

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending adoption of an Act which, if adopted, would authorize the County of Westchester (the "County") to renew an intermunicipal agreement ("IMA") with the Village of Tuckahoe (the "Village"), pursuant to which the County, through its Department of Public Safety Services (the "Department"), would continue to provide the Village Police Department with communications and dispatch services during the midnight shift.

By Act No. 111-2014, your Honorable Board authorized the County to enter into a five (5) year IMA with the Village for the above services for the period from December 3, 2013 through December 2, 2018.

Thereafter, by Act No. 209-2018, your Honorable Board authorized the County to renew the IMA with the Village for an additional five (5) year term commencing on December 3, 2018. This IMA expired on December 2, 2023, and, due to the overwhelming success of this program, the parties now desire to retroactively renew the IMA for an additional five (5) year term.

Your Committee is advised that pursuant to the terms of the IMA, all 911 calls or other telephone calls from the public to the Village Police Department from midnight to 7:40 a.m., seven days a week, will be automatically forwarded to the Department, which will then dispatch Village Police officers as needed. In addition, any person who comes to the Village Police headquarters during the overnight hours will be able to contact the County police through a telephone mounted at the front door. A Village police officer would then be dispatched to return to headquarters. The proposed IMA will eliminate the need for a desk officer at Village Police headquarters during the overnight shift and allow Village Police officers to continue focusing on street patrols.

The term of the IMA will commence retroactive to December 2, 2023 and continue for a period of five (5) years thereafter. Either party may cancel the IMA on thirty (30) days written notice to the other.

Your Committee is advised that although these services were previously provided to the Village at no cost, the parties have agreed that going forward, the County should receive some remuneration for its efforts. Accordingly, the Village will pay the County the following fees for each year of service, payable on or before December 1st for services already rendered during that contract year:

December 3, 2023 – December 2, 2024: \$3,772.00
December 3, 2024 – December 2, 2025: \$3,876.00
December 3, 2025 – December 2, 2026: \$3,992.00
December 3, 2026 – December 2, 2027: \$4,112.00
December 3, 2027 – December 2, 2028: \$4,235.00

The Planning Department has advised that based on its review, the proposed IMA does not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the voting strength of your Honorable Board.

Your Committee believes that approval of this legislation will continue to benefit both the County and the Village by allowing a more efficient use of their respective resources, thereby saving taxpayer dollars. Accordingly, your Committee recommends that your Honorable Board adopt the attached Act authorizing the renewal of an IMA with the Village for communications and dispatch services.

Dated: February 3, 2025
White Plains, New York

James Zeller John -
Nancy Barr
Vedat Gashin
Paul H. H.
H. H.

Vedat Gashin
Henry

COMMITTEES ON

Budget & Appropriations

2/3/25

Public Safety

2/4/25

Dated: February 3, 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.

A handwritten signature in black ink, appearing to read "Colin J. Antz". The signature is fluid and cursive, with the first name "Colin" and last name "Antz" being clearly legible, and a middle initial "J." in between.

COMMITTEE ON

Budget & Appropriations

Dated: February 4, 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.

Margaret A. Cunzio

COMMITTEE ON

Public Safety

FISCAL IMPACT STATEMENT

SUBJECT: Village of Tuckahoe

☒ 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 \$ 3,772

Total Current Year Revenue \$ 3,772

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: To provide communications and dispatch services to the Village of Tuckahoe
on midnight tours for a 5-year term. 38-2000-1010/9230

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: \$0

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

Current Year: \$0

Next Four Years: 2025 Expenses \$3,876 and Revenue \$3,876

2026 Expenses \$3,992 and Revenue \$3,992

2027 Expenses \$4,112 and Revenue \$4,112

2028 Expenses \$4,235 and Revenue \$4,235

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: August 16, 2024

Reviewed By: 
Budget Director

Date: 1/7/25

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Village of Tuckahoe pursuant to which the County Department of Public Safety will provide the Village Police Department with communications and dispatch services during the midnight shift.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester ("County") is hereby authorized to enter into an intermunicipal agreement ("IMA") with the Village of Tuckahoe (the "Village"), in substantially the form attached hereto, pursuant to which the County, through its Department of Public Safety Services (the "Department"), would provide the Village Police Department with communications and dispatch services from midnight to 7:40 a.m., seven days a week (the "Services").

§2. The IMA shall commence retroactive to December 2, 2023 and continue for a period of five (5) years thereafter. Either party may cancel the IMA on thirty (30) days written notice to the other.

§3. In consideration for Services rendered, the Village shall pay the County the following fees, payable on or before December 1st for Services already rendered during that contract year:

December 3, 2023 – December 2, 2024: \$3,772.00
December 3, 2024 – December 2, 2025: \$3,876.00
December 3, 2025 – December 2, 2026: \$3,992.00
December 3, 2026 – December 2, 2027: \$4,112.00
December 3, 2027 – December 2, 2028: \$4,235.00

§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.

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 TUCKAHOE, a municipal corporation of the State of New York, having an office and place of business located at 65 Main Street Tuckahoe, NY 10707 (hereafter the "Village")

W I T N E S S E T H:

WHEREAS, the Village, through its Police Department (the "Village Police"), desires to obtain communications and dispatch services during the midnight shift to eliminate the need for a desk officer at police headquarters and allow the Village Police to continue focusing on street patrols; and

WHEREAS, the County's Department of Public Safety (the "Department"), acting through the Westchester County Police (the "County Police"), provides communications and dispatch services 24 hours per day, seven days per week and has sufficient personnel on staff to handle communications and dispatch duties for the Village Police during the midnight shift; and

WHEREAS, the parties have successfully concluded negotiations and have agreed on the relevant terms and conditions pursuant to which such communications and dispatch 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's Board of Trustees has duly authorized the Village's Mayor to execute an agreement with the County whereby the County Police will provide communications and dispatch services on the terms described below; and

WHEREAS, by Act No. _____ - 2025, approved by the Westchester County Board of Legislators on _____, 2025, the County was authorized to enter into an agreement to provide such communications and dispatch services to the Village upon the terms described below.

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

FIRST: The County, through the County Police, shall provide communications and dispatch duties for the Village Police during the period from midnight to 7:40a.m., seven days per week, as more particularly described in Schedule "A", attached hereto and made a part hereof (the "Services").

SECOND: The term of this Agreement shall commence retroactive to December 3, 2023 and shall expire five (5) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement.

THIRD: In consideration for Services rendered, the Village shall pay the County the following fees for each year, payable on or before December 1st for Services already rendered during that contract year:

December 3, 2023 – December 2, 2024: \$3,772.00
December 3, 2024 – December 2, 2025: \$3,876.00
December 3, 2025 – December 2, 2026: \$3,992.00
December 3, 2026 – December 2, 2027: \$4,112.00
December 3, 2027 – December 2, 2028: \$4,235.00

FOURTH: (a) Either party, upon thirty (30) days prior written notice to the other party, may terminate this Agreement when the terminating party deems it to be in its best interest.

(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) day period, 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 under this Agreement or at law or in equity, may terminate this Agreement. Notice hereunder shall be effective on the date of receipt.

FIFTH: 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; and

(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.

SIXTH: 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
1 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:

Mayor
Village of Tuckahoe
65 Main Street
Tuckahoe, New York 10707

with a copy to:

Village Attorney
Village of Tuckahoe
65 Main Street
Tuckahoe, New York 10707

SEVENTH: 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. It 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 prior to the determination of such invalidity or unenforceability.

EIGHTH: 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 Village to do similarly.

NINTH: 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.

TENTH: 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. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

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

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

THE COUNTY OF WESTCHESTER

By: _____
Terrance Raynor
Commissioner/Sheriff
Department of Public Safety

VILLAGE OF TUCKAHOE

By: _____
Name:
Title:

Authorized and approved by the Westchester County Board of Legislators, at a meeting duly held on the ____ day of _____, 2025 by Act No. _____ - 2025.

Authorized and approved by the Village Board of the Village of Tuckahoe at a meeting duly held on the ____ day of _____, 202_.

Approved:

Sr. Assistant County Attorney
The County of Westchester

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On the ____ day of _____ in the year 2025,
_____, 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 _____
(Title) (Name of Municipality)

(the "Municipality"), a 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 _____ 2025, 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"

SCOPE OF WORK

All 911 calls or other telephone calls from the public to the Village Police Department from midnight to 7:40 a.m., seven days a week, will be automatically forwarded to the Westchester County Department of Public Safety, which will then dispatch Village Police officers as needed. In addition, any person who comes to the Village Police headquarters during the overnight hours will be able to contact the County police through a telephone mounted at the front door. A Village Police officer would then be dispatched to return to headquarters. The proposed IMA will eliminate the need for a desk officer at Village Police headquarters during the overnight shift and allow the Village Police to continue focusing on street patrols.