

**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 which would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), to enter into an intermunicipal agreement (“IMA” or “Agreement”) with the Katonah-Lewisboro School District (“District”), pursuant to which the County will assign one (1) uniformed police officer to act as the School Resource Officer (“SRO”) at the schools and shared campus of the District, as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and 3.) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the “IMA Term”).

Your Committee has been advised that the SRO’s duties will consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SRO will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participating and providing guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, supporting arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department’s policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student’s parent/guardian has been contacted and been provided an opportunity to be present.

Your Committee has been further advised that the SRO assigned to the Schools will provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September (except for the first year of the IMA Term when services will commence on October 31, 2022) through the last day of school in June of each year of the IMA Term (each, a "School Term"), in accordance with the District's annual school calendar for each School Term, subject to the following parameters:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a 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 for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' 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) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

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

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars,

- payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars, payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
 - (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
 - (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2) equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
 - (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

Your Committee is advised that the District will not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

Your Committee is advised that while this is the first school resource officer agreement requested by the District, your Honorable Board has previously authorized the County to enter into similar agreements with other school districts, on similar terms and conditions for services rendered.

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. As such, no environmental review is required. 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.

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: January 17th, 2023
White Plains, New York

Committee on January 23rd, 2023

Public Safety

[Handwritten signatures for Public Safety]
Terry
John
John
Margaret A. Cio
James Bar

Budget & Appropriations

[Handwritten signatures for Budget & Appropriations]
David Falk
John
James J. Keller
James Bar
John
John
John (w/o prejudice)
John Bar

Dated: January 23rd, 2023

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.

Budget and Appropriations

A handwritten signature in black ink, appearing to read "Catherine Boy". The signature is written in a cursive style with a small mark above the "y".

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - Katonah-Lew 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 \$ 125,596

Total Current Year Revenue \$ 125,596

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations
 Additional Appropriations Other (explain)

Identify Accounts: 38-2000-1010/9230. Assign one uniformed police officer to act as School Resource Officers for the District.

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: \$0

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

Current Year: \$0

Next Four Years: 2023 Expenses \$160,920 and Revenue \$160,920

2024 Expenses \$164,943 and Revenue \$164,943

2025 Expenses \$169,067 and Revenue \$169,067

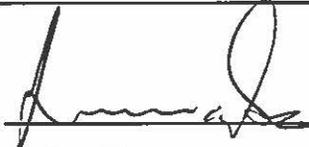
2026 Expenses \$173,293 and Revenue \$173,293

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: October 20, 2022

Reviewed By: 
Budget Director

Date: 12/2/22

ACT NO. 2022 -

An ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Katonah-Lewisboro School District whereby the County will assign one (1) uniformed police officer to act as a School Resource Officer for the District at the John Jay High School, the John Jay Middle School, and upon request, at the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School.

BE IT ENACTED by the Board of Legislators 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 (“Department”), is hereby authorized to enter into an inter-municipal agreement (“IMA” or “Agreement”) with the Katonah-Lewisboro School District (“District”), pursuant to which the County will assign one (1) uniformed police officer to act as the School Resource Officer (the “SRO”) at the schools and shared campus of the District, as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and upon request, to 3.) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the “IMA Term”).

§2. The SRO’s duties shall consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SRO will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participating and providing guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for

at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

§3. The SRO assigned to the Schools shall provide services on a full time basis eight (8) hours per day on the days that the School is in session for the period commencing upon the opening of school in September (except for the first year of the IMA when services will commence on October 31, 2022) through the last day of school in June of each year of the IMA Term (each, a "School Term"), subject to the following parameters:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a 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 for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' 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) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

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

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars, payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars, payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
- (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
- (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2) equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
- (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months 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 routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

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

§6. This Act shall take effect immediately.

special needs students.

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

- providing valuable resources to school staff members,
- fostering positive relationships with youth,
- helping develop strategies to resolve problems affecting youth,
- protecting all students so that they can reach their fullest potentials,
- potential threat and behavioral issue monitoring and information sharing with school officials,
- participating and providing guidance with school behavioral triage and threat assessment teams,
- assisting with school emergency management planning and multi-agency drill coordination,
- providing school and campus safety and security patrols,
- crisis intervention and response,
- counseling, mentoring and after hour wellness checks for at risk youth,
- participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects,
- supporting arrival and dismissal safety and traffic management, and
- investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department).

In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

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

Section 2. The SRO shall be assigned to the Schools on a fulltime basis of eight (8) hours per day, on the days the School is in session, with the following understanding:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties of this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent

for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.

- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' 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) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

Section 3. The SRO shall be assigned to the Schools only during any given school term, which shall be defined as the opening day of school in September (except for the first year of the Term when services will commence on October 31, 2022) through the last day of school in June of any given school year (the "School Term"), in accordance with the District's annual school calendar. This Agreement shall be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the "Term") and services shall be provided only during any given School Term.

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

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars, payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars, payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
- (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
- (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2)

- equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
- (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her routine duties under this Agreement. The District shall, however, be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

Section 5. It is understood and agreed that at all times the SRO shall remain an employee of the Department and shall be under the overall supervision of the Commissioner of the Department or his/her authorized designee ("Commissioner") and shall follow all policies and procedures of the Department. The District acknowledges that the SRO shall remain responsive to the chain of command of the Department.

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," District agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, 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 District or third parties under the direction or control of District; 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 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 to be in breach of this provision, then 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.

(d) The District understands and agrees that the County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. As such, in lieu of any insurance requirements the District may have, the District agrees to accept a letter from the County's Director of Risk Management confirming the County's self-insured status, in satisfaction of any such insurance requirements.

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, 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: 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 of Schools
Katonah-Lewisboro School
District
60 North Salem Road
Cross River, New York 10518

Section 9. 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 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 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 / SIGNATURE PAGE
TO FOLLOW]

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

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Acting Commissioner of Public Safety

KATONAH-LEWISBORO SCHOOL DISTRICT

By _____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No 2022-_____ at a meeting duly held on the _____ day of _____, 2022.

Approved:

Assistant County Attorney
The County of Westchester
Katonah-Lewisboro IMA.MB. 11.2022.docx

Date

DISTRICT'S ACKNOWLEDGEMENT

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

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 the _____ of said municipal corporation.

Notary Public County

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 _____, 2022, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that
he/she is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS

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 District 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):

- 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:

(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.