

4003-401

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending that your Honorable Board adopt an Act which, if adopted, would authorize would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety Services ("WCDPS") to enter into an intermunicipal agreement ("IMA") with the Town of Cortlandt (the "Town") for a term commencing retroactively on February 1, 2025 and expiring January 31, 2030, whereby the County, acting through WCDPS, will provide police services to the Town as a supplement to the New York State Police (the "State Police"), which is the police agency responsible for patrolling the Town and responding to emergency calls.

As your Honorable Board may be aware, the Town abolished its police force effective January 1, 1999, and since that time has had an arrangement with the State Police to provide primary police coverage for the Town. Since March, 1999, the County has been providing supplemental police services pursuant to agreements with the Town. The most recent intermunicipal agreement with the Town, which your Honorable Board authorized by Act No. 240-2019, and by Act No. 62-2022, expired on January 31, 2025.

Under the terms of the proposed IMA, the County will provide, on a daily basis, two (2) County Police Officers daily, divided into two eight-hour shifts, for the purpose of providing supplemental police services to the Town.

Additionally, the County will provide (1) County Police Officer, specially trained as a Community Resource Officer (the "CRO"), on a five (5) day a week basis, who will provide community resource services ("CRO Services") to the Town, on a 40-hour work week schedule.

The additional services of the CRO were supplemented to enhance the overall safety and quality of life in the community through creative strategies that help to build trusting relationships, foster behavioral modifications and deter criminal activity. The specialized patrol, outreach, enforcement activities and deployment of this officer will be supported by a precision policing and intelligence driven patrol concept customized to the needs of the community. Through consistency

and relationship building, the assigned officer will utilize a combination of tactics including proactive outreach within the community with a special focus on crime prevention, mitigating diversity gaps, supporting underprivileged segments of the community, patrol level field investigations, and condition/ crime pattern analysis. The activity of the CRO will be fluid and guided by the needs and input of the community in partnership with Town officials and the many diverse segments and stakeholders in the Town, subject to WCDPS department policies, standard operating procedures, and orders from WCDPS supervisors. WCDPS will provide the CRO with a patrol vehicle with specialized markings to assist in promoting and bringing greater awareness to the Town's community policing initiative and CRO.

Moreover, the County will provide (1) County Police Officer, specifically trained as a Traffic Enforcement Officer ("TSO"), on a five (5) day a week basis, who will provide traffic safety officer services ("Traffic Safety Officer Services") to the Town, on a 40-hour work week schedule. A Sergeant shall supervise the police officers assigned to the Town, and the Town shall bear the cost of the Sergeant on a pro-rata basis. Under the terms of the proposed IMA, the Town will permit the County to have use of part of the former police facility at the Cortlandt Town Hall at no charge to the County.

Under the terms of the proposed IMA, the Town will pay the County a sum equal to the County's actual costs, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits. Pending a year-end determination by the County as to what the actual costs are for the services provided, the Town will pay the County the following estimated costs, payable to the County in two equal installments due February 1st and November 1st:

2025/2026 - \$1,891,233
2026/2027 - \$1,938,438
2027/2028 - \$2,063,871
2028/2029 - \$2,150,982
2029/2030 - \$2,241,356

At the end of each year of the IMA, the County will advise the Town as to the County's actual costs for the services for the preceding year. Any credits due to the Town, or charges owed by the Town, will be calculated based on the County's actual costs at the close of each year. The Town will

make any additional payments based on this adjustment calculation for the previous year in two equal installments, payable on or before June 1 and October 1 of the upcoming year of the IMA. If a credit is due, the Town may deduct the amount of any such credit from the next payment due to the County. For the final year of the IMA, any credit due to the Town, or additional charge owed by the Town, will be made within thirty (30) days of the expiration of the IMA by the appropriate party.

The Department of Planning has advised that the actions under the IMA do not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQR") 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 14, 2025, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that an affirmative vote of a majority of the voting strength of your Honorable Board is required to adopt the annexed Act. After review and careful consideration, your Committee recommends favorable action upon the proposed Act.

Dated: October 15th, 2025
White Plains, New York

James J. Williams, Jr.
Mayor
William
Deirdre
Yancy Ban

c/mb/9/2/25

Yancy
John
Benjamin Boyer
Mark (a)
David D+

Budget + Appropriations
10/15/2025

Public Safety
10/7/2025

Dated: October 7th, 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

FISCAL IMPACT STATEMENT

SUBJECT: Town of Cortlandt-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 \$ 1,891,233

Total Current Year Revenue \$ 1,891,233

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: T628 38-A628-E628 Source of Funds: Town of Cortlandt

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: _____

Next Four Years: 2026/2027 Expenses \$1,938,438 and Revenue \$1,938,438

2027/2028 Expenses \$2,063,871 and Revenue \$2,063,871

2028/2029 Expenses \$2,150,982 and Revenue 2,150,982

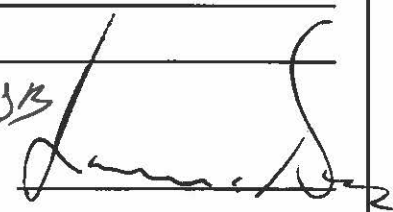
2029/2030 Expenses \$2,241,356 and Revenue \$2,241,356

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety

Date: September 3, 2025

Reviewed By: 

Budget Director

Date: 9/9/25

ACT NO. _____ - 2025

An Act authorizing the County of Westchester, acting by and through its Department of Public Safety Services, to enter into an intermunicipal agreement with the Town of Cortlandt for a term commencing retroactively on February 1, 2025 through January 31, 2030, for supplemental police services to the Town.

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 inter-municipal agreement ("IMA") with the Town of Cortlandt (the "Town") for a term commencing retroactively on February 1, 2025 through January 31, 2030, whereby the County, acting by and through its Department of Public Safety Services, shall provide supplemental police services to the Town.

§2. The Town shall pay the County a sum equal to the County's actual costs, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits. The County shall provide, on a daily basis, two (2) County Police Officers daily, divided into two eight-hour shifts, for the purpose of providing supplemental police services to the Town. The County will also provide (1) County Police Officer, specially trained as a Community Resource Officer (the "CRO"), on a five (5) day a week basis, who will provide community resource services ("CRO Services") to the Town, on a 40-hour work week schedule. Moreover, the County will provide (1) County Police Officer, specifically trained as a Traffic Enforcement Officer ("TSO"), on a five (5) day a week basis, who will provide traffic safety officer services ("Traffic Safety Officer Services") to the Town, on a 40-hour work week schedule. A Sergeant shall supervise the police officers assigned to the Town, and the Town shall bear the cost of the Sergeant on a pro-rata basis. Pending a year-end determination by the County as to the County's actual costs for the services provided, the Town will pay the County the following estimated costs, payable to the County in two equal installments due February 1st and November 1st:

2025/2026 - **\$1,891,233**
2026/2027 - **\$1,938,438**
2027/2028 - **\$2,063,871**
2028/2029 - **\$2,150,982**
2029/2030 - **\$2,241,356**

Notwithstanding the above, at the end of each year of the IMA, the County shall advise the Town as to the County's actual costs for the services for the preceding year. Any credits due to the Town or charges owed by the Town will be calculated based on the County's actual costs at the close of each year. The Town will make any additional payments based on this adjustment calculation for the

previous year in two equal installments, payable on or before June 1st and October 1st of the upcoming year of the IMA. If a credit is due, the Town may deduct the amount of any such credit from the next payment due to the County. For the final year of the IMA, any credit due to the Town or additional charge owed by the Town will be made within thirty (30) days of the expiration of the IMA by the appropriate party.

§3. The Town shall permit the County to have use of part of the former police facility at Cortlandt Town Hall at no charge to the County.

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

§5. This Act shall take effect immediately.

THIS 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 (hereafter the "County"),

and

THE TOWN OF CORTLANDT, a municipal corporation of the State of New York, having an office and place of business located at 1 Heady Street, Cortlandt Manor, New York 10567 (hereafter the "Town").

(The "County" and the "Town" may be referred to collectively as the "Parties" or individually as a "Party").

W I T N E S S E T H:

WHEREAS, the County, acting through its Department of Public Safety Services (the "Department"), has been providing supplemental police coverage to the Town since February 1, 1999 under various intermunicipal agreements with the Town, with the most recent expiring on January 31, 2025; and

WHEREAS, the Town desires to continue to obtain supplemental policing services from the Department and adopted a Resolution on July 15, 2025, authorizing an agreement with the County for such services; 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 supplemental policing services to the Town 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 two (2) police officers daily, divided into two eight-hour shifts, to provide police services to the Town to supplement the services provided by the New

York State Police, which is the police agency responsible for patrolling the Town and responding to emergency calls. The Department shall also provide one (1) police officer, specially trained as a Community Resource Officer ("CRO"), on a five (5) day a week basis, who will provide community resource services ("CRO Services") to the Town, on a 40-hour work week schedule, and (1) police officer, specially trained as a Traffic Enforcement Officer ("TSO"), on a five (5) day a week basis, who will provide traffic safety officer services ("Traffic Safety Officer Services") to the Town on a 40-hour work week schedule. A Sergeant shall supervise the police officers assigned to the Town, and the Town shall bear the cost of the Sergeant on a pro-rata basis.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Town shall pay the County a sum equal to the County's actual costs, including but not limited to salary, overtime, holiday pay, shift differential, and fringe benefits.

Pending a year-end determination by the County as to what the County's actual costs are for the services provided hereunder, the Town shall pay the following estimated costs to the County in two equal installments due February 1st and November 1st:

2025/2026 - **\$1,891,233**
2026/2027 - **\$1,938,438**
2027/2028 - **\$2,063,871**
2028/2029 - **\$2,150,982**
2029/2030 - **\$2,241,356**

Notwithstanding these estimates, it is understood and agreed that the Town, in accordance with the terms of this Section "SECOND", is obligated to pay the County's actual costs for the services rendered. As such, at the end of each year of this Agreement, the County shall advise the Town as to the County's actual costs for the preceding year. Any credit due to the Town, or additional charge owed by the Town, will be calculated based on the County's actual costs at the close of each year. The Town shall make any additional payments based on this adjustment calculation for the previous year in two equal installments, payable on or before June 1st and October 1st of the upcoming year of this Agreement. If a credit is due, the Town may deduct the amount of such credit from the next payment due to the County. For the final year of this

Agreement, any credit due to the Town, or additional charge owed by the Town, shall be made within thirty (30) days of the expiration of this Agreement by the appropriate party.

THIRD: The Town agrees that the Department shall have use of part of the former police facility at the Cortlandt Town Hall at no charge to the County.

FOURTH: The term of this Agreement shall commence retroactively on February 1, 2025 and shall expire on January 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

FIFTH: (a) The County, upon fifteen (15) days' notice to the Town, may terminate this Agreement in whole or in part when the County 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 either (i) remains uncured for sixty (60) days after service on the breaching party of written notice thereof, or (ii) in the event that such breach is not susceptible of being cured within such sixty (60) 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 Town for any advance payments made by the Town prior to such termination or expiration. The Town shall satisfy any and all arrears to the County. Any such adjustments shall be made by the responsible party within sixty (60) 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 the Department or his/her duly authorized designee ("Commissioner") shall determine the value of such services rendered by the County. The Town shall accept such reasonable and good faith determination as final.

SIXTH: Town 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 Town shall indemnify and hold harmless the County,

its officers, employees and agents and elected officials 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 Town or third parties under the direction or control of the Town; 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 this Agreement and to bear all other costs and expenses related thereto.

(c) in the event the Town 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 Town 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: 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 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 Services
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 Town:

Town Supervisor
Town of Cortlandt
1 Heady Street
Cortlandt Manor, New York 10567

with a copy to:

Town Attorney
1 Heady Street
Cortlandt Manor, New York 10567
With a copy via E-Mail to: _____

EIGHTH: 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.

NINTH: 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 Town to do similarly.

TENTH: 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.

ELEVENTH: 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.

TWELFTH: This Agreement shall not be enforceable until signed by all Parties and approved by the Office of the County Attorney and the Office of the Town Attorney of Cortlandt.

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

DRAFT

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

THE COUNTY OF WESTCHESTER

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

TOWN OF CORTLANDT

By: _____
Name:
Title:

Authorized and approved by the Westchester County Board of Legislators, at a meeting duly held on the day of , 2025.

Authorized and approved by the Town Board of the Town of Cortlandt, at a meeting duly held on the 15th day of July, 2025.

Approved:

Approved as to form

Assistant County Attorney
The County of Westchester

Town Attorney
Town of Cortlandt

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

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