

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

Your Committee is recommending the approval of an Act which would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety ("Department"), to enter into an inter-municipal agreement ("IMA" or "Agreement") with the Town of Kent, New York ("Kent") in order to have its public safety employees utilize the County's Firing Range ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as Grasslands Reservation in the Town of Mount Pleasant, New York ("Police Academy") for firearms training. The IMA will be for a period of five (5) years, commencing on November 1, 2022 and expiring on October 31, 2027. Each party shall have the right to terminate the agreement on thirty (30) days' prior notice to the other.

In exchange for the use of the Firing Range, which will be staffed by a Department's safety officer, Kent will pay a flat fee of Three Thousand Ninety and 00/100 (\$3,090.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range will be operated under the direction of the Department's safety officer. Kent will adhere to all instructions issued by the Department's safety officer. Kent shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If Kent requests a firearms instructor, Kent shall pay an additional fee equal to \$108.18 per hour or \$865.44 per eight (8) hour tour. Any Kent employee attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

In the event that police officers from Kent provide instruction at the Police Academy, under separate agreement between the County and Kent, the Commissioner of the Department, or his duly authorized designee, may provide Kent with a credit equal to one (1) eight - hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

The County has entered into a number of IMAs with municipalities throughout Westchester County since 2008, the last IMA which your Honorable Board authorized was on May 10, 2021 by Act No. 2021 - 83 with respect to the Town of Carmel, and with respect to Kent, the last IMA which your Honorable Board authorized on August 7, 2017 by Act 2017 - 149, to use the Firing Range for firearms

training. The program has proven successful, and it is recommended that the County continue to allow Kent to take part in this valuable program.

Your Committee is further advised by the Planning Department that this is not an action subject to the State Environmental Quality Review Act. Therefore, no further environmental review is required. Please refer to the annexed memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with the Planning Department's conclusion.

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 Act.

Dated: June 21st, 2022.
White Plains, New York



June 22nd

~~for~~ TDC
deduct public
by [signature]

COMMITTEE ON

C:CMC/DPS/Kent.05.12.2022

Public safety

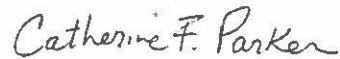
Budget & Appropriations

Dated: June 22, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Budget & Appropriations



Dated: June 21, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Public Safety



Margaret A. Cuzzio



FISCAL IMPACT STATEMENT

SUBJECT: Kent to Utilize Firing Range 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: In exchange for use of the Firing Range, an instructor will be supplied to the Academy or a flat rate of \$3,090.00 will be charged to the Town.

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: Town of Kent's public safety employees will utilize County Firing Range.

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: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety


Date: May 16, 2022

Reviewed By: 

Budget Director

Date: 5/24/22

TO: George Latimer, County Executive
Kenneth Jenkins, Deputy County Executive
John Nonna, County Attorney

FROM: David Kvinge, AICP, RLA, CFM 
Director of Environmental Planning

DATE: January 14, 2022

SUBJECT: **ACTIVITIES NOT SUBJECT TO STATE ENVIRONMENTAL QUALITY REVIEW**

As required by the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 ("SEQR"), the Board of Legislators ("BOL") is the body that must assess the environmental significance of all actions that the BOL has discretion to approve, fund or directly undertake. The Planning Department has historically conducted the necessary environmental review for the BOL to undertake its responsibility under SEQR. Additionally, contracts going before the Board of Acquisition and Contracts ("BAC") must be reviewed for conformance with SEQR.

Pursuant to Section 617.2(b) of SEQR, "Actions" are defined as:

- (1) projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of any natural resource or structure, that:
 - (i) are directly undertaken by an agency; or
 - (ii) involve funding by an agency; or
 - (iii) require one or more new or modified approvals from an agency or agencies;
- (2) agency planning and policy making activities that may affect the environment and commit the agency to a definite course of future decisions;
- (3) adoption of agency rules, regulations and procedures, including local laws, codes, ordinances, executive orders and resolutions that may affect the environment; and
- (4) any combinations of the above.

As part of the Planning Department's ongoing review of its processes, we are streamlining the process for SEQR review and related document preparation for the BOL and BAC. The most effective method to achieve a more timely SEQR review is to create a list of categories of activities **that do not meet the definition of an "action"** as defined in SEQR. This list (attached) references activities that are routine and which do not change the use, appearance or condition of any natural resource or structure, nor do they involve policies or regulations that may affect the environment. The creation of this list in no way eliminates the BOL's or BAC's

responsibilities under SEQR. Rather, it establishes a workflow for items that are routine and do not, under the law, require environmental review.

Accordingly, the Planning Department advises that no environmental review is required and no SEQR documentation is necessary for submission with BOL legislation or with resolutions or contracts requiring BAC approval regarding activities on the attached list.

County departments and agencies may reference this memorandum in the legislation in order to document compliance with SEQR for actions listed herein. As such, this memorandum should be kept on file with the Clerk of the Board of Legislators. Legislation should include a statement similar to the following: "The proposed project 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 14, 2022, which is on file with the Clerk of the Board of Legislators."

This memorandum will be distributed to all Commissioners as part of County operations.

Please contact me if you have any questions.

Att.

cc: Malika Vanderberg, Clerk and Chief Administrative Officer to the Board of Legislators
Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Steve Bass, Director of Intergovernmental Relations
Paula Friedman, Assistant to the County Executive
Stacey Dolgin-Kmetz, Chief Deputy County Attorney
Tami Altschiller, Assistant Chief Deputy County Attorney
Norma Drummond, Commissioner of Planning

**ACTIVITIES THAT DO NOT MEET THE DEFINITION OF AN “ACTION”
PURSUANT TO SEQR AND ARE, CONSEQUENTLY, NOT SUBJECT TO SEQR**

1. BUDGETS AND AMENDMENTS

- Municipal budgets and amendments to them – The budgeting process merely sets aside funds without a commitment to their expenditure. Operating expenditures are typically for government-related activities that would also not meet the definition of an action. Even the establishment of the Capital Budget is not subject to SEQR because many of the capital projects are usually not definitive enough with respect to potential impacts to be reviewable at the time the budget is adopted. However, any subsequent authorization, such as bonding, to undertake a particular capital project is an action that requires SEQR compliance before it may be approved.
- The transfer of funds within the County operating and capital budgets for the purpose of balancing accounts – It is understood that these actions are purely budgetary, where accounts with excess funds are moved to accounts with existing or anticipated deficits. It is further understood that the activities covered by these accounts have either already occurred or been reviewed in accordance with SEQR, are Type II actions or actions that are not subject to SEQR, or are actions that will require future approval prior to being undertaken, at which time further SEQR review may be appropriate.
- Rescissions or reduction of bond acts to cancel unspent funds.

2. SERVICES

- Consultant services – Contracts or agreements that provide for administrative services, training, reports for Boards and Commissions, but not including studies or design of physical improvements, which has been listed under SEQR as Type II.
- Social Services – Actions or agreements that provide services to persons in need, such as employment assistance, family/domestic intervention and respite care.
- Youth services – Actions or agreements that provide for youth services, such as a Resource Allocation Plan, Invest-in-Kids Program, after-school programs, camp programs and head-start programs.
- Senior programs & services – Actions or agreements that provide for services to seniors, such as provision of information/education, home care, nutrition & transportation assistance, caregiver support, and acceptance of federal and state grants providing for such services (e.g., OAA Title III grants and NYSOFA grants, including CSE, CSI, CRC, EISEP, NYSTP, WIN & NSIP).
- Public Safety services – programs that promote public safety, such as STOP-DWI, Police Night Out, and intermunicipal agreements (IMAs) for shared training, equipment and response to emergencies.
- Fire services – Fire district IMAs for shared training, equipment and response to emergencies.
- Legal services – Contracts for outside counsel, litigation or associated monetary settlements.

- Medical Services – Contracts with medical providers for medical examinations, testing, vaccinations or medical treatment of County employees or the public.
- Mental Health Services – Contracts with agencies to provide treatment, services or education related to mental health.

3. PERSONNEL MATTERS

- Actions related to employment or employees.
- Contracts for temporary staff assistance.
- Legislation pertaining to establishment and membership of boards and commissions.

4. FINANCES

- Tax Anticipation Notes.
- Bond acts to finance tax certiorari payments.
- Banking contracts/agreements for money management services.
- Mortgage tax receipts disbursements (County Clerk).
- Refinancing of affordable housing mortgages.
- Payment in Lieu of Taxes (PILOT) agreements.

5. LAWS

- New laws or amendments of existing laws that regulate the sale or use of products for the protection of public health.
- New laws or amendments of existing laws that regulate businesses for the protection of consumers.
- Pertaining to consumer protection, not including professional licensing, which have been classified as Type II.
- Pertaining to animal welfare, excluding regulations involving habitat management.
- Pertaining to public safety.
- Pertaining to taxation, such as establishment of new taxes or tax exemptions.
- Pertaining to establishment or modification of fees.
- Pertaining to notices, publications and record keeping.
- Pertaining to hiring or contracting procedures.
- Pertaining to the functioning of County government, such as term limits, board appointments, etc. that do not impact the environment.

6. MISCELLANEOUS

- Amendments to existing agreements for changes in name or consultants.
- Education/training programs, contracts for clinical instruction.
- Prisoner Transport IMAs.
- Tourism Promotion Agency designation.
- Software licenses.

- IMAs for temporary housing in existing facilities (homeless, inmate, troubled youths, domestic violence victims).

WCDP
JAN 2022

ACT NO. 2022-_____

AN ACT authorizing the County of Westchester, acting by and through its Department of Public Safety, to enter into an inter-municipal agreement with the Town of Kent in order to have its public safety employees from Kent utilize the County's Firing Range located at the County's Police Academy in Valhalla, New York, for firearms training.

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

Section 1. The County of Westchester ("County"), acting by its Department of Public Safety ("Department"), is authorized to enter into an inter-municipal agreement ("IMA") with the Town of Kent, New York ("Kent") in order to have its public safety employees utilize the County's Firing Range ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as Grasslands Reservation in the Town of Mount Pleasant, New York ("Police Academy"), for firearms training.

§2. In exchange for the use of the Firing Range, which will be staffed by a Department's safety officer, Kent will pay a flat fee of Three Thousand Ninety and 00/100 (\$3,090.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range will be operated under the direction of the Department's safety officer. Kent will adhere to all instructions issued by the Department's safety officer. Kent shall have the option of requesting the Department provide a firearms instructor to assist with the training process of its employees. If Kent requests a firearms instructor, Kent shall pay an additional fee equal to \$108.18 per hour or \$865.44 per eight (8) hour tour. Any Kent employee attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

In the event that police officers from Kent provide instruction at the Police Academy, under separate agreement between the County and Kent, the Commissioner of the Department, or his duly designee, may provide Kent with a credit equal to one (1) eight - hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

§3. The IMA will be for a period of five (5) years, commencing on November 1, 2022 and expiring on October 31, 2027. Each party shall have the right to terminate the agreement on thirty (30) days' prior written notice to the other.

§4. The County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents and take all actions necessary and appropriate to accomplish the purposes hereof.

§5. This Act shall take effect immediately.

THIS AGREEMENT (“Agreement”), made this day of , 2022, 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 TOWN OF KENT, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil’s Crossing, Kent Lakes, New York 10512 (hereinafter referred to as “Kent”)

WITNESSETH:

WHEREAS, the County, acting by and through its Department of Public Safety (“Department”), has a firing range facility (“Firing Range”) located at the County’s Police Academy in Valhalla, New York, also known as the Grasslands Reservation in the Town of Mount Pleasant, New York (“Police Academy”). This eighteen (18) point state-of-the-art Firing Range has an advanced targeting system and can accommodate duty side arms and most patrol rifles carried by law enforcement personnel in this County; and

WHEREAS, Kent desires to send its public safety employees to the Firing Range for training purposes upon the terms and conditions set forth below.

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

Section 1. The County and Kent agree that Kent may utilize the Firing Range by sending public safety employees to the Firing Range for firearms training, subject to availability. Kent may utilize the Firing Range during the hours of 8:00 am to 4:00 pm, or 4:00 pm to 12:00 am. Advance reservations will be required in order to use the Firing Range. Kent must contact the County by telephone to determine availability and make a reservation at least forty-eight (48) hours prior to the desired firearms training session. Kent must contact the Department by telephone to determine availability and make a reservation at least forty-eight (48) hours prior to

the desired firearms training session. Promptly thereafter, upon at least twenty-four (24) hours prior to the reservation date, Kent shall send via facsimile or email a written confirmation letter to the Department specifying the dates and times reserved. The Department's Firing Range telephone number is (914) 231-4381 and the facsimile number is (914) 231-4389. It is hereby understood by Kent that an email will be provided by the Department's Firing Range personnel upon a telephonic request for same from Kent.

Section 2. In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, Kent shall pay a flat fee of Three Thousand Ninety and 00/100 (\$3,090.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range shall be operated under the direction of the safety officer. Kent shall adhere to all instructions issued by the Department's safety officer. Kent shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If Kent requests a firearms instructor, Kent shall pay an additional fee equal to \$108.18 per hour or \$865.44 per eight (8) hour tour. Any one attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

The County shall send an invoice to Kent not later than the 15th day of the month following the month in which the services were provided by the County. Kent shall pay any such invoice within thirty (30) days of receipt thereof.

Section 3. Kent 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," Kent agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, Kent 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, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by Kent or third parties under the direction or control of Kent; 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, except for that which was contributed to, caused by or resulting from the sole negligence of the County, and to bear all other costs and expenses related thereto; and

(c) In the event Kent 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 Kent 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 4. In no event shall the County have any obligation to Kent or its employees for a any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c.

Section 5. The term of this Agreement shall commence on November 1, 2022 and continue in full force and effect for five (5) years until October 31, 2027, unless terminated earlier pursuant to the terms herein.

Section 6. 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 7. 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.

To the County: Acting 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 Kent: Town of Kent
25 Sybil's Crossing
Kent Lakes, New York 10512

Section 8. The failure of either party to insist upon strict performance of any term, condition or covenant 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 herein.

Section 9. 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 10. Kent and the County agree that Kent 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, Kent covenants and agrees that neither Kent 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 11. Kent shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations relating to this Agreement.

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 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. In addition, the parties hereby agree that for 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

THE COUNTY OF WESTCHESTER

By _____
Thomas A. Gleason
Acting Commissioner – Sheriff
Department of Public Safety

THE TOWN OF KENT

By _____

Approved by the Westchester County Board of Legislators by Act No. 2022 - _____ on

_____.

Approved:

Assistant County Attorney
The County of Westchester
Agree.FIN.cmc.05.20.2022.docx

Date

CARMEL'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2022, 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 _____ 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 County of Putnam
(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 the _____ of

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____ Legislature _____ 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 PUTNAM)

On this _____ day of _____, 2022, 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, the said _____
resides at _____

and that he is _____ of said municipal corporation.

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS (MUNICIPALITY-Firing Range Agreement)

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

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

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

- 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) Employer's Liability with minimum limit of \$100,000.00.
- c) 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.
- d) 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 for both on-going and completed operations.

- e) 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.
- f) Police Professional Liability: The Municipality shall provide proof of such insurance (\$1,000,000 per occurrence)

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(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 Municipality.