

44213

DATE: January 12, 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 Town of Cortlandt for a term commencing February 1, 2015 and expiring January 31, 2020, whereby the County of Westchester, acting through its Department of Public Safety, 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 (the "Department"), enter into an Inter-Municipal Agreement ("IMA") with the Town of Cortlandt (the "Town") for a term commencing February 1, 2015 and expiring January 31, 2020, whereby the County, acting through its Department of Public Safety, will provide police services to the Town as a supplement to the New York State Police, which is the police agency responsible for patrolling the Town and responding to emergency calls. The County has been providing supplemental police services under agreements with the Town since March, 1999. On January 5, 2015 the Westchester County Board of Legislators adopted Act No. 1-2015 which authorized the County to enter into this IMA.

The Town shall pay the County a sum equal to the County's actual costs, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits. Pending a year-end determination by the County as to the County's actual costs for the services provided, the Town will pay the County the following estimated costs:

2015/2016 - \$865,959;
2016/2017 - \$898,051;
2017/2018 - \$925,821;
2018/2019 - \$953,328; and
2019/2020 - \$986,392.

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

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

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

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/JPI/cs
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/12/2010 - JOMARY VIEIRA SECRETARY

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”), is authorized to enter into an Inter-Municipal Agreement (“IMA”) with the Town of Cortlandt (the “Town”) for a term commencing February 1, 2015 through January 31, 2020, whereby the County shall provide, on a daily basis, two eight-hour patrol car tours for the purpose of providing supplemental police services to the Town; and be it further

RESOLVED, that the Town shall pay the County a sum equal to the County’s actual costs, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits. Pending a year-end determination by the County as to the County’s actual costs for the services provided, the Town will pay the County the following estimated costs:

2015/2016 - \$865,959;
2016/2017 - \$898,051;
2017/2018 - \$925,821;
2018/2019 - \$953,328, and
2019/2020 - \$986,392.

At the end of each year of the IMA, the County shall advise the Town as to the County’s actual costs for the services for the preceding year. Any credits due to the Town, or charges owed by the Town, will be calculated based on the County’s actual costs at the close of each year. The Town shall make any additional payments based on this adjustment calculation for the previous year in two equal installments, payable on or before June 1st and October 1st of the upcoming year of the IMA. If a credit is due, the Town may deduct the amount of any such credit from the next payment due to the County. For the final year of the IMA, any credit due to the Town or additional charge owed by the Town shall be made within thirty (30) days of the expiration of the IMA by the appropriate party; and be it further

RESOLVED, that the Town shall permit the County to have use of part of the former police facility at Cortlandt Town Hall at no charge to the County; 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	Revenue	Trust Account	Dollars
2015/2016	263	38	628Q	9856	T628	\$865,959
2016/2017	263	38	628R	9856	T628	\$898,051
2017/2018	263	38	628S	9856	T628	\$925,821
2018/2019	263	38	628T	9856	T628	\$953,328
2019/2020	263	38	628U	9856	T628	\$986,392

Budget Funding Year(s) 2015-2020 Start Date 2/1/15 End Date 1/31/20
 (must match resolution)

Funding Source Tax Dollars: \$0
 State Aid: _____
\$4,629,551 Federal Aid: _____
 (must match resolution) Other: \$4,629,551

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/12/2015 JONARY MESA, SECRETARY