



## **VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA**

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| <b>MEETING DATE:</b> OCTOBER 27, 2020                                                                                                                                                                                                                                         |
| <b>AGENDA ITEM SECTION:</b> MATTERS REQUIRING ACTION                                                                                                                                                                                                                          |
| <b>AGENDA ITEM NO. :</b> 6                                                                                                                                                                                                                                                    |
| <b>AGENDA ITEM:</b> CONSIDER A MOTION TO AUTHORIZE POLICE CHIEF GUEVARA TO SIGN AN INTERMUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY REGARDING THE MUTUAL AIS AND RAPID RESPONSE PLAN FOR POLICE DEPARTMENTS OF WESTCHESTER COUNTY                                             |
| <b>ITEM BACKUP DOCUMENTATION:</b> <ul style="list-style-type: none"><li>1. MEMORANDUM AND ATTACHED IMADATED OCTOBER 20, 2020 FROM POLICE CHIEF GUEVARA TO MAYOR ROSSILLO, THE BOARD OF TRUSTEES, MR. ED MANLEY/VILLAGE ADMINISTRATOR, MS. LIZ DREAPER/VILLAGE CLERK</li></ul> |



**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 the Board of Trustees  
Ed Manley, Village Administrator  
Liz Dreaper, Village Clerk

From: Manuel R. Guevara, Chief of Police

Subject: Authorize the Chief of Police to sign and enter into a Five year IMA with Westchester County regarding mutual aid between jurisdictions.

Date: October 20, 2020

Westchester County notified this agency that our previous IMA regarding Mutual Aid and Rapid Response has expired. With your permission, I seek authorization to enter into a new five (5) year Intermunicipal Agreement with Westchester County for a period commencing July 31, 2020 and terminating on July 30, 2025. Please see attached IMA for specific particulars. Thank you for your consideration.

**INTERMUNICIPAL AGREEMENT** made this                      day of                      ,  
2020 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

**THE VILLAGE OF DOBBS FERRY**, a municipal corporation of  
the State of New York having an office and place of business at  
112 Main Street, Dobbs Ferry, New York, 10522,

(hereinafter referred to as the “Municipality,” and collectively with other  
signatory municipalities, as the “Municipalities” or “Signatory  
Municipalities”).

**WHEREAS**, the purpose of the Mutual Aid and Rapid Response Plan for the  
Police Departments of Westchester County, New York (the “Plan”) is to formalize  
operational procedures for Law enforcement assistance to participating agencies; and

**WHEREAS**, the Signatory Municipalities have executed the Plan by which each  
member agrees to make available its police personnel and equipment to the others upon  
the occurrence of a condition which is beyond the scope of its police resources; and

**WHEREAS**, due to prevailing world, national and local security situations, the  
ever increasing flow of intelligence, and actual threats directed against once benign sites  
and facilities, the parties desire that the Plan be flexible and subject to review and  
revision as necessary in a timely manner; and

**WHEREAS**, the Signatory Municipalities desire, inter alia, to ratify and execute this Agreement in order to effectuate the Plan and to agree on the procedures for timely review and revision of the Plan; and

**WHEREAS**, said Plan is governed by and liabilities and costs are apportioned pursuant to the provisions of New York State General Municipal Law (“General Municipal Law”) Section 209-m which provides, inter alia, that absent agreement to the contrary, the municipality receiving police aid (the “Requesting Municipality”) shall reimburse the municipality providing such aid (the “Assisting Municipality”) for any money paid by it for police salaries and other expenses incurred by it including damage to, or loss of, equipment and supplies.

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

**FIRST: Definitions**

(1) Chief Executive Officer: The officer within a Signatory Municipality who is authorized pursuant to General Municipal Law Section 209-m to request or grant a request for police assistance from another Signatory Municipality.

(2) Department Head: Any police chief, Commissioner or other official in command or acting command of the police department or police force of a Signatory Municipality.

(3) Requesting Municipality: Any Signatory Municipality requesting the assistance of the police force of another Signatory Municipality pursuant to the terms of this Agreement.

(4) Assisting Municipality: Any Signatory Municipality providing assistance to a Requesting Municipality pursuant to the terms of this Agreement.

(5) Emergency: Shall have its common dictionary definition.

(6) Signatory Municipality: All municipalities that have signed this Agreement, including the County.

**SECOND**: A true and accurate copy of the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York (hereinafter the “Plan”), is annexed hereto and incorporated herein as Schedule “A”. The Parties further agree to the Plan, as it may be amended from time to time, in accordance with the review and revision procedures set forth in said Plan and this Agreement.

**THIRD**: This Agreement shall commence on July 31, 2020 (the “Commencement Date”) and terminate on July 30, 2025, unless terminated sooner in accordance with the provisions hereof. Any prior agreement signed by a Signatory Municipality for this purpose shall be deemed terminated upon the commencement of this Agreement.

**FOURTH**: The Signatory Municipalities hereby agree to render appropriate police services, in accordance with the Plan, to any Requesting Municipality whenever

the Chief Executive Officer of that municipality deems the general public interest requires it. All such requests for assistance shall be made by the Chief Executive Officer or Department Head of the Requesting Municipality and granted by the Chief Executive Officer or Department Head of each Assisting Municipality as set forth in the Plan.

**FIFTH:** The cost of police services provided pursuant to this Agreement shall be paid by the Requesting Municipality subject to the following exceptions:

(a) The police services provided by the County shall be without cost to the Requesting Municipality.

(b) The police services provided by each Assisting Municipality shall be reimbursed as provided in Section 209-m of the General Municipal Law, as same may be amended, except as provided above in Paragraph (a).

(c) The Requesting Municipality shall reimburse the County and each Assisting Municipality for all liability for damages arising out of acts performed by the Assisting Municipality in rendering aid. In addition, the Requesting Municipality shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly resulting from the rendering of aid by the County and each Assisting Municipality. Notwithstanding the foregoing, the Requesting Municipality shall not be liable for any damages resulting from any intentional wrongs or reckless conduct by the police force of the Assisting Municipality.

(d) The requesting Municipality shall reimburse the County and each Assisting Municipality for all expenses incurred pursuant to the provisions of Section 207-c of the

General Municipal Law, as same may be amended, and for any award of compensation made pursuant to the Workers' Compensation Law for salaries and expenses paid to officers of the County and each Assisting Municipality who are injured while rendering assistance to the Requesting Municipality pursuant to the Agreement.

**SIXTH:** Any party to this Agreement may withdraw at any time, upon thirty (30) days written notice to each of the other Signatory Municipalities, and thereafter such withdrawing party shall no longer be a party to this Agreement, but this Agreement and the Plan shall continue to exist among the remaining parties and Signatory Municipalities.

**SEVENTH:** (a) The Westchester County Chiefs of Police Association ("WCCOPA") shall be responsible for the administration and future amendments or revision of the Plan. Administration shall entail, but not be limited to, the development of an organized effort, identification of county-wide special equipment, the addition or removal of participating municipalities or police departments to the Plan, whether they operate within or outside of the physical boundaries of Westchester County, and interface with auxiliary services and agencies for the development of protocols and assumed responsibilities;

(b) A sub-committee of the WCCOPA will review the Plan at least once a year and formulate recommendations for amendments or revisions as necessary; and

(c) In order to effectuate the purposes of this Section and to authorize WCCOPA to determine the operational details of the Plan without need for legislative authorization

each time an amendment to the Plan is required, the Municipality represents and warrants that its representative(s) at WCCOPA is/are duly authorized to administer the Plan and to authorize any and all revisions to the Plan on behalf of the Municipality.

**EIGHTH:** The rights and obligations set forth in this Agreement shall be binding upon and shall inure to the benefit of each municipality which has executed this Agreement with the County.

**NINTH:** As to any signatory municipality, this Agreement shall not be enforceable until signed by both parties and all applicable legal approvals have been obtained.

**TENTH:** 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.

**ELEVENTH:** 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, 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:

Thomas A. Gleason, Acting Commissioner-Sheriff  
County of Westchester Department of Public Safety  
1 Saw Mill River Parkway  
Hawthorne, New York 10532

with a copy to:

County Attorney  
Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

To the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TWELFTH:** In addition to the aforementioned New York General Municipal Law Section 209-m, this Agreement shall be subject to any applicable laws, rules and regulations.

**THIRTEENTH:** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

**[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].**

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

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Name: Thomas A. Gleason  
Title: Acting Commissioner of Public  
Safety / Sheriff

**THE VILLAGE OF DOBBS FERRY**

By \_\_\_\_\_  
Name:  
Title:

Approved by the Westchester County Board of Legislators on the       day of       ,  
2020.

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Senior Assistant County Attorney  
County of Westchester  
*S/Iannace/DPS/Mutual Aid IMA.6.5.20*

**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

**SCHEDULE "A"**

[The Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York is attached].