

**HVERSTRW TOWN BOARD
NOVEMBER 7, 2022**

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL - COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN GOULD, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS

3. APPOINTMENT OF POLICE SERGEANT – JOSEPH PRIVITERA

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HVERSTRW DOES HEREBY APPOINT JOSEPH PRIVITERA OF WARWICK, NEW YORK TO THE POSITION OF SERGEANT, FULL TIME, CONTINGENT PERMANENT FOR THE TOWN OF HVERSTRW, EFFECTIVE IMMEDIATELY AND BE IT FURTHER

RESOLVED, THAT MR. PRIVITERA HAS BEEN CLEARED ON ALL PRE-EMPLOYMENT TESTS BY THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND BE IT FURTHER

RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND MR. PRIVITERA SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.

4. ADOPTION OF MINUTES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD MEETING OF OCTOBER 25, 2022.

5. PAYMENT OF BILLS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRW DOES HEREBY APPROVE THE PAYMENT OF BILLS AUDITED AT THIS MEETING.

6. ACCEPTANCE OF REPORTS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF SEPTEMBER 2022.

7. NOMINATE DOMINICK RODRIGUEZ. - POLICE OFFICER FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HVERSTRW DOES HEREBY NOMINATE DOMINICK RODRIGUEZ OF GARNERVILLE, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HVERSTRW POLICE DEPARTMENT EFFECTIVE NOVEMBER 7, 2022 AND BE IT FURTHER

RESOLVED, THAT THIS NOMINATION IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL.

8. NOMINATE XAVIER REYES. - POLICE OFFICER (SPANISH SPEAKING)
FULL TIME

RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY NOMINATE XAVIER REYES OF HAVERSTRAW, NEW YORK TO THE POSITION OF POLICE OFFICER (SPANISH SPEAKING), FULL TIME FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT EFFECTIVE NOVEMBER 7, 2022 AND BE IT FURTHER

RESOLVED, THAT THIS NOMINATION IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL.

9. APPOINTMENT OF STEPHANIE BERRIOS, RECREATION FACILITY ATTENDANT FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT

RESOLVED, THAT UPON THE RECOMMENDATION OF GROUNDSKEEPER JOHN FRIZALONE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT STEPHANIE BERRIOS OF THIELLS, NEW YORK TO THE POSITION OF RECREATION FACILITY ATTENDANT, FULL TIME FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT AT A YEARLY SALARY OF \$43,000.00 PRO RATA, EFFECTIVE OCTOBER 27, 2022, AND BE IT FURTHER

RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL AND MS. BERRIOS SHALL SERVE A PROBATION PERIOD.

10. APPOINTMENT OF ARIETTI ANTHONET DIPLAN-VANHOUTEN, OFFICE SERVICES AIDE FOR THE TOWN OF HAVERSTRAW JUSTICE COURT

RESOLVED, THAT UPON THE RECOMMENDATION OF JUSTICE IVONNE SANTOS AND JUSTICE JOHN GRANT, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT ARIETTI ANTHONET DIPLAN-VANHOUTEN OF GARNERVILLE, NEW YORK TO THE POSITION OF OFFICE SERVICES AIDE, FULL TIME FOR THE TOWN OF HAVERSTRAW JUSTICE COURT AT A YEARLY SALARY OF \$45,000.00 PRO RATA, EFFECTIVE OCTOBER 27, 2022 AND BE IT FURTHER

RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL AND MRS. DIPLAN-VANHOUTEN SHALL SERVE A PROBATION PERIOD.

11. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND THE COUNTY OF ROCKLAND – HI-TOR ANIMAL CARE CENTER, INC.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE HOWARD T. PHILLIPS, JR., SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ROCKLAND TO PROVIDE AND MAINTAIN A SHELTER PURSUANT TO SECTION 115 OF THE AGRICULTURE AND MARKETS LAW TO BE PAID \$9,849.83 ON A QUARTERLY BASIS AND NOT TO EXCEED AN ANNUAL AMOUNT OF \$39,399.30 FOR ONE (1) YEAR TERM COMMENCING ON JANUARY 1, 2022 AND ENDING IN DECEMBER 31, 2022.

12. APPROVAL FOR EMERGENCY REPAIR TO REPLACE WATER HEATER AT THE PHILIP J. ROTELLA MEMORIAL GOLF

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE EMERGENCY REPAIR TO REPLACE THE WATER HEATER AT THE PHILIP J. ROTELLA MEMORIAL BY AAA COOLERATION OF GARNERVILLE, NEW YORK AT A COST OF \$14,226.

13. AMENDMENT OF RESOLUTION NO. 294-22

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY AMENDS RESOLUTION NO. 294-22 TO CHANGE THE NAME OF THE COMPANY TO NIELSEN FORD OF MORRISTOWN, NEW JERSEY.

14. AUTHORIZATION TO PAY OFF LEASE FOR EQUIPMENT KUBOTA L3301HST – TOWN OF HAVERSTRAW PARKS DEPARTMENT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AUTHORIZE SUPERVISOR PHILLIPS TO SUBMIT PAYMENT TO PAYOFF LEASE FOR EQUIPMENT KUBOTA L3301HST WITH ATTACHMENTS FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT IN THE AMOUNT OF \$5,890.00.

15. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND THE COUNTY OF ROCKLAND – OVERTIME AND CRISIS INTERVENTION TRAINING RELATED TO PROJECT CONNECT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE HOWARD T. PHILLIPS, JR., SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ROCKLAND FOR REIMBURSEMENT FOR LAW ENFORCEMENT OVERTIME AND CRISIS INTERVENTION TRAINING RELATED TO PROJECT CONNECT FOR THE PERIOD SEPTEMBER 1, 2022 THROUGH SEPTEMBER 30, 2023, IN THE AMOUNT OF \$11,000.00 FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT.

**Federal ID#: 14-6002126, Federal ID#: 13-6007298
Federal ID#: 13-6007324, Federal ID#: 13-6007311**

**INTERMUNICIPAL AGREEMENT
TOWN OF CLARKSTOWN, HAVERSTRAW,
RAMAPO AND STONY POINT
AND COUNTY OF ROCKLAND**

W I T N E S S E T H:

THIS AGREEMENT made the ____ day of _____, 2022 by and between the COUNTY OF ROCKLAND, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "COUNTY," and the TOWN OF CLARKSTOWN, a municipal corporation of the State of New York with offices located at 10 Maple Avenue, New City, New York 10956, the TOWN OF HAVERSTRAW, a municipal corporation of the State of New York with offices located at One Rosman Road, Garnerville, New York 10923, the TOWN OF RAMAPO, a municipal corporation of the State of New York with offices located at 237 Route 59, Suffern, New York 10901, and the TOWN OF STONY POINT, a municipal corporation of the State of New York with offices located at 74 East Main Street, Stony Point, New York 10980, hereinafter referred to as "TOWNS," in the manner following:

WHEREAS, COUNTY and TOWNS are municipal corporations as defined by Section 119-n of Article 5-G of the General Municipal Law of the State of New York; and

WHEREAS, Section 119-o of Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations to contract to perform together that which each is authorized to perform individually, provided that any such agreement to do so "shall be approved by each participating municipal corporation...by a majority vote of the voting strength of its governing body"; and

WHEREAS, In 1973, COUNTY constructed an Animal Shelter on land owned by COUNTY located at 65 Fireman's Memorial Drive, Pomona, New York 10970 (the "Animal Shelter"), for the temporary care, shelter and disposition of neglected, abused, and abandoned dogs and other animals pursuant to Article 7 of the New York State Agriculture and Markets Law and other laws of the State of New York applicable thereto, and has historically accepted dogs and other similar domestic animals brought to the Animal Shelter by TOWNS' animal control officer, law enforcement officer, residents and humane organizations for the proper care and provision of proper food and shelter for these dogs and other similar domestic animals until redeemed or otherwise disposed of; and

WHEREAS, It is the desire of COUNTY and TOWNS to continue the operation of such Animal Shelter in accordance with the laws of the State of New York, and the regulations established for such purposes by the Legislature of Rockland County; and

WHEREAS, On the day of , 2022, the Town Board of the TOWN OF CLARKSTOWN, by Resolution No. of 2022, approved this agreement and authorized its execution by the Supervisor; and

WHEREAS, On the day of , 2022, the Town Board of the TOWN OF HAVERSTRAW, by Resolution No. of 2022, approved this agreement and authorized its execution by the Supervisor; and

WHEREAS, On the day of , 2022, the Town Board of the TOWN OF RAMAPO, by Resolution No. of 2022, approved this agreement and authorized its execution by the Supervisor; and

WHEREAS, On the day of , 2022, the Town Board of the TOWN OF STONY POINT, by Resolution No. of 2022, approved this agreement and authorized its execution by the Supervisor; and

WHEREAS, On the day of , 2022, the Legislature of Rockland County by Resolution No. of 2022, approved this agreement and authorized its execution by the County Executive; and

NOW, THEREFORE, IT IS AGREED, That the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. SERVICES: COUNTY shall render and perform services for and to TOWNS and their residents, as itemized on the attached **Schedule "A."** COUNTY represents and warrants to TOWNS that it, and its employees, agents and servants possess all the skills, experience, expertise and independence to render these services to TOWNS.
2. TERM: COUNTY services to be performed under this agreement shall commence on January 1, 2022 and terminate on December 31, 2022.
3. PAYMENT: TOWNS agree to pay to COUNTY and COUNTY agrees to accept on a quarterly basis the sums set forth on the attached **Schedule "B"** for the provision of services set forth on the attached **Schedule "A."** In the event the quarterly payment is not received from TOWNS as herein agreed, COUNTY may, thirty (30) days from the date of delinquent payment, refuse to accept dogs and other similar domestic animals brought to the Animal Shelter by TOWNS' animal control officer, law enforcement officer, residents and humane organizations; or, in COUNTY's sole discretion, COUNTY may accept dogs and other similar domestic animals and charge TOWNS a per diem rate for the care of each dog and other similar domestic animal brought to the Animal Shelter by TOWNS' animal control officer, law enforcement officer, residents and humane organizations.
4. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by COUNTY or TOWNS.

5. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.

6. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written. It is understood and agreed by the parties that this agreement is not valid and enforceable by any signatory until fully executed by all parties.

DEPARTMENT OF HEALTH
(Approved for the signature of
the County Executive)

TOWN OF CLARKSTOWN

By: _____
PATRICIA S. RUPPERT, DO, MPH, DABFM, FAAFP
Commissioner

By: _____
GEORGE HOEHMANN
Supervisor

Dated: _____

Dated: _____

TOWN OF HAVERSTRAW

TOWN OF RAMAPO

By: _____
HOWARD T. PHILLIPS, JR.
Supervisor

By: _____
MICHAEL SPECHT
Supervisor

Dated: _____

Dated: _____

TOWN OF STONY POINT

By: _____
JIM MONAGHAN
Supervisor

Dated: _____

DEPARTMENT OF LAW
(Approved for the signature of
the County Executive)

By: _____
BRIGITTE M. NAHAS BOTTA
Deputy County Attorney

Dated: _____

2022-02553

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

Schedule “A”

1. The County shall provide and maintain a shelter or pound for seized domestic companion animals and for lost, strayed or homeless domestic companion animals pursuant to § 114 of the Agriculture and Markets Law at Firemen’s Memorial Drive, Pomona, New York, shall humanely euthanize, where necessary, seized and unredeemed domestic companion animals pursuant to and as provided in the Agriculture and Markets law, and the Rules and Regulations promulgated thereunder by the Commission of Agriculture and Markets, and shall properly care for all animals in such shelter, that shall at all times during the term hereof, be under the care and charge of a competent employee.
2. The shelter shall be available to the Dog Control Officer, Highway Department workers and police officers of the Towns during all operating hours, as well as Towns’ residents with valid proof of residency, for routine receptions and at all other times as hereinafter provided.
3. The County shall accept “community” (a/k/a feral) cats in accordance with Hi Tor Animal Care Center’s Feral Cat Policy, which was approved by Hi-Tor Animal Care Center, Inc. on June 15, 2019, and which is attached hereto as **Schedule “C”** and made a part of this Agreement.
4. The County shall include in its agreement with Hi-Tor Animal Care Center, Inc. a provision stating that the Towns shall collectively present for approval, to the Board of Directors of Hi-Tor Animal Care Center, Inc., a total of two (2) voting members/volunteers for the Board of Directors of Hi-Tor Animal Care Center, Inc.
5. The County will enforce the provisions of § 117 of the Agriculture and Markets Law with respect to impoundment periods and fees, proper licensing and rabies vaccinations.
 - (a) At the end of the legally established impoundment period, as set forth in § 117 of the Agriculture and Markets Law, unredeemed, aged, diseased or otherwise unadoptable domestic companion animals (in the judgment of the County), unless otherwise specified by the Dog Control officer, may be disposed of humanely as provided by applicable laws and regulations.
 - (b) Upon the expiration of the statutory seven (7) day redemption period, and unless such animal shall have been humanely disposed of, any unredeemed, seized, lost, strayed or homeless domestic companion animal shall be deemed transferred to, and shall become the property of the County, which, thereafter, may release such unredeemed animal for adoption, place such animal, or otherwise act with respect to such animal as permitted by law as set forth in § 117 of the Agriculture and Markets Law. Following such transfer, the County shall be released and held harmless from any cost, expense or other liability that may be incurred relating to such animal.
 - (c) In the event that a seized, lost or strayed domestic companion animal impounded by an employee of the Town and/or Town resident is claimed by its owner prior to the expiration of the statutory redemption period of seven (7) days, the owner must make payment of the impoundment fee required pursuant to Article 7 of the

Agriculture and Markets Law payable to the County, plus boarding fees payable to the County in an amount to be determined by the County for each twenty-four (24) hour period the animal has been in the care of the County.

- (d) The County shall not release a dog to any Towns' resident without such resident providing acceptable proof of licensing and rabies vaccination; any deviations will be reported to the Dog Control Officer for enforcement.
- (e) In the event an animal has been transferred to the County and released for adoption due to the expiration of the statutory redemption period, pursuant to § 117(7-a) of the Agriculture and Markets Law, but has not yet been placed, the County may permit the former owner, if verified, to reclaim the animal upon the payment of both the Impound and Boarding fees required by law and due to the Towns, plus such amount as may be established by the County as a charge for each twenty-four (24) hour period the animal has been in the care of the County beyond the seven (7) day redemption period.
- (f) The per diem fees beyond the statutory redemption period shall be the property of the County and shall be receipted to the payer by the County. The statutory impoundment fee shall be kept by the County and applied to the maintenance and operation of the animal shelter.

Schedule "B"

MUNICIPALITY	ANNUAL NOT TO EXCEED AMOUNT	QUARTERLY SUM
Town of Clarkstown	\$111,034.80	\$27,758.70
Town of Haverstraw	\$39,399.30	\$9,849.83
Town of Ramapo	\$75,217.50	\$18,804.38
Town of Stony Point	\$21,491.10	\$5,372.78

"SCHEDULE C"



HI TOR ANIMAL CARE CENTER'S FERAL CAT POLICY

Definitions

"Ear tip" or "ear tipping," is the removal of a small piece (approx. one centimeter) from the tip of an animal's left ear to identify a feral cat as having been spayed/neutered and vaccinated and which is in no way harmful to the animal.

"Feral cat," A feral cat is a cat that has had little or no human contact during the animal's life and cannot be safely handled by those methods commonly employed by human care givers or protectors.

"Hi Tor", is the High Tor Animal Care Center, Inc.

"Spay/neuter/vac," means the non-lethal trap, spay/neuter, vaccinate, ear tip and return practice for receiving and processing feral cats brought to Hi Tor.

- Hi Tor Animal Care Center, Inc., ("Hi Tor" or "Shelter") opposes – and will not assist – any "catch and kill" program of feral cat population control.
- Hi Tor does not accept and will not receive any feral cat for the sole purpose of euthanasia.
- Hi Tor endorses and practices the Non-lethal Trap, Spay/Neuter, Vaccinate, Ear Tip and Return ("spay/neuter/vac") method of addressing feral cats, which, when integrated with an existing feral cat management plan, is the most effective method of humanely controlling feral cat populations.
- Hi Tor will only accept feral cats pursuant to these protocols. Ear tipped cats will not be accepted at the shelter. Any feral cat delivered to the shelter must be returned to the area where it was taken from when deemed ready for release by Hi Tor personnel.
- Feral cats, which have not been previously ear tipped and which

"SCHEDULE C"

have been delivered to the shelter will be accepted by Hi Tor for spay/neuter/vac only. Following spay/neuter/vac, each feral cat shall be returned to the vicinity and environment where the animal was located.

- After spay/neuter/vac, and within forty-eight (48) hours of receipt of notice from Hi Tor, feral cats accepted from recognized cat advocacy organizations or residents of Rockland must be retrieved from Hi Tor and returned to the vicinity where the animal was located. However, feral cats accepted from animal control officers (ACO) or police officers will be returned by Hi Tor to the vicinity where the animal was located.
- *Hi Tor will only receive and accept feral cats with the express understanding and agreement that after spay/neuter, etc., and Hi Tor' clearance, the animal must be returned to its prior location for reentry to that environment.*
- A rabies vaccination will be administered to a feral cat before Hi Tor's release of the animal for return to the environment where the feral cat was located. Feral cats that have been spayed/neutered will also be ear tipped by Hi Tor.



"LICENSED TO CHILL"

DATE 10.26.20

BLDG. / JOB LOC.
 MAKE
 M #
 S #
 MAKE
 M #
 S #
 CONTACT NAME
 CELL #
 EMAIL

NAME: Tolon J. Haverkamp
 ADDRESS: 10001 993 N
 CITY: Garnerville NY
 JOB LOCATION
 PHONE: 36952
 ORDER TAKEN BY: [Signature]
 STARTING DATE: Sat 10.22.20

P.O. / W.O. #
 OVERTIME
 REGULAR
 WARRANTY
 SERVICE AGREEMENT

DESCRIPTION OF WORK
 Emergency Call For No Hot water at
 175 Potable Gully Corral.
 Found 100 gallon water heater defective & replaced.
 Emergency Repair

QTY.	MATERIAL	PRICE	AMOUNT
1	Bradford White 100 Gall. Water Heater with D100T1993N	10,895	10,895
	Copper Pipe & Fittings	85	85
	Solder & acetone	88	88
	Handman + misc.	198	198
		11226	11226

FINAL SALE NO REFUND MC VISA AMEX
 I have authority to order the work outlined above which has been satisfactorily completed, I agree that Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment/materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of Seller.
 NET 90 DAYS
 CONTACT
 SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work.)
 Michael J. Danaher

NAME ON CARD:
 ADDRESS:
 ZIP CODE:
 CARD #:
 EXPIRATION DATE:
 SIGNATURE:
 LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.

TOTAL MATERIAL	\$ 11,226
TOTAL LABOR	3200
SHIPPING	14426
TAX	# on file
Thank You!	\$ 14,226
PAY THIS AMOUNT	

INTERMUNICIPAL AGREEMENT

with

TOWN OF HAVERSTRAW

THIS AGREEMENT made the _____ day of _____, 2022 by and between the **COUNTY OF ROCKLAND on behalf of its Office of the District Attorney**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF HAVERSTRAW, on behalf of its Police Department**, a municipal corporation of the State of New York, having its principal office at 1 Rosman Road, Garnerville, New York 10923, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS the **COUNTY** through its Office of the District Attorney and the **MUNICIPALITY** wish to enter into this intermunicipal agreement for the Town of Haverstraw Police Department to reimburse the Town of Haverstraw for law enforcement overtime and crisis intervention training related to Project Connect.

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in **Resolution No. 532 of 2022** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

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

1. **SERVICES:** The **MUNICIPALITY** shall use such funds from the Project Connect Program as funded by the Department of Justice. for overtime and to attend a two-hour crisis intervention training. See Schedule "A" attached hereto.

2. TERM: The participation in the Project Connect Program by the **MUNICIPALITY** under this agreement shall be for the period commencing **September 1, 2022**, and terminating **September 30, 2023**.

3. PAYMENT: The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **ELEVEN THOUSAND DOLLARS AND 00/100 (\$11,000.00)** as reimbursement to the **MUNICIPALITY**.

4a. INDEMNIFY AND HOLD HARMLESS: The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **MUNICIPALITY** to the fullest extent permitted by law. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The **COUNTY** agrees to defend, indemnify and hold harmless **MUNICIPALITY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **MUNICIPALITY** and its respective officers, employees and agents, at its own cost and at no cost to the **MUNICIPALITY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **COUNTY**. These indemnification provisions are for the protection of the **MUNICIPALITY** and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4c. Under no circumstances shall **MUNICIPALITY** assume liability or defense costs for the actions of the personnel of the Rockland County District Attorney's Office who are not employed by **MUNICIPALITY**.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of **COUNTY** for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget.

6. RECORD KEEPING AND AUDIT: The **MUNICIPALITY** shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and

communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or COUNTY record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to COUNTY for inspection or audit upon demand. No compensation or fee for services will be due to MUNICIPALITY unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

7. NO ASSIGNMENT: The MUNICIPALITY shall not assign, sublet, or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the COUNTY.

8. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

9. LABOR LAW AND EXECUTIVE LAW: The MUNICIPALITY shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

10. LOCAL LAWS AND RESOLUTIONS: The MUNICIPALITY shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

11. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The MUNICIPALITY agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation, and telecommunications.

12. IRAN DIVESTMENT ACT: CONTRACTOR and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

13. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by COUNTY.

14. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written. It may not be modified, except by a writing signed by the parties.

15. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

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

OFFICE OF THE DISTRICT ATTORNEY
(Approved for signature of
County Executive)

TOWN OF HAVERSTRAW

By: _____
THOMAS E. WALSH II
District Attorney

By: _____
Howard T. Phillips, Jr.
Supervisor

Dated: _____

Dated: _____

DEPARTMENT OF LAW
(Approved for signature of
County Executive)

COUNTY OF ROCKLAND

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

By: _____
EDWIN J. DAY
County Executive

Dated: _____

Dated: _____

2022-02909

Contract Request Schedule "A"

(A detailed schedule of the work or services to be provided)

Statement of Work (SOW) – *(The Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met.)*

The Haverstraw Police Department (HPD) will participate in the Law Enforcement Assisted Diversion (LEAD) program Project Connect. HPD will provide a screen for Peer Recovery involvement of eligible offenders. HPD will contact the Peer assigned to come and meet with the identified eligible offender. HPD will provide the space for the Peer meeting and remote assessment if needed.

HPD will attend a two-hour Crisis Intervention Training for all police officers involved with the Project Connect program over the grant period.

Contract Deliverables – *(Contract Deliverables are the outputs associated with the Statement of Work. Sample Deliverables include, draft reports, final reports, assessments, studies, meetings, public hearings, number of clients served within a specified time period.)*

HPD will provide completed LEAD Police Forms
HPD will contact the Peer Recovery person from Foundations Recovery Center
HPD will provide offenders with appearance tickets
HPD will attend CIT training

Cost/Price & Payment Section – *(Total/Estimated contract costs shall be defined as well as method of payment. Define if this is a Completion Contract (paid in full when contract is completed) or if this is a Level of Effort Contract (progress payments will be made upon the completion of certain milestones/deliverables). If progress payments are to be made, the milestones/deliverable for payment must be clearly defined. Retainage requirements shall also be clearly defined.)*

The cost for overtime and CIT training overtime for the grant period totals \$11,000

Supporting Documentation – *(Supporting Documentation such as copies of vendor's proposals, technical data or drawings should also be included.)*

N/A

Insurance Certificates - *(All required insurance certificates; General Liability, Automotive, Professional Liability, Workman's Compensation and Disability shall be included with each contract request and contract extension request.)*

N/A