

**17191**

DATE: February 7, 2011

TO: Board of Acquisition and Contract

FROM: George N. Longworth  
Commissioner-Sheriff of Public Safety

RE: Authority to enter into an inter-municipal agreement with the Town of Ossining for a term commencing January 1, 2011 and expiring December 31, 2014, whereby the County of Westchester, acting through its Department of Public Safety Services, will provide supplemental police services to the Town

---

Authorization is requested for the County of Westchester ("County"), acting by and through its Department of Public Safety Services (the "Department"), to enter into an inter-municipal agreement ("IMA") with the Town of Ossining ("Town") for a term commencing January 1, 2011 and expiring December 31, 2014, whereby the County will provide supplemental police services to the Town. On January 18, 2011 the Westchester County Board of Legislators adopted Act No. 11-2011 which authorized the County to enter into this IMA. Either party may terminate the agreement upon one (1) years notice to the other party when such party deems it to be in its best interest. Pursuant to §2 of Act No. 11-2011, the IMA may only be terminated by the County upon the recommendation of the County Executive and subsequent approval by the Board of Legislators of the County of Westchester.

The Department shall provide, on a daily basis, supplemental policing services in the aid of the existing Town police force up to a maximum of two (2) patrol cars, each patrol car staffed by one (1) police officer during both the day and evening tours respectively and one (1) patrol car staffed by one (1) police officer during the night tour to patrol areas of the Town outside of the boundaries of the Villages of Briarcliff Manor and Ossining. The Department shall also provide one (1) police officer to serve as the School Resource Officer of the Anne M. Dorner Middle School located in the Town and one (1) detective for matters requiring investigation that arise in the areas of the Town outside of the boundaries of the Villages of Briarcliff Manor and Ossining.

The Town shall pay the County a sum (the "Annual Fee") equal to the County's costs, including but not limited to salary, overtime, holiday pay, shift differential, and fringe benefits. The Town shall pay the Annual Fee in two equal installments due June 1<sup>st</sup> and November 1<sup>st</sup>. The Annual

Fee for the first year of the Agreement is \$2,283,982. By October 1<sup>st</sup> of years 1 through 3 of this Agreement, the County shall notify the Town of the Annual Fee for the upcoming year. At the end of each calendar year of the IMA, in the event that the County, in its sole discretion, determines that the Annual Fee for any year of the Agreement does not adequately reflect the cost to the County for providing the services, the County reserves the right to adjust the Annual Fee upon written notice to the Town. Any adjustment shall be supported by reasonable documentation. Any credit due to the Town, or additional charge owed by the Town, will be calculated based on the County's 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 1<sup>st</sup> and November 1<sup>st</sup> of the upcoming year of the IMA. 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 the IMA, 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.

The Town shall permit the County to have use of the Town police facility at 507 North State Road, Ossining, New York for police and related services at no charge to the County. The County shall perform an analysis to be presented to the Board of Legislators of the County of Westchester no later than April 1, 2011 to determine whether the Town police facility can satisfy administrative space requirements of the Department of Public Safety at Hawthorne.

The proposed IMA is in the public's best interest and will promote the safety and general welfare of the public by enabling the County to provide supplemental policing services in the aid of the existing Town's police force.

The goals and objectives of this IMA are to ensure the safety of such residents of and visitors to the County as may live, work or recreate in the Town.

The Department will monitor this IMA through a digital records management system that is reviewed regularly.

Based upon the foregoing, I most respectfully recommend approval of the attached Resolution.

GNL/TSA/es  
Attachment

## RESOLUTION

Upon a communication from Commissioner-Sheriff of Public Safety, be it hereby

**RESOLVED**, that the County of Westchester ("County"), acting by and through its Department of Public Safety Services (the "Department"), is authorized to enter into an inter-municipal agreement ("IMA") with the Town of Ossining ("Town") for a term commencing January 1, 2011 and expiring December 31, 2014, whereby the County will provide supplemental police services to the Town. Either party may terminate the agreement upon one (1) years notice to the other party when such party deems it to be in its best interest. The IMA may only be terminated by the County upon the recommendation of the County Executive and subsequent approval by the Board of Legislators of the County of Westchester; and, be it further

**RESOLVED**, that the Department shall provide, on a daily basis, supplemental policing services in the aid of the existing Town police force up to a maximum of two (2) patrol cars, each patrol car staffed by one (1) police officer during both the day and evening tours respectively and one (1) patrol car staffed by one (1) police officer during the night tour to patrol areas of the Town outside of the boundaries of the Villages of Briarcliff Manor and Ossining. The Department shall also provide one (1) police officer to serve as the School Resource Officer of the Anne M. Dorner Middle School located in the Town and one (1) detective for matters requiring investigation that arise in the areas of the Town outside of the boundaries of the Villages of Briarcliff Manor and Ossining; and, be it further

**RESOLVED**, that the Town shall pay the County a sum (the "Annual Fee") equal to the County's costs, including but not limited to salary, overtime, holiday pay, shift differential, and fringe benefits. The Town shall pay the Annual Fee in two equal installments due June 1<sup>st</sup> and November 1<sup>st</sup>. The Annual Fee for the first year of the Agreement is \$2,283,982; and, be it further

**RESOLVED**, that by October 1<sup>st</sup> of years 1 through 3 of this Agreement, the County shall notify the Town of the Annual Fee for the upcoming year. At the end of each calendar year of the IMA, in the event that the County, in its sole discretion, determines that the Annual Fee for any year of the Agreement does not adequately reflect the cost to the County for providing the services, the County reserves the right to adjust the Annual Fee upon written notice to the Town. Any adjustment shall be supported by reasonable documentation. Any credit due to the Town, or additional charge owed by the Town, will be calculated based on the County's 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 1<sup>st</sup> and November 1<sup>st</sup> of the upcoming year of the IMA. 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 the IMA, 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; and, be it further

**RESOLVED**, that the Town shall permit the County to have use of the Town police facility at 507 North State Road, Ossining, New York for police and related services at no charge to the County. The County shall perform an analysis to be presented to the Board of Legislators

of the County of Westchester no later than April 1, 2011 to determine whether the Town police facility can satisfy administrative space requirements of the Department of Public Safety at Hawthorne; and be it further

**RESOLVED**, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars
	263	38	201L	Various	T201	\$2,283,982
	263	38	201M	Various	T201	\$2,428,820
	263	38	201N	Various	T201	\$2,576,249
	263	38	201O	Various	T201	\$2,731,095

Budget Funding Year(s) 2011-2014 Start Date 1/1/11 End Date 12/31/14  
 (must match resolution)

Funding Source Tax Dollars -0-  
 State Aid \_\_\_\_\_  
\$10,020,146 Federal Aid \_\_\_\_\_  
 (must match resolution) Other \$10,020,146

APPROVED BOARD OF ACQUISITION & CONTRACT - 2-24-2011 - JOMARY VIEIRA, CLERK