

LOCAL LAW INTRO. NO. ____ – 2025

A LOCAL LAW to authorize the County of Westchester to enter into Intermunicipal Agreements in order to establish a new Mutual Aid and Rapid Response Plan for the police departments of participating municipalities and to delegate to the Commissioner / Sheriff of the Department of Public Safety Services the powers granted to a chief executive officer to request and grant police assistance.

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

Section 1. The County of Westchester (“County”) be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with municipal corporations as defined in Article 5-G of the New York State General Municipal Law and located both within and outside of the physical boundaries of Westchester County (collectively the “Participating Municipalities”), in order to establish a new Mutual Aid and Rapid Response Plan for the Police Departments of these Municipalities (the “Plan”) to carry out the purposes described in Section 209-m of the New York General Municipal Law. The Plan is to be reviewed and revised as necessary and revisions to the Plan will be approved and implemented by the Westchester County Chiefs of Police Association. Such revisions may include, but are not limited to, updates in protocols and additions of new municipalities and their police departments located within or outside of the physical boundaries Westchester County to participate in the Plan.

§ 2. The term of the IMAs shall commence on July 31, 2025 and have a term of five (5) years terminating on July 30, 2030.

§ 3. The Commissioner / Sheriff of the Department of Public Safety Services is hereby delegated the powers granted to a chief executive officer to request and grant police assistance described in Section 209-m of the New York General Municipal Law.

§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 Local Law shall take effect immediately.

INTERMUNICIPAL AGREEMENT 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,

(hereinafter referred to as the “County”),

and

THE «MUNICIPALITY», a municipal corporation of the State of New York having an office and place of business at «Address», «City», New York, «Zip_Code»,

(hereinafter referred to as the “Municipality,” and collectively with other signatory municipalities including the County, as the “Municipalities” or “Signatory Municipalities”).

WHEREAS, the purpose of the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York (the “Plan”) is to formalize operational procedures for Law enforcement assistance to participating agencies; and

WHEREAS, the Signatory Municipalities have executed the Plan by which each Municipality agrees to make available its police personnel and equipment to the others upon the occurrence of a condition which is beyond the scope of its police resources; and

WHEREAS, due to prevailing world, national and local security situations, the ever increasing flow of intelligence, and actual threats directed against once benign sites and facilities, the parties desire that the Plan be flexible and subject to review and revision as necessary in a timely manner; and

WHEREAS, the Signatory Municipalities desire, inter alia, to ratify and execute this Agreement in order to effectuate the Plan and to agree on the procedures for timely review and revision of the Plan; and

WHEREAS, said Plan is governed by and liabilities and costs are apportioned pursuant to the provisions of New York State General Municipal Law (“General Municipal Law”) Section 209-m which provides, inter alia, that absent agreement to the contrary, the municipality receiving police aid (the “Requesting Municipality”) shall reimburse the municipality providing such aid (the “Assisting Municipality”) for any money paid by it for police salaries and other expenses incurred by it including damage to, or loss of, equipment and supplies.

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

FIRST: Definitions

(1) Chief Executive Officer: The officer within a Signatory Municipality who is authorized pursuant to General Municipal Law Section 209-m to request or grant a request for police assistance from another Signatory Municipality.

(2) Department Head: Any police chief, Commissioner or other official in command or acting command of the police department or police force of a Signatory Municipality.

(3) Requesting Municipality: Any Signatory Municipality requesting the assistance of the police force of another Signatory Municipality pursuant to the terms of this Agreement.

(4) Assisting Municipality: Any Signatory Municipality providing assistance to a Requesting Municipality pursuant to the terms of this Agreement.

(5) Emergency: Shall have its common dictionary definition.

(6) Signatory Municipality: Any municipality that has signed this Agreement, including the County.

SECOND: A true and accurate copy of the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York (hereinafter the "Plan"), is annexed hereto and incorporated herein as Schedule "A." The Parties further agree to the Plan, as it may be amended from time to time, in accordance with the review and revision procedures set forth in said Plan and this Agreement.

THIRD: This Agreement shall commence on July 31, 2025 (the "Commencement Date") and terminate on July 30, 2030, unless terminated sooner in accordance with the provisions hereof. Any prior agreement signed by a Signatory Municipality for this purpose shall be deemed terminated upon the commencement of this Agreement.

FOURTH: The Signatory Municipalities hereby agree to render appropriate police services, in accordance with the Plan, to any Requesting Municipality whenever

the Chief Executive Officer of that municipality deems the general public interest requires it. All such requests for assistance shall be made by the Chief Executive Officer, Department Head or other authorized police officer of the Requesting Municipality and granted by the Chief Executive Officer, Department Head or other authorized police officer of each Assisting Municipality as set forth in the Plan.

FIFTH: The cost of police services provided pursuant to this Agreement shall be paid by the Requesting Municipality subject to the following exceptions:

- (a) The police services provided by the County shall be without cost to the Requesting Municipality.
- (b) The police services provided by each Assisting Municipality shall be reimbursed as provided in Section 209-m of the General Municipal Law, as same may be amended, except as provided for herein.
- (c) The Requesting Municipality shall reimburse each Assisting Municipality for all liability for damages arising out of acts performed by the Assisting Municipality in rendering aid.
- (d) That except for the amount, if any, of damage contributed to, caused by, or resulting from the intentional wrongs or reckless conduct of each Assisting Municipality, the Requesting Municipality shall defend, indemnify and hold harmless each Assisting Municipality, their 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 from the rendering of aid by each Assisting Municipality;

(e) In addition, the Requesting Municipality shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly resulting from the rendering of aid by each Assisting Municipality and to bear all other costs and expenses related thereto.

(f) Notwithstanding anything to the contrary contained herein, the Requesting Municipality shall not be liable for any damages resulting from any intentional wrongs or reckless conduct by the Assisting Municipality.

(g) The requesting Municipality shall reimburse each Assisting Municipality for all expenses incurred pursuant to the provisions of Section 207-c of the General Municipal Law, as same may be amended, and for any award of compensation made pursuant to the Workers' Compensation Law for salaries and expenses paid to officers of each Assisting Municipality who are injured while rendering assistance to the Requesting Municipality pursuant to the Agreement.

(h) All of the provisions of this Section FIFTH, including but not limited to the obligations of Signatory Municipalities to reimburse costs, to be liable for damages, and to defend, indemnify and hold harmless other Signatory Municipalities shall be applicable and enforceable whether or not the police aid requested and/or rendered by any Signatory Municipality is within or outside of the scope of the Plan and/or General Municipal Law Section 209-m.

SIXTH: Any party to this Agreement may withdraw at any time, upon thirty (30) days written notice to each of the other Signatory Municipalities, and thereafter such withdrawing party shall no longer be a party to this Agreement, but this Agreement and

the Plan shall continue to exist among the remaining parties and Signatory Municipalities.

SEVENTH: (a) The Westchester County Chiefs of Police Association (“WCCOPA”) shall be responsible for the administration and future amendments or revision of the Plan. Administration shall entail, but not be limited to, the development of an organized effort, identification of county-wide special equipment, the addition or removal of participating municipalities or police departments to the Plan, whether they operate within or outside of the physical boundaries of Westchester County, and interface with auxiliary services and agencies for the development of protocols and assumed responsibilities;

(b) A sub-committee of the WCCOPA will review the Plan at least once a year and formulate recommendations for amendments or revisions as necessary; and

(c) In order to effectuate the purposes of this Section and to authorize WCCOPA to determine the operational details of the Plan without need for legislative authorization each time an amendment to the Plan is required, the Municipality represents and warrants that its representative(s) at WCCOPA is/are duly authorized to administer the Plan and to authorize any and all revisions to the Plan on behalf of the Municipality.

EIGHTH: The rights and obligations set forth in this Agreement shall be binding upon and shall inure to the benefit of each municipality which has executed this Agreement with the County.

NINTH: As to any Signatory Municipality, this Agreement shall not be enforceable until signed by both parties and all applicable legal approvals have been obtained.

TENTH: If 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.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Terrance Raynor, Commissioner-Sheriff
County of Westchester Department of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

with a copy to:

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

To the Municipality:

TWELFTH: In addition to the aforementioned New York General Municipal Law Section 209-m, this Agreement shall be subject to any applicable laws, rules and regulations.

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

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Name: Terrance Raynor
Title: Commissioner of Public
Safety / Sheriff

THE «MUNICIPALITY»

By _____
Name: _____
Title: _____

Authorized and approved by the Westchester County Board of Legislators on the _____
day of _____, 2025.

Authorized and approved by the _____ of the
(Governing Board's Name)

(Name of Municipality)
at a meeting duly held on the _____ day of _____, _____.

Approved:

Senior Assistant County Attorney
County of Westchester
S/Iannace/DPS/Mutual Aid IMA 6.10.25

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this ____ day of _____, 20____, before me personally came _____
_____, to me known, and known to me to be the _____ of _____
_____, the municipal corporation
described in and which executed the within instrument, who being by me duly sworn did depose
and say that he/she, the said _____
resides at _____ and that he/she is the _____ of
said municipal corporation.

Notary Public County

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 _____, 20 __, before me personally came _____
_____ whose signature appears above, to me known, and know 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"

[The Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York is attached].

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