

44776

February 13, 2015

TO: Board of Acquisition and Contract

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

RE: **Resolution authorizing the County of Westchester, acting by and through its Department of Public Safety, to enter into an Agreement with the City of New York, acting by and through its New York City Police Department. This Agreement will allow the Department of Public Safety's Aviation Unit pilots access to NYPD'S flight simulator for instrument training at no cost to the County. The Agreement will commence upon execution and remain in effect until terminated by the NYPD.**

Authority is sought for the County of Westchester (the "County"), acting by and through its Department of Public Safety (the "Department"), to enter into an Agreement (the "Agreement") with the City of New York, acting by its New York City Police Department ("NYPD"). This Agreement will allow the Department of Public Safety's Aviation Unit pilots access to NYPD's flight simulator for instrument training at no cost to the County. The Agreement will commence upon execution and remain in effect until terminated by the NYPD.

The training is required to prepare Department pilots for an FAA instrument examination and check ride.

The Agreement will require the County to indemnify and hold the City of New York harmless against all claims and costs in connection with the County's obligations under the Agreements. Specifically the indemnification clause states:

The [County] will indemnify and hold the NYPD and/or the City of New York, their successors, assigns, employees, and agents harmless from any judgments, awards, debts, expenses, damages, executor's claims, and demands, and attorney's fees and costs assessed against the NYPD and or the City of New York, their successors, assigns, employees, and agents arising and/or resulting from the intentional tortious conduct and/or negligence of [County] employees during and as a result of this training course and any activities related thereto.

Further, the [County] will indemnify and hold the NYPD and/or the City of New York, their successors, assigns, employees, and agents harmless from any judgments, awards, debts, expenses, damages, executor's claims, and demands, and attorney's fees and costs assessed against the NYPD and or the City of New York, their successors, assigns, employees, and agents arising and/or resulting from negligent training and instruction provided by the NYPD during the training.

The goals and objectives of this program are to train and certify Department pilots in the use of aircraft instrumentation for the purposes of obtaining an FAA instrument rating.

The goals and objectives of this program will support the public safety and/or welfare by providing Department pilots with advanced training which will enhance their proficiency and increase overall safety.

The goals and objectives of this program will be tracked and monitored by the Commanding Officer of the Special Operations Division and reported to the Commissioner of the Department of Public Safety.

Wherefore, authority is respectfully sought for the County of Westchester to enter into this agreement.

GNL/VVA/cs

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/19/2015 SOMARY, SECRETARY

## RESOLUTION

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

**RESOLVED**, that authority is hereby granted to the County of Westchester, acting by and through its Department of Public Safety, to enter into an Agreement (the "Agreement") with the City of New York, acting by and through its New York City Police Department ("NYPD"). This Agreement will allow the Department of Public Safety's Aviation Unit pilots access to NYPD's flight simulator for instrument training at no cost to the County. This Agreement will commence upon execution and remain in effect until terminated by the NYPD, and be it further

**RESOLVED**, that this Agreements will contain the following indemnification provision:

The [County] will indemnify and hold the NYPD and/or the City of New York, their successors, assigns, employees, and agents harmless from any judgments, awards, debts, expenses, damages, executor's claims, and demands, and attorney's fees and costs assessed against the NYPD and or the City of New York, their successors, assigns, employees, and agents arising and/or resulting from the intentional tortious conduct and/or negligence of [County] employees during and as a result of this training course and any activities related thereto.

Further, the [County] will indemnify and hold the NYPD and/or the City of New York, their successors, assigns, employees, and agents harmless from any judgments, awards, debts, expenses, damages, executor's claims, and demands, and attorney's fees and costs assessed against the NYPD and or the City of New York, their successors, assigns, employees, and agents arising and/or resulting from negligent training and instruction provided by the NYPD during the training.

**RESOLVED**, that the County Executive, or his authorized designee, be, and hereby is, authorized to enter into and execute this agreement for the County of Westchester.

Account to be Charged  
N/A

Fund	Dept.	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars

Budget Funding Years  
(must match resolution)

Start Date Upon Execution

End Date Upon Termination

Funding Source  
\$ \_\_\_\_\_  
(must match resolution)

Tax Dollars \_\_\_\_\_  
State Aid \_\_\_\_\_  
Federal Aid \_\_\_\_\_  
Other \_\_\_\_\_

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