



John T. Vasta
Chief of Police

TOWN OF HARRISON POLICE DEPARTMENT

650 North Street
Harrison, New York 10528
Phone: (914) 813-7542 ~ Fax: (914) 813-7428
Email: jv102@harrisonpdny.gov



E-20

June 30, 2022

Supervisor/Mayor Richard Dionisio and
Members of the Town Board
Town/Village of Harrison
1 Heineman Place
Harrison, New York 10528

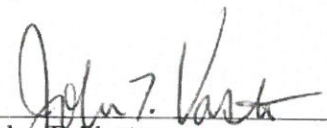
Re: IMA -Police Academy Instructor Agreement

Supervisor/Mayor Dionisio and Members of the Town Board:

Authorization is requested to renew the Inter-Municipality Agreement between the County of Westchester and the Town/Village of Harrison Police Department. This agreement is in order for our personnel to instruct at the Westchester County's Police Academy. This is the department's standard agreement that gets renewed every five years.

This contract has been reviewed and approved by the Law Department and has been found to be in order. Kindly authorize the Supervisor/Mayor to execute said agreement.

Respectfully,



John T. Vasta
Chief of Police

JTV/jc

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
CARP/DPS/Police Instr IMA2022 CON125803

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---------------------------------|---|
| PRODUCER | CONTACT NAME: Brian Killeen |
| AssuredPartners Northeast, LLC. | PHONE (A/C No. Ext): (914) 761-9000 |
| 445 Hamilton Avenue | FAX (A/C No.): (914) 761-3749 |
| 10th Floor | E-MAIL ADDRESS: brian.killeen@assuredpartners.com |
| White Plains NY 10601 | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Old Republic Union Ins. Co. NAIC # 31143 |
| | INSURER B: VantaPro Specialty Insurance Company 44768 |
| | INSURER C: Arch Insurance Company 11150 |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES

CERTIFICATE NUMBER: CL21111681729

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR - per occurrence GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | 822100 1284413 | 11/01/2021 | 11/01/2022 | EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ Employee Benefits \$ COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage \$ Excluded |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> *SIR | Y | Y | 822100 1284413 | 11/01/2021 | 11/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage \$ Excluded |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000 | Y | Y | 5155-0072-01 | 11/01/2021 | 11/01/2022 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WCX 0065818 01 (EXCESS) | 11/01/2021 | 11/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Automobile liability - Self-insured retention (SIR)* | | | 822100 1284413 | 11/01/2021 | 11/01/2022 | SIR: \$500,000 (per accident) |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Inter-Municipal Agreement between the Town/Village of Harrison and Westchester County for Police Training Academy Instruction. County of Westchester is an additional insured and coverage is primary and non-contributory as respects General Liability and Auto Liability per Forms AR SIPP 08 04 09 19 and AR SIPP 01 09 05 19. Waiver of Subrogation applies. Excess Liability is follow-form over underlying liability coverage subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| County of Westchester 148 Martine Avenue White Plains NY 10601 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Thomas R. Kozma</i> |
|--|---|



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

| | |
|--|--|
| 1a. Legal Name & Address of Insured (use street address only) Town/Village of Harrison 1 Heineman Place Harrison, NY 10528 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i> | 1b. Business Telephone Number of Insured (914)670-3005 1c. NYS Unemployment Insurance Employer Registration Number of Insured 04-61016-0 1d. Federal Employer Identification Number of Insured or Social Security Number 13-60087295 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Westchester 148 Martine Avenue White Plains, NY 10601 | 3a. Name of Insurance Carrier Arch Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WCX 0065818 01 3c. Policy effective period 11/01/2021 to 11/01/2022 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers Included) <input type="checkbox"/> all excluded or certain partners/officers excluded. |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Stephen Cho

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

Stephen Cho

(Signature)

May 9, 2022

(Date)

Title: Assistant Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 470-408-5615

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.