

ACT 118 - 2024

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 approve the attached Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety ("DPS"), to enter into an agreement (the "Agreement") with the Westchester County Health Care Corporation ("WCHCC"), whereby WCHCC would grant the County a license to allow DPS to conduct police recruit training on WCHCC's premises located at 100 Woods Road in Valhalla (the "Premises").

Your Committee is advised that training will consist of practical exercises, drills, and competency testing on various subjects, including, but not limited to, building searches, officer safety, active shooter response, and general patrol response to police calls involving the interior of buildings. This training is required by the New York State Division of Criminal Justice Services and the Municipal Police Training Council for recruit officers enrolled in the Westchester County Police Academy's sessions of the New York State Basic Course for Police Officers. The Premises are being utilized due to lack of other appropriate space which matches the requirements for this training.

The Agreement with the WCHCC would be for a term commencing upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney, and will continue for a term of five (5) years thereafter. The training will take place on such dates, at such times, and at such specific locations on the Premises as are mutually agreeable to the parties. Although there will be no cost to the County for DPS's use and occupancy of the Premises, the County will be required to indemnify, defend and hold WCHCC harmless from any and all liability in connection with said use, as more fully described in the Agreement, a copy of which is attached.

The Planning Department has advised that the proposed Agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 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 Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this Agreement. Pursuant to that section, said approval of the Board of Legislators must be by an affirmative vote of not less than a majority of the voting strength of the Board.

Your Committee has carefully considered and recommends approval of the proposed Act.

Dated: June 10th, 2024

White Plains, New York

James J. Zilli John
J. W.
Maryann
David J. Subiolo
David J. Subiolo
David J. Subiolo
C:\jpg\2024 WCHCC Hold Harmless
David J. Subiolo

Margaret A. Cio
J. W.
Benjamin Boynton
David J. Subiolo

Budget & Appropriations

Public Safety

Dated: June 10, 2024
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



Public Safety



FISCAL IMPACT STATEMENT

SUBJECT: Hold Harmless Agreement with WCHC 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: To authorize the County whereby WCHCC would grant the County

a license to allow DPS to conduct police recruit training on WCHCC's Valhalla location.

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: _____

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

Current Year: \$0.00

Next Four Years: \$0.00

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety

Date: April 20, 2024

Reviewed By: 
Budget Director

Date: 5/28/24

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation whereby WCHCC would grant the County a license to allow the Department of Public Safety to conduct police recruit training on WCHCC's premises located at 100 Woods Road in Valhalla for a five-year term at no cost to the County.

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an agreement (the "Agreement") with the Westchester County Health Care Corporation ("WCHCC"), in substantially the form attached hereto, whereby the WCHCC would grant the County a license to allow the County's Department of Public Safety ("DPS") to conduct police recruit training (the "Training") on WCHCC's premises located at 100 Woods Road in Valhalla (the "Premises").

§2. The Agreement would be for a term commencing upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney, and will continue for a term of five (5) years thereafter. The Training will take place on such dates, at such times, and at such specific locations on the Premises as are mutually agreeable to the parties.

§3. There will be no cost to the County for DPS's use and occupancy of the Premises to conduct the Training. However, the County will be required to indemnify, defend and hold WCHCC harmless from any and all liability in connection with said use and occupancy, as more fully described in the Agreement, a copy of which is attached hereto.

§4. The County Executive or his duly 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.

LICENSE/HOLD HARMLESS AGREEMENT

THIS LICENSE/HOLD HARMLESS AGREEMENT (the “**Agreement**”) made on the ____ day of _____, 2024 (the “**Effective Date**”), by and between the **WESTCHESTER COUNTY HEALTH CARE CORPORATION**, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Care Center, C-2, Valhalla, New York 10595 (“**Owner**”) and the **COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business at 148 Martine Avenue, White Plains, New York 10601 (the “**County**”).

Recitals

WHEREAS, Owner owns the property commonly known as Westchester Medical Center, located at 100 Woods Road, Valhalla NY (the “**Property**”), whereby the County, through its Department of Public Safety (the “**Department**”), desires to conduct police recruit training at the Property; and

WHEREAS, Owner wishes to grant the County a license to allow the Department to conduct such training at their Property at no cost to the County.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows the Owner and the County desire to enter into this Agreement on the terms and conditions set forth herein.

1. **Term.** The term (the “**Term**”) of this Agreement shall commence upon execution hereof by both parties and approval of same by the Office of the Westchester County Attorney (the “**Effective Date**”), and shall continue for a period of five (5) years from the Effective Date.
2. **Scope.** The Department shall use the Property only for the purposes of police recruit training and for no other purpose (the “**Training**”). The Training shall take place on such dates and at such times as are mutually agreeable to the parties. The Training shall take place at such specific locations on the Property as are mutually agreeable to the parties.
3. **Insurance.** The Department, through the County, is self-insured.
4. **Waiver of Claims and Indemnity.** To the extent not prohibited by law, the County shall indemnify, defend and save harmless OWNER, beneficiaries, trustees, officers, directors, employees and agents from and against any and all liability, claims, damages, costs and expenses including without limitation, reasonable attorney’s fees, resulting from or in connection with the Department’s use and occupancy of the Property which is not caused by the negligence or willful misconduct of OWNER, its employees, agents, or third parties under the direction or control of OWNER. To the extent not prohibited by law, the County waives all claims against OWNER and OWNER Representative and each of their partners, officers, beneficiaries, trustees, directors, employees and agents for injury to persons, damage to property or to any other interest of OWNER sustained by the

Department or any person claiming injury to persons, damage to property or to any other interests of OWNER sustained by the Department, or any person claiming through the Department resulting from any occurrence in or upon the Property which is not caused by the negligence or willful misconduct of OWNER, its employees, agents, or third parties under the direction or control of OWNER. Without limitation, all of the Department's personal property, which may at any time be at the Property, shall be at the Department's sole risk.

5. Removal of Property. End of Term. By the end of the Term of this license, the Department shall have removed all of its property from the Property and shall leave the the Property in a clean condition. If the Department fails to remove its property by the end of the Term, OWNER or OWNER Representative may dispose of said property in such manner as they determine.
6. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of New York and any and all claims arising out of this Agreement shall be brought in an appropriate court of jurisdiction within the County of Westchester.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

Agreed and accepted:

WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____
Name:
Its:

COUNTY OF WESTCHESTER

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

Approved by the Westchester County Board of Legislators by Act No. 2024-____ on the ____ day of _____, 2024

Approved by the Westchester County Board of Acquisition and Contract at a meeting duly held on the ____ day of _____, 2024.

Approved:

Sr. Assistant County Attorney
County of Westchester

CORPORATE ACKNOWLEDGMENT

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

On this ____ day of _____, 2024, before me personally came _____, to me known, and known to me to be the _____, of the Westchester County Health Care Corporation, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said _____ resides at _____, New York and that he is the _____ of said corporation and that he signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____ (Law
under which organized, e.g., the New York Business Corporation Law) named in the foregoing
agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by
authority of its Board of Directors, thereunto duly authorized and that such authority is in full force
and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary
Public in and for said State, _____ personally appeared, personally
known to me or proved to me on the basis of satisfactory evidence to be the officer described in and
who executed the above certificate, who being by me duly sworn did depose and say that he/she
resides at _____, and he/she is an officer
of said corporation; that he/she is duly authorized to execute said certificate on behalf of said
corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

STATE OF NEW YORK)
) ss.
WESTCHESTER COUNTY)

I HEREBY CERTIFY that I have compared the foregoing Act, Act No. 118 - 2024, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on June 17, 2024, and approved by the County Executive on June 18, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 19th day of June, 2024.



Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York

