

Public Safety & Veterans Meeting Agenda



Committee Chair: David Tubiolo

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
WestchesterLegislatorsNY.gov

Monday, August 24, 2026

1:00 PM

Committee Room

Joint W/ B&A

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, 8th Floor, White Plains, New York, 10601, and livestreamed via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view the meeting and its video recording online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/>. This website also provides the links to documents to be discussed at a given meeting.

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

[2026-390](#)

**IMA-Lakeland Central School District-School Resource Officers
'26-'31**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with Lakeland Central School District to assign three (3) uniformed County police officers to act as School Resource Officers at the Walter Panas High School, the Van Cortlandtville Elementary School, and the Lincoln-Titus Elementary School.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND
PUBLIC SAFETY & VETERANS**

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



Kenneth W. Jenkins
County Executive

Date: August 3, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Lakeland Central School District Inter-Municipal Agreement For School Resource Officers 2026-2031

Transmitted herewith for your review and approval is an act (the “Act”), which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Public Safety Services (the “Department”), to enter into an inter-municipal agreement (the “IMA”) with Lakeland Central School District (the “District”) to assign three uniformed County police officers to act as School Resource Officers (“SROs”) at the following schools in the District: 1.) the Walter Panas High School; 2.) the Van Cortlandtville Elementary School; and 3.) the Lincoln-Titus Elementary School (each individually, a “School”, or collectively, the “Schools”). The proposed IMA will commence on the first day of school in the 2026 -2027 school year and continue through the last day of school in the 2030-2031 school year (the “IMA Term”), as established by the District’s annual school calendar.

I have been advised that the SROs’ will work collaboratively with the District’s administration, teachers, and counselors to assist in maintaining a safe and supportive learning environment and will work in collaboration with the Schools to address crime and disorder problems. The Department and the District will consult and mutually agree on areas patrolled by the SROs, the times of day of such patrols, and the methods used. The SROs assigned to the Schools will provide services on a full time basis. SROs will work eight hours per day on the days the Schools are in session. SRO services will be provided only during each school year occurring within the IMA Term (a “School Term”).

In consideration for the services rendered, the District will pay the County the following total not-to-exceed amounts during each School Term, as set forth in the table below. The District will not be responsible for any overtime pay earned by an SRO in connection with his or her duties under the proposed IMA.

SCHOOL TERM	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031
TOTAL (NOT-TO-EXCEED)	\$827,592.00	\$850,351.00	\$873,736.00	\$897,764.00	\$922,452.00

I have been further advised that pursuant to the terms of the proposed IMA, each party will be responsible for indemnifying and defending the other party for claims arising from its own performance or failure to perform.

It should be noted that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)(iii) thereof, which exempts from procurement contracts with "... any State and any political subdivision, agency or instrumentality thereof."

As your Honorable Board will recall, by Act No. 2021-142, the County was authorized to enter into an agreement with the District for the 2021-2026 school years for these same services. The District has requested the continuation of this arrangement and, as such, authority is sought to enter into the proposed IMA.

I believe the proposed IMA is in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

KWJ/TR/SG/mcz
Attachment

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”), which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Public Safety Services (the “Department”), to enter into an inter-municipal agreement (the “IMA”) with Lakeland Central School District (the “District”) to assign three uniformed County police officers to act as School Resource Officers (“SROs”) at the following schools in the District: 1.) the Walter Panas High School; 2.) the Van Cortlandtville Elementary School; and 3.) the Lincoln-Titus Elementary School (each individually, a “School”, or collectively, the “Schools”). The proposed IMA will commence on the first day of school in the 2026 -2027 school year and continue through the last day of school in the 2030-2031 school year (the “IMA Term”), as established by the District’s annual school calendar.

Your Committee is advised that the SROs’ will work collaboratively with the District’s administration, teachers, and counselors to assist in maintaining a safe and supportive learning environment and will work in collaboration with the Schools to address crime and disorder problems. The Department and the District will consult and mutually agree on areas patrolled by the SROs, the times of day of such patrols, and the methods used. The SROs assigned to the Schools will provide services on a full time basis. SROs will work eight hours per day on the days the Schools are in session. SRO services will be provided only during each school year occurring within the IMA Term (a “School Term”).

In consideration for the services rendered, the District will pay the County the following total not-to-exceed amounts during each School Term, as set forth in the table below. The District will not be responsible for any overtime pay earned by an SRO in connection with his or her duties under the proposed IMA.

SCHOOL TERM	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031
TOTAL (NOT-TO- EXCEED)	\$827,592.00	\$850,351.00	\$873,736.00	\$897,764.00	\$922,452.00

Your Committee is further advised that pursuant to the terms of the proposed IMA, each party will be responsible for indemnifying and defending the other party for claims arising from its own performance or failure to perform.

It should be noted that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)(iii) thereof, which exempts from procurement contracts with "... any State and any political subdivision, agency or instrumentality thereof."

As your Honorable Board will recall, by Act No. 2021-142, the County was authorized to enter into an agreement with the District for the 2021-2026 school years for these same services. The District has requested the continuation of this arrangement and, as such, authority is sought to enter into the proposed IMA.

The Department of Planning has advised that the proposed IMA does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, 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 members of your Honorable Board.

Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2026

White Plains, New York

COMMITTEE ON

C:mcz.08.03.26

ACT NO. 2026 - __

An ACT authorizing the County of Westchester to enter into an inter-municipal agreement with Lakeland Central School District to assign three (3) uniformed County police officers to act as School Resource Officers at the Walter Panas High School, the Van Cortlandtville Elementary School, and the Lincoln-Titus Elementary School.

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

Section 1. The County of Westchester (the “County”), acting by and through its Department of Public Safety Services (the “Department”), is hereby authorized to enter into an inter-municipal agreement (the “IMA”) with Lakeland Central School District (the “District”) to assign three (3) uniformed County police officers to act as School Resource Officers (“SROs”) at the following schools in the District: 1) the Walter Panas High School; 2) the Van Cortlandtville Elementary School; and 3) the Lincoln-Titus Elementary School (each individually, a “School”, or collectively, the “Schools”).

§2. The proposed IMA shall commence on the first day of school in the 2026-2027 school year and continue through the last day of school in the 2030-2031 school year (“IMA Term”), as established by the District’s annual school calendar.

§3. The SROs’ shall work collaboratively with the District’s administration, teachers, and counselors to assist in maintaining a safe and supportive learning environment and shall work in collaboration with the Schools to address crime and disorder problems. The Department and the District shall consult and mutually agree on areas patrolled by the SROs, the times of day of such patrols, and the methods used. The SROs assigned to the Schools shall provide services on a full time basis. SROs shall work eight (8) hours per day on the days the Schools are in session. SRO services shall be provided only during each school year occurring within the IMA Term (a “School Term”).

§4. In consideration for the services rendered, the District shall pay the County the following total not-to-exceed amounts during each School Term, as set forth in the table below. The District shall not be responsible for any overtime pay earned by an SRO in connection with his or her duties under the proposed IMA.

SCHOOL TERM	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031
TOTAL (NOT-TO- EXCEED)	\$827,592.00	\$850,351.00	\$873,736.00	\$897,764.00	\$922,452.00

§5. Pursuant to the terms of the proposed IMA, each party shall be responsible for indemnifying and defending the other party for claims arising from its own performance or failure to perform.

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

§7. This Act shall take effect immediately.

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THIS AGREEMENT (“Agreement”), made _____, 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

LAKELAND CENTRAL SCHOOL DISTRICT, having an office and place of business at 1086 East Main Street, Shrub Oak, New York 10588 (hereinafter referred to as the “District”)

(The “County” and the “District” shall hereinafter be collectively referred to as the “Parties”, or individually as a “Party”).

WITNESSETH:

WHEREAS, pursuant to New York State Education Law Section 2801-a, a school district is required to develop a comprehensive district-wide school safety plan, and, as part of such a plan, must include prevention and intervention strategies such as entering into collaborative arrangements with state and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained in order to, among other things, de-escalate potentially violent situations; and

WHEREAS, the District desires to obtain the services of three (3) uniformed County Police Officers to act as School Resource Officers for certain schools in the District; and

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety (the “Department”), is willing to provide such School Resource Officer services for compensation and based upon the terms herein provided.

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

Section 1. The County shall assign three (3) regularly employed uniformed County Police Officers, each to act as a School Resource Officer (collectively, the “SROs”, or individually, an “SRO”) at the following schools in the District: 1.) the Walter Panas High School; 2.) the Van Cortlandtville Elementary School; and 3.) the Lincoln-Titus Elementary School (individually, a “School”, or collectively, the “Schools”).

SROs shall work collaboratively with the District's administration, teachers and counselors to assist in maintaining a safe and supportive learning environment. The responsibilities of the SROs will include, but shall not be limited to:

- (a) providing valuable resources to school staff members;
- (b) fostering positive relationships with youth;
- (c) helping develop strategies to resolve problems affecting youth;

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- (d) protecting all students so that they can reach their full potential;
- (e) monitoring potential threats and behavioral issues and sharing information with school officials;
- (f) providing active shooter/hostile event response;
- (g) anticipating and providing guidance with school behavioral triage and threat assessment teams;
- (h) assisting with school emergency management planning and multi-agency drill coordination;
- (i) providing school and campus safety and security patrols;
- (j) providing crisis intervention and response;
- (k) providing counseling, mentoring and after-hour wellness checks for at risk youth;
- (l) participating and facilitating educational support programs for students, parents and staff on safety- and crime prevention-related subjects;
- (m) supporting arrival and dismissal safety and traffic management;
- (n) testifying in court, and at school-related administrative hearings or proceedings, as needed, with respect to observations made or information acquired in connection with services performed pursuant to this Agreement; and
- (o) investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation(s) or other directives of the NYS Education Department).

In addition, the SROs shall work in collaboration with the Schools to address crime and disorder problems. The SROs are not permitted to question or interview a student in the School unless the student's parent or guardian has been contacted and has been provided an opportunity to be present.

The SROs shall not participate in student searches conducted by a School. School officials may search a student based on reasonable suspicion. A law enforcement officer must meet a more stringent requirement of probable cause in order to justify a search and may also be required to first obtain a search warrant. If an SRO conducts or participates in a student search, the search may be invalidated for School purposes due to the heightened standard necessary for the search to be lawfully conducted. However, SROs may conduct searches under circumstances where a search by law enforcement is permitted by law.

Under New York State law, SROs may not serve as a School disciplinarian, may not administer discipline to students or be involved in the enforcement of School disciplinary infractions. SROs shall not use police powers to address School discipline issues. All student discipline shall be solely under the auspices and jurisdiction of each School and the District Administration.

Section 2. The SROs shall be assigned to each of the Schools on a full-time basis. SROs shall work eight (8) hours per day on the days the Schools are in session. Each SRO assigned pursuant to this Agreement shall be subject to the following:

- (a) The SROs shall sign-in at each of the Schools' Main Offices upon arrival and sign-out at the same location upon departure at the end of the work day.
- (b) It is understood by the Parties that the Department, in its discretion, may reassign an SRO from a School at any time in the event of an emergency.

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- (c) In the event that an SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if an SRO is absent for more than five (5) consecutive school days, the Department will make reasonable efforts to provide periodic school patrols, as they are available, from its existing personnel. If a qualified substitute is available, the County shall provide a substitute.
- (d) The Department has instructed each SRO to notify the School they have been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County shall not be obligated to provide the District with any monetary credit for time that an SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as an SRO within thirty (30) days after written notice from the District of the County's failure to assign a qualified officer for an extended period of time, this Agreement may be terminated by the District upon an additional thirty (30) days' written notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period subsequent to the date of termination.
- (f) SROs shall consult with and coordinate activities through the School principals or their authorized designees for the Schools to which they have been assigned.
- (g) The District may request the removal and replacement of an assigned SRO for good cause. Good cause may include, but is not limited to, concerns regarding the SRO's conduct, performance, professionalism, interactions with students or staff, adherence to District policies, or failure to meet the expectations set forth in this Agreement. Any such request shall be made in writing to the Commissioner of the Department or his/her duly authorized designee (the "Commissioner"), who will determine appropriate action. If, in the District's judgment, the continued presence of the SRO is detrimental to the school environment or safety, the County agrees to reassign the SRO within a reasonable period of time and provide a qualified replacement as soon as practicable.

Section 3. This Agreement shall commence on the first day of school in the 2026-2027 school year and continue through the last day of school in the 2030-2031 school year (the "Agreement Term"), as established by the District's annual school calendar. SRO services shall be provided only during each school year occurring within the Agreement Term (a "School Term"). A "School Term" shall mean the period commencing on the first day of school and ending on the last day of school of each school year, as established by the District's annual school calendar.

Section 4. In consideration for the services rendered, the District will pay the County as follows:

- (i) For the 2026/2027 School Term, an amount not to exceed Eight Hundred Twenty-Seven Thousand Five Hundred Ninety-Two and 00/100 (\$827,592.00) Dollars,

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payable in two (2) equal installments of Four Hundred Thirteen Thousand Seven Hundred Ninety-Six and 00/100 (\$413,796.00) Dollars each.

- (ii) For the 2027/2028 School Term, an amount not to exceed Eight Hundred Fifty Thousand Three Hundred Fifty-One and 00/100 (\$850,351.00) Dollars, payable in two (2) equal installments of Four Hundred Twenty-Five Thousand One Hundred Seventy-Five and 50/100 (\$425,175.50) Dollars each.
- (iii) For the 2028/2029 School Term, an amount not to exceed Eight Hundred Seventy-Three Thousand Seven Hundred Thirty-Six and 00/100 (\$873,736.00) Dollars, payable in two (2) equal installments of Four Hundred Thirty-Six Thousand Eight Hundred Sixty-Eight and 00/100 (\$436,868.00) Dollars each.
- (iv) For the 2029/2030 School Term, an amount not to exceed Eight Hundred-Ninety Seven Thousand Seven Hundred Sixty-Four and 00/100 (\$897,764.00) Dollars, payable in two (2) equal installments of Four Hundred Forty-Eight Thousand Eight Hundred Eighty-Two and 00/100 (\$448,882.00) Dollars each.
- (v) For the 2030/2031 School Term, an amount not to exceed Nine Hundred Twenty-Two Thousand Four Hundred Fifty-Two and 00/100 (\$922,452.00) Dollars, payable in two (2) equal installments of Four Hundred Sixty-One Thousand Two Hundred Twenty-Six and 00/100 (\$461,226.00) Dollars each.

For the 2026/2027 School Term, the first installment shall be paid within thirty (30) days after execution of this Agreement, and the second installment shall be paid within six (6) months after payment of the first installment.

Payment for SRO services rendered during the remaining Agreement Term shall be made in two (2) equal installments per School Term. The first installment shall be due within ten (10) days after the first day of each School Term, and the second installment shall be due within six (6) months after payment of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her duties under this Agreement.

Section 5. It is understood and agreed that at all times each SRO shall remain an employee of the Department and shall be under the overall supervision of the Commissioner and shall follow all policies and procedures of the Department. The District acknowledges that each SRO shall remain responsive to the chain of command of the Department.

The County shall indemnify and hold harmless the District from any claims, suits, causes of action, damages or losses arising out of allegations of unfair or unlawful labor practices brought by an officer assigned as a SRO.

Section 6. The District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A," the District agrees:

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(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the District shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the District or third parties under the direction or control of the District;

(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 this Agreement, except for that which was contributed to, caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto; and

(c) in the event the District 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 by a court of competent jurisdiction to be in breach of this provision, then the District 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.

Section 7. This Agreement may be terminated by either Party by giving written notice of the termination to the other Party not less than thirty (30) days prior to the effective date of such termination.

Section 8. 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, or sent by facsimile (with acknowledgment 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. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner - Sheriff 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 District: Superintendent
Lakeland Central School District
1086 East Main Street
Shrub Oak, New York 10588

Section 9. The failure of either Party to insist upon strict performance of any term, condition or covenant contained herein shall not be deemed a waiver of any rights or remedies that the Party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained herein.

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Section 10. 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 the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

Section 11. The District and the County agree that the District and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the District covenants and agrees that neither the District nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 12. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 13. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the Parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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.

Section 14. 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 TO FOLLOW]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Department of Public Safety
Commissioner

LAKELAND CENTRAL SCHOOL DISTRICT

By _____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No 2026-__ at a meeting duly held on the __ day of ____, 2026.

Approved:

Assistant County Attorney
The County of Westchester
CON141821

Date

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DISTRICT'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2026, 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

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CERTIFICATE OF AUTHORITY

(District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of District)

(the "District") 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 District was, at the time of execution _____ of
(Title of such person),

the District, that said agreement was duly signed for on behalf of said District 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 _____, 2026, 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

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SCHEDULE "A" **STANDARD INSURANCE PROVISIONS** **(APPLICABLE TO COUNTY AND** **SCHOOL DISTRICT – WILL NEED TO** **BE MODIFIED ACCORDINGLY)**

1. Prior to commencing work, and throughout the term of the Agreement, the District 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. The District 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 Replace 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 District 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 District 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 District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the District 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 District'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 District until such time as the District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the District 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 District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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- 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.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- 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 District shall be endorsed to contain the following clauses:

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(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 District.

[NO FURTHER TEXT ON THIS PAGE]

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FISCAL IMPACT STATEMENT

SUBJECT: _____

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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
 Additional Appropriations Appropriations Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: _____ **Approved by:** _____

Title: _____ **Budget Director**

Department: _____ **Date:** _____

Date: _____

FISCAL IMPACT STATEMENT

SUBJECT: _____

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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
 Additional Appropriations Appropriations Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: _____ **Approved by:** _____

Title: _____ **Budget Director**

Department: _____ **Date:** _____

Date: _____