



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

**MEETING DATE:** AUGUST 11, 2020

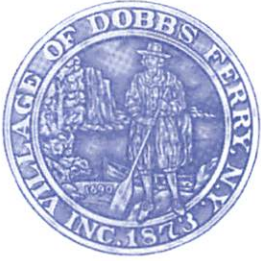
**AGENDA ITEM SECTION:** MATTERS REQUIRING ACTION

**AGENDA ITEM NO. :** 12

**AGENDA ITEM:** CONSIDER A MOTION TO AUTHORIZE THE POLICE CHIEF TO SIGN AN IMA WITH THE COUNTY OF WESTCHESTER FOR IMPLEMENTATION OF A SYSTEM CALLED WESTCHESTER COUNTY REPOSITORY FOR INTEGRATED CRIMINALISTIC INFORMATION ("RICI SYSTEM"), TO ALLOW FOR THE ELECTRONIC TRANSMISSION AND STORAGE OF CRIMINAL RECORDS AND POLICE BLOTTER INFORMATION

**ITEM BACKUP DOCUMENTATION:**

1. MEMORANDUM DATED JULY 16, 2020 FROM POLICE CHIEF MANUEL GUEVARA TO MAYOR VINCENT ROSSILLO, BOARD OF TRUSTEES AND MS. ELIZABETH DREAPER/VILLAGE CLERK
2. IMA WITH THE COUNTY OF WESTCHESTER FOR IMPLEMENTATION OF A SYSTEM CALLED WESTCHESTER COUNTY REPOSITORY FOR INTEGRATED CRIMINALISTIC INFORMATION ("RICI SYSTEM"), TO ALLOW FOR THE ELECTRONIC TRANSMISSION AND STORAGE OF CRIMINAL RECORDS AND POLICE BLOTTER INFORMATION



**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

Ed Manley, Village Administrator

Liz Dreaper, Village Clerk

From: Manuel R. Guevara, Chief of Police

Re: Authorization to sign IMA renewal with Westchester County regarding use of RIC I System

Date: July 16, 2020

With your approval, I am seeking permission, on behalf of the Dobbs Ferry Police Department to sign an IMA renewal that commences on December 1, 2019 and terminates on November 30, 2024, with Westchester County.

The purpose of this renewal is to ensure that our agency has continued access to the RIC I (Repository for Integrated Criminalistic Information) system for the timeframe above. RIC I enables the Dobbs Ferry Police Department to transmit and store criminal records, finger prints and police blotters.

This is not a new IMA as this agency has been a part of the RIC I system for multiple years and we seek to continue with this participation.

Thank you very much.

## **INTER-MUNICIPAL AGREEMENT**

**AGREEMENT**, made \_\_\_\_\_ *AUGUST 11*, 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, acting by and through the Village of Dobbs Ferry Police Department, having an office and place of business at 112 Main Street, Dobbs Ferry, New York 10522.

(hereinafter referred to as the "Municipality")

**WHEREAS**, the County has implemented a system called Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information; and

**WHEREAS**, the type of information that is transmitted and stored on the system includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data; and

**WHEREAS**, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

**WHEREAS**, the Municipality is desirous of obtaining access to the RICl System and receiving supplemental computer services from the County; and

**WHEREAS**, the County agrees to provide such services upon the terms described below.

**NOW, THEREFORE**, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

**FIRST:** The County agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic transmission and storage of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the County, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICl System under County control. The portion of the system "under County control" means the hardware or software associated with the central computer. "Maintenance" generally means support, upkeep, repair and periodic duplication or "back-up" of Municipality records in order to safeguard the data. Maintenance will be provided 24 hours per day, 365 days per year. The County will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RICl System workstation to send or receive data from the central computer. If the County determines any system trouble to be within the portion of the system under Municipality

control, or within the jurisdiction of a third party, it will make appropriate notification to the Municipality or to such third party. The portion of the system "under Municipality control" means the hardware or software contained within the Municipality computer network. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under County control or under Municipality control.

(c) To provide management control over the RICl System.

"Management control" means the authority to set and enforce (1) priorities; (2) standards for the selection, supervision, and termination of personnel in its employ; and (3) policy governing the operation of computers, circuits and telecommunications terminals or equipment used to process, store, or transmit criminal justice data, and guarantees the priority service needed by the criminal justice community. Management control includes, but is not limited to, the supervision of equipment, system design, programming, and operating procedures necessary for the exchange of criminal justice data.

(d) That authorized Municipality employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICl System relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by Municipality employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all County employees having access to RICl System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access criminal justice and police blotter information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICl System data.

(f) That all Municipality records maintained on the RICl System are owned by the Municipality. The Municipality will enter or edit its own records and has sole responsibility for the proper designation of its records as adult, juvenile delinquent, sealed or similar restricted status. The Municipality has sole responsibility for compliance with all court processes pertaining to any Municipality record contained in the system. The County will not enter or edit Municipality records, except at the request of the Municipality or as necessary for the administration or maintenance of the system.

**SECOND:** The Municipality agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic capture and transmission of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICl System under Municipality control. The portion of the system "under Municipality control" means the hardware or software associated with the Municipality computer network. The Municipality will take reasonable measures to prevent or correct system trouble. "System trouble" is

generally defined as the non-ability of any Municipality RICl System workstation to send or receive data from the central computer. If the Municipality determines the trouble to be within the portion of the system under County control, or within the jurisdiction of a third party, it will make appropriate notification to the County or to such third party. The portion of the system "under County control" means the hardware or software associated with the central computer. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under Municipality control or under County control.

(c) To provide supervision and control over that portion of the RICl System under Municipality control. The term "supervision and control" generally means, but is not limited to, maintenance of security for terminals used to access RICl System data and the exercise of reasonable measures to ensure that only authorized personnel access criminal justice and police blotter information contained in the system.

(d) That authorized County employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICl system relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by County employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all Municipality employees having access to RICl System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access police blotter and criminal justice information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICl System data.

**THIRD:** The Municipality agrees

(i) That except for the amount, if any, of damage contributed to, caused by or resulting from the 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, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

(ii) 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, unless caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto.

**FOURTH:** The term of this Agreement will commence December 1<sup>st</sup>, 2019 and terminate November 30<sup>th</sup>, 2024, unless terminated earlier as provided herein.

**FIFTH:** Either party may cancel this Agreement on thirty (30) days written notice to the other party.



**SIXTH:** This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

**SEVENTH:** All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight courier and mailed to the following addresses:

To The County:

Thomas A. Gleason  
Acting 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:

Village of Dobbs Ferry  
112 Main Street  
Dobbs Ferry, New York 10522

or to such other addresses as may be specified by the parties hereto in writing.

**EIGHTH:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

**NINTH:** This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality; and this Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties.

**TENTH:** Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

**ELEVENTH:** The Agreement shall be construed and enforced in accordance with the laws of the state of New York.

**IN WITNESS WHEREOF**, the County and the Municipality have executed  
this Agreement in triplicate:

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Thomas A. Gleason  
Acting Commissioner-Sheriff  
Department of Public Safety

By: \_\_\_\_\_  
Name: MANUEL GUBARRA, CHIEF OF POLICE  
Dobbs Ferry Police Department

Approved by the Board of Legislators of the County of Westchester on March 12, 2018  
by Act No. 2018-22.

Approved by the Board of Acquisition and Contract of the County of Westchester on the  
29th day of March, 2018.

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
S:\Con\CARP\DPS\IRICI IMA 2018

**MUNICIPALITY'S ACKNOWLEDGMENT**

STATE OF NEW YORK )

) ss.:

COUNTY OF WESTCHESTER )

On this 11<sup>TH</sup> day of AUGUST 2020, before me, the undersigned, personally appeared MANUEL GUEVARA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she is the CHIEF OF POLICE of THE VILLAGE OF DOBBS FERRY the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

\_\_\_\_\_  
Notary Public

County: WESTCHESTER

**CERTIFICATE OF AUTHORITY**

(Municipality)

I, ELIZABETH A. DREAPER,  
(Officer **other than** officer signing contract)

certify that I am the VILLAGE CLERK of the  
(Title)

VILLAGE OF DOBBS FERRY  
(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

NEW YORK STATE GENERAL MUNICIPAL LAW,  
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement; that MANUEL GUEVARA,  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
CHIEF OF POLICE of the Municipality, and that said  
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its  
VILLAGE BOARD OF TRUSTEES, thereunto duly authorized and  
(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)  
ELIZABETH A. DREAPER, VILLAGE CLERK

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

On this 11<sup>TH</sup> day of AUGUST 2020, before me, the undersigned,  
personally appeared ELIZABETH A. DREAPER, personally known to me or  
proved to me on the basis of satisfactory evidence to be the individual whose name is  
subscribed to the above certificate and acknowledged to me that he (she) executed the  
above certificate in his (her) capacity  
as VILLAGE CLERK of THE VILLAGE OF DOBBS FERRY, NEW YORK,  
(Title) (Municipality)  
the municipal corporation described in and which executed the within instrument.

\_\_\_\_\_  
Notary Public County: WESTCHESTER

## **SCHEDULE "B"**

### **STANDARD INSURANCE PROVISIONS** **(Municipality)**

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. 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 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) 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.
- c) 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 of Westchester for both on-going and completed operations.

- d) 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.

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.