

46747

DATE: May 14, 2015

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 Village of Mount Kisco for a term commencing upon execution and expiring December 31, 2019, whereby the County of Westchester, acting through its Department of Public Safety, will provide additional general police services to the Village.

Authorization is requested for the County of Westchester ("County"), acting by and through its Department of Public Safety (the "Department"), to enter into an Inter-Municipal Agreement ("IMA") with the Village of Mount Kisco ("Village") for a term commencing upon execution (the "Effective Date") and expiring December 31, 2019, whereby the County will provide additional general police services to the Village. On May 11, 2015 the Westchester County Board of Legislators adopted Act No. 72-2015 which authorized the County to enter into this IMA.

The Department shall provide, on a daily basis, additional general police services to the Village which shall include: 1) patrol services consisting of the assignment of seventeen (17) police officer full time equivalents ("FTE's) to patrol the Village in consultation and coordination with the Village; 2) investigative services consisting of three (3) detective FTE's assigned at such times as the Department shall deem appropriate, in consultation with the Village, to investigate matters requiring same that arise in the Village; and 3) first-line police supervision consisting of the assignment of five (5) police sergeant FTE's with one assigned, with a patrol car, at all times.

The Village 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 Village shall pay the Annual Fee in two equal installments due June 1st and November 1st. The Annual Fee for the 2015 calendar year of the Agreement is \$ 6,437,548.00, which shall be prorated based upon the actual Effective Date of the Agreement. By October 1st of years 1 through 3 of this Agreement, the County shall notify the Town of the Annual Fee for the upcoming year. In the event that either the County or the Village determines that the Annual Fee for any year of the Agreement does not accurately reflect the cost to the County for providing the services, or that the additional policing services provided to the Village does not accurately

reflect the scope of services contracted for herein or meet the needs of the Village, either party, on upon sixty (60) days written notice, may schedule a meeting to discuss whether adjustments to the Annual Fee or scope of additional policing services is warranted. Any requested adjustment(s) shall be supported by documentation sufficiently detailing the basis for requested adjustment. If any such notice seeks to modify any prospective Annual Fee, such notice shall be provided at least One Hundred Twenty (120) days before the beginning of the fiscal year for which the Annual Fee is being adjusted. The Village shall make any additional payments based on this adjustment calculation for the previous year in two equal installments, payable on or before July 1st and December 1st of the upcoming year of this Agreement. If a credit is due, the Village 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 Village, or additional charge owed by the Village, shall be made within thirty (30) days of the expiration of this Agreement by the appropriate party.

As additional consideration for these services the Village shall transfer title of five (5) police cars to the County. The title of these cars will not revert back to the Village upon termination of the IMA.

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 additional general policing services in the aid of the existing Village police force.

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

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/EOS/me
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 (the “Department”), to enter into an Inter-Municipal Agreement (“IMA”) with the Village of Mount Kisco (“Village”) for a term commencing upon execution (“Effective Date”) and expiring December 31, 2019, whereby the County will provide additional general police services to the Village; and, be it further

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RESOLVED, that by October 1st of years 1 through 3 of this Agreement, the County shall notify the Town of the Annual Fee for the upcoming year. In the event that either the County or the Village determines that the Annual Fee for any year of the Agreement does not accurately reflect the cost to the County for providing the services, or that the additional policing services provided to the Village does not accurately reflect the scope of services contracted for herein or meet the needs of the Village, either party, on upon sixty (60) days written notice, may schedule a meeting to discuss whether adjustments to the Annual Fee or scope of additional policing services is warranted. Any requested adjustment(s) shall be supported by documentation sufficiently detailing the basis for requested adjustment. If any such notice seeks to modify any prospective Annual Fee, such notice shall be provided at least One Hundred Twenty (120) days before the beginning of the fiscal year for which the Annual Fee is being adjusted. The Village shall make any additional payments based on this adjustment calculation for the previous year in two equal installments, payable on or before July 1st and December 1st of the upcoming year of this Agreement. If a credit is due, the Village 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 Village, or additional charge owed by the Village, shall be made within thirty (30) days of the expiration of this Agreement by the appropriate party; and, be it further

RESOLVED, that the Village shall transfer title of five (5) police cars to the County. The title of these cars will not revert back to the Village upon termination of the IMA; 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
2015	263	38	576Q	9856	T576	\$3,755,236.
2016	263	38	576R	9856	T576	\$6,620,874.
2017	263	38	576S	9856	T576	\$6,746,832.
2018	263	38	576T	9856	T576	\$6,859,275.
2019	263	38	576U	9856	T576	\$6,936,035.

Budget Funding Year(s) 2015-2019 Start Date 6/1/2015 End Date 12/31/2019
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$30,918,252.00 Federal Aid _____
 (must match resolution) Other \$30,918,252.00

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/21/2015 - JIMMY WEIRA, SECRETARY