



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MEETING DATE: May 9, 2023

AGENDA ITEM SECTION: Resolutions

AGENDA ITEM NO. : 2

AGENDA ITEM:

Resolution: Consider a resolution to renew agreement to use Westchester County firing range

ITEM BACKUP DOCUMENTATION:

1. Draft resolution
2. Memorandum dated May 1, 2023 from Manuel Guevara/Chief of Police to Mayor Vincent Rossillo, the Board of Trustees, and Richard Leins/Interim Village Administrator
3. Draft agreement

**RESOLUTION AUTHORIZING THE INTERIM-VILLAGE ADMINISTRATOR
TO SIGN AND EXECUTE A RENEWAL OF AN INTER-MUNICIPAL AGREEMENT
WITH WESTCHESTER COUNTY FOR USE OF THEIR FIRING RANGE FACILITY**

WHEREAS, the Village of Dobbs Ferry Police Department provides protection for all residents and visitors in the Village; and

WHEREAS, members of the Dobbs Ferry Police Department must qualify with their department issued weapons annually; and

WHEREAS, the Village of Dobbs Ferry does not own or maintain its own departmental firing range; and

WHEREAS, Westchester County owns its own firing range, located at the Westchester County Police Academy, in Valhalla, New York; and

WHEREAS, since 2018, the Village of Dobbs Ferry Police Department and Westchester County Department of Public Safety have partnered in the current Inter-Municipal Agreement to use the County owned firing range to qualify members of the Dobbs Ferry Police Department; and

WHEREAS, the annual agreement will cover the period from date of execution through July 31, 2025; and

NOW, THEREFORE, BE IT

RESOLVED, that the Dobbs Ferry Board of Trustees authorizes the Interim-Village Administrator to sign and execute Inter-Municipal Agreement with Westchester County Department of Public Safety for use of their Firing Range, located at the Westchester County Police Academy, in Valhalla, New York; and be it further

RESOLVED, that the contract shall be subject to the review of the Village Administrator and the Village Attorney; and be it further

RESOLVED, that the Village of Dobbs Ferry 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
Richard Leins, Interim-Village Administrator

From: Manuel R. Guevara, Chief of Police

Subject: Renewal of agreement with Westchester County for use of firing range

Date: May 1, 2023

I am requesting authorization and permission for the Interim-Village Administrator to sign and execute an agreement with Westchester County to extend an MOU for use of the firing range facility ("Firing Range") located at the County's Police Academy in Valhalla, New York ("Police Academy").

This request will renew an agreement that the Village of Dobbs Ferry currently has in place with Westchester County and will remain in effect until July 31, 2025.

Thank you for your assistance.

THIS AGREEMENT ("Agreement"), made this _____ day of _____, 20____, 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 and place of business at _____, New York _____ (hereinafter referred to as the "Municipality")

WITNESSETH:

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety Services (hereinafter referred to as the "Department"), has a firing range facility ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as the Grasslands Reservation, in the Town of Mount Pleasant, New York ("Police Academy"). This eighteen (18) point state-of-the-art Firing Range has an advanced targeting system and can accommodate duty side arms and most patrol rifles carried by law enforcement personnel in this County; and

WHEREAS, Municipality desires to send its public safety employees to the Firing Range for firearms training purposes, upon the terms and conditions set forth below.

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 Municipality may utilize the Firing Range by sending public safety employees to the Firing Range for firearms training, subject to availability. The Municipality may utilize the Firing Range during the hours of 8:00 am to 4:00 pm, or 4:00 pm to 12:00 am. Advance reservations will be required in order to use the Firing Range. The Municipality must contact the Department by telephone to determine

availability and make a reservation at least forty-eight (48) hours prior to the desired firearms training session. Promptly thereafter, upon at least twenty-four (24) hours prior to the reservation date, the Municipality shall send via facsimile or email a written confirmation letter to the Department specifying the dates and times reserved. The Department's Firing Range telephone number is (914) 231-4381 and the facsimile number is (914) 231-4389. It is hereby understood by the Municipality that an email will be provided by the Department's Firing Range personnel upon a telephonic request for same from the Municipality.

Section 2. In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, the Municipality shall pay a flat fee of Six Hundred and Thirty (\$630.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range shall be operated under the direction of the safety officer. The Municipality shall adhere to all instructions issued by the Department's safety officer. A Municipality shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If the Municipality requests a firearms instructor, the Municipality shall pay an additional fee equal to \$80.79 per hour or \$646.32 per eight (8) hour tour. Any one attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

In the event that police officers from the Municipality provide instruction at the Police Academy under a separate agreement between the County and the Municipality, the Department's Commissioner or his duly authorized designee may provide such Municipality with a credit equal to one (1) eight (8) hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

The County shall send an invoice to the Municipality not later than the 15th day of the month following the month in which the services were provided by the County. The Municipality shall pay any such invoice within thirty (30) days of receipt thereof.

Section 3. The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A," entitled "Standard

Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A," 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 4. In no event shall the County have any obligation to the Municipality or its employees for a any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c.

Section 5. The term of this Agreement shall commence upon execution and continue in full force and effect until July 31, 2025, unless terminated earlier pursuant to the terms herein.

Section 6. This Agreement may be terminated by either party by giving written notice of such termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 7. 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: Acting Commissioner - Sheriff of Public Safety
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 8. 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 9. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

Section 10. The Municipality and the County agree that the Municipality and its officers, employees, agents, Municipalities, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the

Municipality nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 11. Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations relating to this Agreement.

Section 12. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 13. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 14. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Acting Commissioner –Sheriff
Department of Public Safety

MUNICIPALITY

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 2020 -91 on June 1, 2020.

Approved as to form and
Manner of execution:

Assistant County Attorney
The County of Westchester
Firing Range IMA.Template.cmc.05.12.2020.doc

Date

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

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 _____, 2023, 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, the said _____
resides at _____
and that he is _____ of said municipal corporation.

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY-Firing Range Agreement)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of the Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Employer's Liability with minimum limit of \$100,000.00.
- c) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- d) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

- e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.
- f) Police Professional Liability: The Municipality shall provide proof of such insurance (\$1,000,000 per occurrence)

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.