officer full time equivalents ("FTE's") to patrol the Village in consultation and coordination with the Village, with at least two (2) police officers, each with a patrol car, at any given time; 2.) Investigative services consisting of three (3) detective FTE's assigned at such times as the Department shall deem appropriate, in consultation with the Village, in order to investigate matters that arise in the Village; and 3.) First-line police supervisors consisting of the assignment of five (5) police sergeant FTE's with one (1) police sergeant FTE provided with a patrol car at all times.

§3. The Village shall pay the County a sum (the "Prorated Annual Fee") equal to the County's costs, including but not limited to salary, overtime, holiday pay, shift differential, and

fringe benefits for that period. The Prorated Annual Fee for the three (3) month term of the IMA is estimated to be \$1,810,665.

§4. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§5. This Act shall take effect immediately.

This **INTERMUNICIPAL AGREEMENT** ("IMA") made this _____ day of _____, 2025 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereafter the "County")

and

THE VILLAGE OF MOUNT KISCO, a municipal corporation of the State of New York, having an office and place of business located at 104 Main Street, Mount Kisco, New York 10549 (hereafter the "Village")

WITNESSETH:

WHEREAS, the Village desires to obtain additional policing services from the County, acting through its Department of Public Safety (the "Department"); and

WHEREAS, the parties have successfully concluded negotiations and have agreed on the relevant terms and conditions pursuant to which such additional policing services will be provided; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal corporations to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the Village and County each possess police jurisdiction over the village, independent of this Agreement and may individually perform the services contracted for herein, with this Agreement merely designed to provide a well-defined, cost-effective scope of supplementary policing services to compliment the Village's Police Department;

WHEREAS, no rights of the Village or its officers shall be deemed curtailed, transferred or abolished pursuant to or by virtue of this Agreement, the Village and County each possess policing jurisdiction over the municipality and may independently perform the services contracted for herein, with this Agreement designed to provide a well-defined, cost-effective scope of

additional policing services to compliment the Village's Police Department which shall continue to exist and serve Village residents;

WHEREAS, the County has provided these services pursuant to a previous IMA that expired on December 31, 2024 and this short-term IMA is necessary so that the County can continue to provide these additional police services to the while the County and Village continue to negotiate a new long-term IMA.

WHEREAS, the Village has duly adopted a Resolution authorizing its Mayor to execute an agreement with the County whereby the County will provide additional policing services to the Mount Kisco Police Department for the compensation and upon the terms described below; and

WHEREAS, by Act No. _____, approved by the Westchester County Board of Legislators on _____, the County was authorized to enter into an agreement to provide such additional policing services to the Village for the compensation and upon the terms described below

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Department shall provide general additional policing services to the Village which shall include: 1.) patrol services consisting of the assignment of seventeen (17) police officer full time equivalents ("FTE's) to patrol the Village in consultation and coordination with the Village, with at least two (2) police officers, each with a patrol car, at any given time; 2.) Investigative services consisting of three (3) detective FTE's assigned at such times as the Department shall deem appropriate, in consultation with the Village, in order to investigate matters that arise in the Village; and 3.) First-line police supervisors consisting of the assignment of five (5) police sergeant FTE's with one (1) police sergeant FTE provided with a patrol car at all times. The above described services to be provided to the Village shall be the primary job duties of such Department personnel when they are assigned to provide such services.

The scope of additional policing services to be provided to the Village is more particularly described in Schedule "A" attached hereto and made part hereof. Notwithstanding any other

provision within this Agreement, the Village may upon not less than sixty (60) days written notice to the County, modify the aforementioned contract staffing to accommodate either the Village's budgetary constraints or additional policing needs.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Village shall pay the County a sum (the "Prorated Annual Fee") equal to the County's actual costs, including but not limited to salary, overtime, holiday pay, shift differential, fringe benefits, and additional communications personnel costs. The Village shall pay the Prorated Annual Fee on or before April 30, 2025. The Prorated Annual Fee for the three (3) month term of the IMA shall be \$1,810,665. Attached hereto and made a part hereof as Schedule "B" is a budget upon which the Prorated Annual Fee that the term of the Agreement is based. The parties acknowledge and agree that this Annual Fee may require adjustment based on actual staffing during the transition period, salary and benefit increases required under applicable collective bargaining agreements, and as provided in Paragraph FIRST. The County shall give the Village a credit toward the cost of retiree healthcare included within the Annual Fee. Such credit shall be equal to \$1,000.00 per month for each of the twenty-five former Village employees hired by the County on June 1, 2015 for as long as such employee remains on County payroll for the provision of services outlined in Paragraph **FIRST** of this Agreement.

Notwithstanding anything herein to the contrary, the parties agree that in computing the actual cost of providing additional police services to the Village, the County shall calculate such figures or true up the costs and shall contemporaneously provide copies of such figures to the Village to insure that all parties are fully familiar with the actual cost of the additional policing services, as compared to projected costs. Should these figures substantially deviate from the proposed Prorated Annual Fee, the Village shall have the right to renegotiate the scope of services provided in Schedule "A" to avoid any potential for cost overruns. In addition, the County agrees to provide monthly reports to the Village on overtime spending. In addition to and notwithstanding anything to the contrary contained elsewhere herein, the Village acknowledges and agrees that certain collective bargaining agreements that affect salaries have expired effective January 1, 2025 and that the Village shall reimburse the County for any retroactive salary and benefit increases, if any, once known.

All of the provisions of this Section "SECOND" shall survive termination of this Agreement.

THIRD: The Village agrees that for so long as this Agreement is effective, the Department shall have joint use of the Village police facility at 40 Green Street, Mount Kisco, New York for purposes of conducting additional policing services for the Village at no charge to the County. The Village will provide a clearly delineated amount of space in the existing police facility limited to office space for three detectives, space for reporting writing and interviews, a locker room and bathroom facilities for officers assigned to the Village patrol force, and a prisoner detention facility. The Village shall, during all such times, continue to maintain the police facility, including the provision of utilities and janitorial services.

The Village also agrees that for so long as this Agreement is effective, the County, its employee's, agents and contractors shall have access to the Village's radio communications tower for the purpose of maintaining radio equipment for police communications and also allowing for the installation of such additional equipment as may be necessary or desirable for the maintenance or enhancement of police communications.

FOURTH: The term of this Agreement shall commence retroactively on January 1, 2025 ("Effective Date") and shall expire on March 31, 2025 ("Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement. Notwithstanding anything herein to the contrary the Village shall have a Forty-Five (45) day rescission period from the Effective Date to terminate this Agreement for any reason. Should such termination occur, the Village shall be responsible to the County for the Annual Fee on a per diem basis.

FIFTH: (a) [INTENTIONALLY OMITTED].

(b) In the event that there has been a material breach by either party of any of the terms of the Agreement and such breach remains uncured for thirty (30) days after service on the breaching party of written notice thereof, or in the event that such breach is not susceptible of being cured within such thirty (30) days, such cure has not been commenced within such period and diligently pursued and completed within a reasonable time thereafter, the non-breaching party, in addition to

any other right or remedy it might have, may terminate this Agreement. Notice hereunder shall be effective on the date of receipt.

Upon termination or expiration of this Agreement, the County shall reimburse the Village for any advance payments made by the Village prior to such termination or expiration. The Village shall satisfy any and all arrears to the County. Any such adjustments shall be made by the responsible party within thirty days of termination or expiration of this Agreement. In the event of a dispute as to the value of the services rendered by the County prior to the date of termination, it is understood and agreed that the Commissioner of Public Safety ("Commissioner") shall determine the value of such services rendered by the County. Subject to the provisions set forth above, the Village shall accept such reasonable and good faith determination, which will be supported by documentation provided to the Village, as final.

SIXTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Village agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Village shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Village or third parties under the direction or control of the Village; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions hereunder by the Village or third parties under the direction or control of the Village and to bear all other costs and expenses related thereto.

(c) In the event the Village does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Village shall reimburse the County's reasonable attorney's

fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

SEVENTH: The County agrees to self-insure all liability for bodily injury and death and/or property damage under the County's self-insurance program in accordance with Local Law 6-1986 and Chapter 295 of the Laws of Westchester County. Such self-insurance shall insure against all costs, damages, expenses and/or any payment of any and all claims, accidents and injuries, and all damages whatsoever caused to any person or any property. Attached hereto as Schedule "D", is a written assurance from the County of its decision to self-insure. In addition to, and not in limitation of the above, the County agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the Village, the County shall indemnify and hold harmless the Village, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions hereunder by the County or third parties under the direction or control of the County and to bear all other costs and expenses related thereto.

(c) In the event the County does not provide the above defense and indemnification to the Village, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the County shall reimburse the Village's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

EIGHTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, postage pre-paid, or sent by hand or overnight delivery, or sent by facsimile (with acknowledgement received and a copy of the notice

sent by overnight courier) to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Commissioner of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Village:

Village Manager
Village of Mount Kisco
104 Main Street
Mount Kisco, New York

With copies to:

Mayor of the Village of Mount Kisco
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

Village Attorney
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

NINTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. In the event of any conflict between this Agreement and any of its attachments, the terms of this Agreement shall control.

In the event that any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of

this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties as expressed herein prior to the determination of such invalidity or unenforceability.

TENTH: This Agreement is not intended to create a partnership or joint venture between the parties, nor an employer/employee relationship. Instead, the County shall be deemed an independent contractor in the providing of additional policing services to the Village.

ELEVENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this IMA it is recognized and understood that the County encourages the Municipality to do similarly.

TWELFTH: Any purported delegation of duties or assignment of rights under this Agreement by one party without the prior express written consent of the other is void.

THIRTEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

FOURTEENTH: Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

FIFTEENTH: All exhibits or schedules referred to in this Agreement and attached hereto are incorporated herein by reference.

SIXTEENTH: Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Each Party shall have the right to

examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

SEVENTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

EIGHTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[Remainder of this page is intentionally left blank. Signatures appear on the next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

THE COUNTY OF WESTCHESTER

By: _____
Terrance Raynor
Commissioner of Public Safety Services

VILLAGE OF MOUNT KISCO

By: _____
Mayor/Village Manager

Authorized and approved by the Westchester County Board of Legislators, at a meeting duly held on the ____ day of _____, _____ by Act No. _____.

Authorized and approved by the Village Board of the Village of Mount Kisco, at a meeting duly held on the ____ day of _____, _____.

Approved:

Senior Assistant County Attorney
The County of Westchester
S/Con/JPI/DPS/Mt Kisco Police, IMA.1.21.25

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK

ss.

COUNTY OF WESTCHESTER

On the _____ day of _____ in the year 2019,
_____, known to me, or proven on the basis of satisfactory evidence,
to be the individual who has subscribed to the within instrument, personally appeared before me
and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and
that by his/her signature on the instrument, the individual, or the person on whose behalf the
individual acted, executed the instrument and acknowledged, if operating under a trade name, that
the certificate required by the New York State General Business Law, Section 130 has been filed
as required therein.

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)
_____ of the Village of Mount Kisco
(Title) (Name of Municipality)
(the "Municipality"), a municipal corporation duly organized in good standing under the _____
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)
named in the foregoing agreement that _____ who signed said
(Person executing agreement)
agreement on behalf of the Municipality was, at the time of execution _____ of
(Title of such person),
the Municipality, that said agreement was duly signed for on behalf of said Municipality by
authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)
and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
 ss.):
COUNTY OF WESTCHESTER)

On this ____ day of _____ 2019, before me personally came _____
_____, whose signature appears above, known to me to be the
_____ of _____,
(Title)
the municipal corporation described in and which executed the above certificate, who being by me
duly sworn did depose and say that he, the said _____
resides at _____, and that
he/she is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"

Supplementing Paragraph "FIRST", this Schedule "A" is intending to more particularly describe the core policing services, specific items covered, services incidentally included and items expressly excluded or reserved by the Village:

Core Additional Policing Services:

County shall provide 3 police officers and one supervisor on the day tour, 3 police officers and one supervisor on the evening tour and 2 police officers and one supervisor on the overnight tour, with such police officers being assigned to patrol duties, within the municipal boundaries of the Village of Mount Kisco and the Byram Lake Watershed Area. The County shall assign 3 detectives exclusively to the Village.

Mount Kisco Police Patrol Sector Checks:

Reporting of non-functioning street lights, traffic control signals and traffic control signs that need repair or replacement to Department of Public Works

Water line breaks and sanitary sewer overflows reported to Public Works when first observed

Patrol checks of all village owned buildings and facilities, (doors locked and perimeter check) of Village Hall, Library, Senior Center, Byram Lake Water Filtration Plant (gate locked), water lift stations (Hillside and Chase), water tank (gates locked: Mountain & Emery Street; driveway off of Rolling Ridge), Saw Mill Sewer Pump Station, sewer lift stations (Radio Circle Drive, Cold Spring Court), Leonard Park Multi-Purpose Building and Leonard Park Gazebo.

Patrol of all parks and recreation facilities (Leonard Park and pool complex, Fox Park)

Central business district checks of storefronts and back parking lots

Police presence to meet all evening trains and checking of sidewalk under Route 133 to North Moger Parking Lot

Mid-Night tours from November 15 - April: winter overnight parking restrictions for snow removal

Drive through and check of Public Works and Parks maintenance buildings

Assistance with overcrowding conditions; Notify building inspector of conditions upon entry by police in response to a police matter (Establish protocol for coordination with Building Department)

Dark House patrol and checks

Other on/off street parking enforcement

Byram Lake Security and watershed enforcement

Additional Administrative duties:

Background checks on new hires

Participation in Drug Council Program

Assistance with processing Cabaret and Peddling licenses including State Liquor Authority licensing process
 Monthly notice to Clerical staff for Alarm billing based off of IMPACT software
 Conduct letters: applicants to apply to WCPD directly
 WCPD to assist with taxi cab and license inspection and permitting program. (MK limits the number of cabs) -
 WCPD to perform all required fingerprinting for various purposes
 Coordination of police coverage with Village for all special events; i.e. Parades (St. Patrick's Day, Memorial Day, Little League, Fire Parade) and 9-11 memorial (use available Village staff to minimize Police overtime costs) (street closing and postings for no parking)
 Court appearances to be scheduled when involved officer is scheduled to work regular tour to the greatest extent possible
 Continue with current initiatives in crime prevention – targeted patrol details
 Assignment of staff duties to patrol sergeants; i.e. traffic committee, facilities management
 Alarm calls for DPW water and sewer lift stations go to PD and need to be forwarded onto Public Works
 Assistance with DPW operations for overnight snow removal, line painting, utility repairs
 "Dig Safe" Notices go to PD as well as DPW and others.
 When feasible or practical, WCPD will provide one Spanish-speaking officer per 8- hour tour.
 When feasible or practical, WCPD will endeavor to maintain consistency in assignment of personnel (same group of people generally).
 When feasible or practical, WCPD will regularly conduct foot patrols of the downtown area.
 WCPD and Village leadership shall convene on a quarterly basis to discuss operational issues and review reporting.
 To the extent practical, WCPD shall report to the Village on a monthly basis on the amount and types of VTL and local law violations.
 To the extent feasible, WCPD shall endeavor to distinguish the OCR reporting for the Village from that of the rest of the County.

Village Police Jurisdiction to Remain Unchanged and list of Services Exclusively Retained by Village:

The Village of Mount Kisco shall retain jurisdiction to perform any and all of the above-referenced functions, irrespective of County's contracting for services. Notwithstanding the County's contractual obligations set forth above, the Village's jurisdiction shall be expressly deemed to include but not be limited to core functions, patrols, investigations, background checks, investigations, sector checks, licensing, administrative functions and the like,

As to retained functions of the Village/MKPD and not deemed part of the IMA:

Courtroom security- Primary courtroom security will be provided by Village and/or the MKPD. The County may provide additional officers, as needed, provided such service is provided on a non-overtime basis.

The Village reserves the right to utilize its own employees (e.g. parking and traffic control agents), as needed, to perform non-sworn police officer duties such as traffic control, parking enforcement and similar duties.

SCHEDULE "B"

Budget

DRAFT

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

SCHEDULE "D"

November 1, 2019

Mayor
Village of Mount Kisco
16 Croton Avenue
Mount Kisco, New York 10549

Dear Sir or Madam:

This letter is being provided as evidence of the County of Westchester's financial security in support of any indemnity contained in the Agreement between the County of Westchester and the Village of Mount Kisco.

The County of Westchester is self-funding its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. Contribution to this dedicated reserve fund is actuarially determined and reviewed on an annual basis for the adequacy of reserves.

Current assets exceed Ten Million Dollars (\$10,000,000.00)

Sincerely,

Anthony DiBuono
Risk Management

Description:
Village of Mount Kisco Additional Police Services