



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: JULY 12, 2022

AGENDA ITEM SECTION: DISCUSSION AND RESOLUTION ITEMS

AGENDA ITEM NO. : 6

DEPARTMENT: POLICE

AGENDA ITEM:

DISCUSSION: INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER REGARDING DOBBS FERRY POLICE OFFICERS TEACHING AT THE WESTCHESTER COUNTY POLICE ACADEMY

RESOLUTION: AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER REGARDING DOBBS FERRY POLICE OFFICERS TEACHING AT THE WESTCHESTER COUNTY POLICE ACADEMY

ITEM BACKUP DOCUMENTATION:

1. DRAFT RESOLUTION
2. MEMORANDUM DATED JUNE 13, 2022 FROM MANUEL R. GUEVARA/CHIEF OF POLICE TO MAYOR ROSSILLO, THE BOARD OF TRUSTEES, MELISSA FERRARO/VILLAGE ADMINISTRATOR AND LIZ DREAPER/VILLAGE CLERK
3. EMAIL DATED JUNE 10, 2022 FROM LT. NICK ALONGI/WESTCHESTER COUNTY POLICE ACADEMY TO LT. ROBERT MAZZEI
4. WESTCHESTER COUNTY IMA

**RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE AN
INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER REGARDING
DOBBS FERRY POLICE OFFICERS TO TEACH AT THE WESTCHESTER COUNTY
POLICE ACADEMY AS GENERAL TOPICS INSTRUCTORS**

WHEREAS, Westchester County's Police training facility is located in Valhalla, New York and serves as the New York State Police Training Academy responsible for training officers throughout Zone 3, which includes Westchester and Putnam Counties; and

WHEREAS, from time to time, Dobbs Ferry will assign one or more of its police officers who are certified police instructor's, as part of his or her employment duties, to the Police Academy to provide instruction; and

WHEREAS, the County of Westchester and the Village of Dobbs Ferry had a superseding inter-municipal agreement regarding Dobbs Ferry Police Officer's providing instruction at the Westchester County Police Academy; and

WHEREAS, the current inter-municipal agreement expired on March 20, 2022 and a new inter-municipal agreement is required; and

WHEREAS, this new inter-municipal agreement shall commence on March 21, 2022 and continue in full force and effect through March 20, 2027; and

WHEREAS, 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; and

NOW, THEREFORE, BE IT RESOLVED, that the Village of Dobbs Ferry authorizes the Village Administrator to execute said inter-municipal agreement with the County of Westchester; and

RESOLVED, that the inter-municipal agreement shall be subject to the review of the Village Administrator and the Village Attorney; and be it further

RESOLVED, that the City shall take all necessary steps to effectuate the intent of this Resolution;
and be it further

RESOLVED, that this Resolution shall take effect immediately.



POLICE DEPARTMENT
VILLAGE OF DOBBS FERRY
112 Main Street • Dobbs Ferry, New York 10522
Telephone (914) 693-5500 • Fax (914) 693-2040



MANUEL R. GUEVARA
Chief of Police

To: Mayor Vincent Rossillo and Board of Trustees
Melissa Ferraro, Village Administrator
Liz Dreaper, Village Clerk

From: Manuel R. Guevara, Chief of Police

Subject: Authorize the Village Administrator to sign an IMA with Westchester County
regarding certified instructors to teach at the Westchester County Police
Academy

Date: June 13, 2022

With your permission, the Dobbs Ferry Police Department is seeking permission to authorize the Village Administrator to execute the attached Inter-Municipal Agreement with Westchester County allowing Dobbs Ferry Police Officers who are certified as Instructors via New York State Division of Criminal Justice Services, to teach at the Westchester County Police Academy.

This agreement shall commence on March 21, 2022 and will continue through March 21, 2022.

Thank you for your assistance.

Manuel Guevara

From: Robert Mazzei
Sent: Friday, June 10, 2022 12:32 PM
To: Manuel Guevara
Subject: FW: 2022 Academy Instructor IMA
Attachments: 2022 Police Instructor IMA .pdf

Lt. Robert V. Mazzei

Patrol Division Commander
Village of Dobbs Ferry Police Department
112 Main Street
Dobbs Ferry, NY 10522
(914) 693-5500 Main Desk
(914) 231-8522 Direct
(914) 693-2040 Fax
Email: rmazzei@dobbsferrypolice.com



From: Alongi, Nicholas [mailto:naa5@westchestergov.com]
Sent: Friday, June 10, 2022 12:07 PM
Subject: 2022 Academy Instructor IMA

[EXTERNAL] This email is from outside the Village of Dobbs Ferry - Please use caution when opening links and attachments!

All,

As you may (or may not) know, IMA's exist between your municipality and the county in order for your personnel to instruct at the academy. The time has come, once again, to renew this IMA. Please complete and mail to my attention at:

Westchester County Police Academy
2 Dana Road
Valhalla, NY 10595

Thank you!

Lt. Nick Alongi
Commanding Officer
Westchester County Police Academy
naa5@westchestergov.com
914-231-1831

AGREEMENT made this day of , 2022 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

and

_____ a municipal corporation of the State of New York
having an office at _____

_____, New York _____
(hereinafter referred to as the "Municipality")

WHEREAS, the County's police training facility located in Valhalla, New York serves as the New York State Police Training Academy responsible for training officers throughout Zone 3, which includes Westchester and Putnam Counties; and

WHEREAS, under New York State Law a newly appointed police officer of any county, city, town, village or police district ("Police Officer") must satisfactorily complete an approved municipal police basic training program within 12 months of being hired and may also be required as part of ongoing training to take additional courses as part of their employment requirements, including seminars, conferences, exercises, drills or workshops at the County's police training facility as well as at any off-site location where such training takes place, (collectively, the "Police Academy"); and

WHEREAS, in order to comply with New York State Law, Police Officers from the County and other municipalities attend the Police Academy; and

WHEREAS, from time to time the Municipality will assign one or more of its police officers who are certified police instructors ("Instructor"), as part of his or her employment duties, to the Police Academy to provide instruction.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

Section 1. The County and the Municipality agree that the County may utilize Instructors provided by the Municipality to teach Police Officers training courses, seminars, conferences, exercises, drills or workshops conducted at the police training facility located in Valhalla, NY as well as any off-site location where such training takes place (collectively, the "Police Academy"). Instructors must submit a lesson plan as well as a copy of any other presentation material to be used in conjunction with the lesson plan, excluding copyrighted material, to the Westchester County Commissioner of Public Safety, or his duly authorized designee (the "Commissioner"). Once approved, the Instructor shall teach in accordance with the approved lesson plan. Under no circumstances shall the Instructor cause any portion of any Police Academy training program to be audio or video recorded without the written consent of the Commissioner. During the period of time the Instructor is teaching at the Police Academy, the Instructor shall be under the control and direction of the Commissioner. Notwithstanding the foregoing, during the time that the Instructor is teaching at the Police Academy, in the event of a conflict because an Instructor is directed to act by both the Commissioner and the Municipality, the Commissioner's direction shall take priority.

Section 2. The Municipality agrees that the Instructor's status as an employee of the Municipality shall not be affected by this Agreement during the time that the Instructor is teaching at the Police Academy. The Municipality shall remain responsible for establishing the salary and benefits of the Instructor assigned to the Police Academy and for making all payments due the Instructor. Nothing contained herein shall be intended to create an employer/employee or agency relationship between the County and the Instructor or to confer on the Instructor any rights other than those that accrue to the Instructor as an employee of the Municipality.

Section 3. The Municipality agrees to cooperate with the County in coordinating and organizing the use by the County of the Instructors. In no event will the Municipality charge any indirect cost to the County for the administration or implementation of this Agreement.

Section 4. The County shall defend and indemnify the Municipality in connection with any action or proceeding brought by a party other than the County or the Instructor against

the Municipality, its officers, employees and/or elected officials, based on a claim or cause of action arising out of the Instructor's acts or omissions while acting within the scope of his or her duties as an Instructor at the Police Academy, provided that the Municipality shall (i) give the County prompt written notice of such action or proceeding, by delivering to the Westchester County Attorney ("County Attorney") the original or a copy of any summons, complaint, process, notice, demand, pleading or other communication regarding such claim, within five (5) days after the Municipality receives such document and prior to the entry of any default judgment; (ii) provide the County with a written request from the Municipality for defense and indemnification and (iii) give the County the full cooperation of both the Municipality and the Instructor in the defense of such action or proceeding and in defense of any action or proceeding against the County based upon the same act or omission. The duty to defend and indemnify shall not arise where injury or damage resulted from intentional wrongdoing or recklessness on the part of the Instructor. The County Attorney shall have full and complete discretion and control over the conduct of such defense.

The Municipality may, at any time, seek other representation and make an application for substitution of counsel of its choosing. In such event, the County shall have no further liability or responsibility to provide defense or indemnification for the Municipality pursuant to this Agreement.

If, in any action or proceeding where the Municipality and the County, its officers, employees or elected officials are named as co-defendants, facts shall be disclosed such that the interests of the Municipality and the County shall, in the sole opinion of the County Attorney, be adverse, then the County Attorney shall, upon written notice, decline or withdraw from representation of the Municipality. The written notice shall, to the extent practicable, set forth the reason for such conflict. In the event the County Attorney makes such a determination, then the County shall seek other representation, and make an application for substitution of counsel of the County's choosing, to defend the Municipality under this Agreement.

In no event shall the County's obligation to provide defense and indemnification pursuant to this paragraph be construed to include claims arising outside the scope of the Instructor's

teaching services or in connection with the Instructor's travel to and from the Police Academy to carry out such teaching services.

In no event shall the County have any obligation to the Municipality or its Instructor for any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c. Additionally, if an Instructor is injured during the time he or she is teaching at the Police Academy, it is understood that the Instructor, as an employee of the Municipality, would apply for coverage under the Municipality's workers compensation policy.

Section 5. Except as set forth in Section 4 above, the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality 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, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; 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 and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality 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 the Municipality 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.

Section 6. This Agreement shall commence on March 21, 2022 and continue in full force and effect through March 20, 2027.

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, or sent by facsimile (with acknowledgment received and a copy of the notice sent by 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
1 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 Municipality:

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 shall not be enforceable until it has been approved by the Westchester County Board of Legislators and the Westchester County Board of Acquisition and Contract and the governing body of the Municipality and has been signed by both parties and approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

By _____
Commissioner-Sheriff of Public Safety

MUNICIPALITY

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No _____ on the _____ day of _____, 2022.

Approved:

Sr. Assistant County Attorney
County of Westchester
CARPOPS Police Instt DMA2022 CON125303

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this ____ day of _____, 20__, 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
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)
_____ of the _____
(Title) (Name of Municipality)
(the "Municipality") 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 Municipality was, at the time of execution _____ of
(Title of such person),
the Municipality, that said agreement was duly signed for on behalf of said Municipality 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 _____, 20__, 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