

# Public Safety Meeting Agenda



Committee Chair: Terry Clements

800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
[www.westchesterlegislators.com](http://www.westchesterlegislators.com)

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**Wednesday, September 27, 2023**

**4:15 PM**

**Committee Room**

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## CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website:

<https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

Legislator Colin Smith will be participating remotely from 1132 Main Street, Ste 1, Peekskill, NY 10566

Legislator Jose Alvarado will be participating remotely from 285 Nepperhan Avenue Yonkers, NY 10701

Legislator Symra Brandon will be joining remotely from 28 Wells Avenue Yonkers, NY 10701

## MINUTES APPROVAL

### I. ITEMS FOR DISCUSSION

[2023-384](#)      **IMA-Prisoner Transportation-Harrison**

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the Town of Harrison in order to provide reimbursement for prisoner transportation to the Westchester County Jail for the term January 1, 2023 through December 31, 2027.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY**

#### Guests:

#### Department of Corrections:

William Fallon, Director of Administrative Services  
Karl Vollmer, Assistant Warden, Jail Division

[2023-385](#)      **IMA-Prisoner Transportation-21 Municipalities**

AN ACT authorizing the County of Westchester to enter into Intermunicipal Agreements with twenty-one (21) municipalities in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY**

**Guests:**

**Department of Corrections:**

William Fallon, Director of Administrative Services  
Karl Vollmer, Assistant Warden, Jail Division

[2023-401](#)      **IMA - Village of Port Chester - National Night Out**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Port Chester, acting by and through its Police Department, pursuant to which the Village of Port Chester will provide its National Night Out program within the period from January 1, 2023 through December 31, 2023 for a total amount not to exceed ONE THOUSAND (\$1,000) DOLLARS.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY**

[2023-417](#)**IMA-Mobile Radios for Police Vehicles-Municipalities**

AN ACT authorizing the County of Westchester to enter into Intermunicipal Agreements with municipalities for the County to furnish the municipalities with mobile radios for their municipal police vehicles for the purpose of the parties sharing their respective radio communication systems for mutual aid purposes.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY**

**Guests:****Department of Emergency Services:**

Commissioner, Richard Wishnie

Deputy Commissioner, Susan Spear

Director EMS and Communications Division Director EMS, Chief Michael Volk

Communication and RTC Liaison, Noah Goldberg

**Department of Public Safety:**

Captain James Greer

Sergeant Joseph Spinelli

**Department of Information Technology:**

Information Technology - Radio Group, Adam Epstein

IT Consultant, Danish Syed

**II. OTHER BUSINESS****III. RECEIVE & FILE****ADJOURNMENT**



George Latimer  
County Executive

August 24, 2023

Westchester County Board of Legislators  
800 Michaelian Office Building  
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester (the "County") is required to transport at its own expense prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the Town of Harrison ("Harrison") for the term commencing January 1, 2023 and terminating December 31, 2027 in order to reimburse amounts not to exceed: \$33,528 in 2023; \$34,529 in 2024; \$35,565 in 2025; \$36,721 in 2026 and \$37,824 in 2027 for a total amount not to exceed \$178,168 to be reimbursed to Harrison. This IMA will allow the County to reimburse Harrison for the costs it incurs in transporting prisoners who have been arraigned between Harrison and the Westchester County Jail.

The rate of reimbursement to Harrison for round trip transportation will be at a flat rate, which will be at the following rates per round trip: \$289.04 in 2023, \$296.27 in 2024, \$303.67 in 2025, \$312.02 in 2026 and \$320.60 in 2027. The County will also reimburse Harrison the cost of mileage at the then-current Internal Revenue Service rate per mile and for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Office of the County Executive

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

Telephone: (914)995-2900 E-mail: (914) ceo@westchestergov.com





The Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed prisoner transportation does not meet the definition of an "action" and therefore, no further environmental review is required. Please refer to the memorandum of the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

I believe that this agreement with the Town of Harrison is in the best interests of the County of Westchester, and I therefore, recommend that your Honorable Board approve the annexed legislation.

Very truly yours,

A handwritten signature in black ink, appearing to read "George Latimer". The signature is fluid and cursive, with a large initial "G" and "L".

George Latimer  
County Executive

GL/DI  
Att.

**TO THE COUNTY BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER**

Upon a communication from the County Executive, your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester (the “County”) is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County must provide meals to such prisoners.

The County Executive has forwarded legislation which would authorize the County to enter into an intermunicipal agreement (“IMA”) with the Town of Harrison (“Harrison”) in order to reimburse amounts not to exceed: \$33,528 in 2023; \$34,529 in 2024; \$35,565 in 2025; \$36,721 in 2026 and \$37,824 in 2027 for a total amount not to exceed \$178,168 to be reimbursed to Harrison for the term commencing January 1, 2023 and terminating December 31, 2027. This IMA will allow the County to reimburse Harrison for the costs it incurs in transporting prisoners between Harrison and the Westchester County Jail.

Reimbursement to Harrison will be for round trip transportation. The County will reimburse Harrison for prisoner transportation at the following flat rates per round trip: \$289.04 in 2023, \$296.27 in 2024, \$303.67 in 2025, \$312.02 in 2026 and \$320.60 in 2027. The County will also reimburse Harrison for mileage at the then-current Internal Revenue Service rate per mile, and the actual and reasonable cost of meals provided to post-arraignment prisoners.

Your Committee is advised by the Department of Planning that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act (“SEQRA”) Regulations, the proposed prisoner transportation does not meet the definition of an “action” and no further environmental review is required.

Please refer to the memorandum of the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this conclusion.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: \_\_\_\_\_, 2023  
White Plains, New York

COMMITTEE ON  
C/DI 7/12/23

# FISCAL IMPACT STATEMENT

SUBJECT: Town of Harrison 2023-2027

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A)  GENERAL FUND       AIRPORT       SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost      \$ 33,528

Total Current Year Revenue \$ \_\_\_\_\_

Source of Funds (check one):       Current Appropriations

Transfer of Existing Appropriations       Additional Appropriations       Other (explain)

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses:      Annual Amount \$ \_\_\_\_\_

Describe: 2023- \$33,528.00 (to reimburse the municipalities for transporting prisoners and reimbursement will be based on approved zone rates).

Potential Related Revenues:      Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: N/A

Next Four years: 2024 - \$34,529, 2025 - \$35,565, 2026 - \$36,721, 2027 - \$37,824

Prepared by: Robert Priore

Title: Asst. Director Of Administrative Services

Department: Correction

Reviewed By: \_\_\_\_\_

Budget Director

8/31/23

*ASB*

If you need more space, please attach additional sheets.

**ACT NO. - 2023**

**AN ACT** authorizing the County of Westchester to enter into an Intermunicipal Agreement with the Town of Harrison in order to provide reimbursement for prisoner transportation to the Westchester County Jail for the term January 1, 2023 through December 31, 2027.

**BE IT ENACTED**, by the County Board of Legislators of the County of Westchester, State of New York as follows:

**Section 1.** The County of Westchester (the “County”) be and hereby is authorized to enter into an Intermunicipal Agreement with the Town of Harrison (“Harrison”) in order to reimburse Harrison for the cost to transport prisoners round trip between Harrison and the Westchester County Jail located at Valhalla, New York, at a cost not to exceed \$178,168 for the term commencing January 1, 2023 and terminating December 31, 2027.

**§2.** The County will reimburse Harrison for prisoner transportation as follows:

	<u>Round Trip</u>	<u>Annual not to exceed amount</u>
2023	\$289.04	\$33,528
2024	\$296.27	\$34,529
2025	\$303.67	\$35,565
2026	\$312.02	\$36,721
2027	\$320.60	<u>\$37,824</u>
	<b>TOTAL</b>	<b>\$178,168</b>

The County will also reimburse Harrison for mileage at the then-current Internal

Revenue Service rate per mile, and for the actual and reasonable costs of meals provided to post-arraignment prisoners.

§3. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and take all action necessary and appropriate to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

**TOWN OF HARRISON**, a municipality of the State of New York having its office and place of business at \_\_\_\_\_ Harrison, New York

(hereinafter referred to as the “Municipality”)

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local

court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. The Municipality, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the following rates plus mileage, which is agreed to be 23 miles per round trip:

	<u>Rate per Round Trip</u>	<u>Annual Not to Exceed Amount</u>
2023	\$289.04	\$33,528
2024	\$296.27	\$34,529
2025	\$303.67	\$35,565
2026	\$312.02	\$36,721
2027	\$320.60	<u>\$37,824</u>
	TOTAL	\$178,168

The above rates will be paid as follows:

- For transportation to County Jail subsequent to arrest - 1 round trip plus mileage;
- For Transportation from County Jail to local court; no return - 1 round trip plus mileage;
- For Transportation from County Jail to local court; remand to County Jail, where the time expended does not exceed three (3) hours - 2 round trips plus mileage;

Only in the following circumstances will an hourly rate and mileage fee be paid, as an alternative to the rates set forth above:

- a. Transportation of female prisoners (1 officer and 1 matron). A minimum of four (4) hours will be reimbursed for a matron; or



- b. Transportation of seven (7) or more prisoners (requiring an additional officer); or
- c. Transportation of prisoners charged with Class A felonies OR classified by Department of Correction as an “A” or “AA” prisoner considered to present danger may require an additional officer; or
- d. Transportation from County Jail to local court and remand to County Jail where transportation time expended exceeds three (3) hours.

In the event that any one of conditions “a” through “d” above are met, then the actual per hour personnel costs incurred by the Municipality will be paid at the hourly wage and fringe benefit cost as determined in the applicable collective bargaining agreement between the Municipality and the Municipal Police Association for police officers and/or matrons plus a mileage.

Reimbursement for mileage shall be at the rate of sixty-five and one-half (\$.655) cents per mile, or at the then-current Internal Revenue Service mileage rate, multiplied by 23 miles.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality’s monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2027. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of

Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement pursuant to the Act approved by the Westchester County Board of Legislators on \_\_\_\_\_, 2023, shall not exceed \$173,661. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule “A” of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

7. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

8. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators and the governing legislative body of the Municipality.

**IN WITNESS WHEREOF**, the County and the Municipality have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE COUNTY OF WESTCHESTER**

**TOWN OF HARRISON**

By: \_\_\_\_\_  
Joseph Spano  
Commissioner of Correction

By: \_\_\_\_\_  
(Name)  
(Title)

Approved by the Westchester County Board of Legislators by Act No. 2023 - \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved by the Town Board of the Town of Harrison on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form and manner of execution:

Approved as to form and manner of execution:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
K/U/dcr/121062/ Harrison Agmt. 2023

\_\_\_\_\_

**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by me  
duly sworn did depose and say that he, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he is \_\_\_\_\_ of said municipal corporation.

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

CERTIFICATE OF AUTHORITY  
(Municipality)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ 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 \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_  
\_\_\_\_\_ 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 is  
the \_\_\_\_\_ of said municipal corporation.  
(title)

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

**SCHEDULE "A"**

**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.l) 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.







**George Latimer**  
County Executive

August 24, 2023

Westchester County Board of Legislators  
800 Michaelian Office Building  
White Plains, New York 10601

Dear Honorable Members of the Board:

Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester (the “County”) is required to transport at its own expense prisoners between local municipalities and the Westchester County Jail located in Valhalla, New York. In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into intermunicipal agreements (“IMAs”) with twenty-one (21) municipalities for prisoner transportation. The term of the IMAs commence January 1, 2023 and terminate December 31, 2024, and the annual reimbursement to the municipalities will not exceed \$715,000 annually for a total aggregate amount not to exceed \$1,430,000. These IMAs will allow the County to reimburse the municipalities for the costs they incur in transporting prisoners, who have been arraigned in local courts, between each municipality and the Westchester County Jail.

Reimbursement to the municipalities will be pursuant to four zone rates which are fixed fees plus the mileage to and from the Westchester County Jail multiplied by the then current Internal Revenue Service mileage rate. The zone rates represent an increase of 2.75% each year. The County will also reimburse the municipalities for the actual and reasonable cost of meals provided to post-arraignment prisoners.

The Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act (“SEQRA”) Regulations, the proposed prisoner transportation does not meet the definition of an “action” and therefore, no further environmental review is required. Please refer to the memorandum of the Department of Planning dated January 12, 2023, which is on file

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with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

I believe that these agreements are in the best interests of the County of Westchester, and I therefore, recommend that your Honorable Board approve the annexed legislation.

Very truly yours,

A handwritten signature in cursive script, appearing to read "George Latimer".

George Latimer  
County Executive

GL/DI  
Att.

**TO THE COUNTY BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER**

Upon a communication from the County Executive, your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester (the “County”) is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located in Valhalla, New York. In addition, the County must provide meals to such prisoners.

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Your Committee is advised by the Department of Planning that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act (“SEQRA”) Regulations, the proposed prisoner transportation does not meet the definition of an “action” and therefore, no further environmental review is required.

Please refer to the memorandum of the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this conclusion.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required in order to adopt the annexed Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: \_\_\_\_\_, 2023  
White Plains, New York

COMMITTEE ON

C/DI 7/12/23

# FISCAL IMPACT STATEMENT

SUBJECT: Pris. Transport Zones 2023-2024

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A)  GENERAL FUND       AIRPORT       SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost      \$ 715,000

Total Current Year Revenue \$ \_\_\_\_\_

Source of Funds (check one):       Current Appropriations

Transfer of Existing Appropriations       Additional Appropriations       Other (explain)

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses:      Annual Amount \$ \_\_\_\_\_

Describe: 2023 - \$715,000.00 (to reimburse the municipalities for transporting prisoners and reimbursement will be based on approved zone rates).

Potential Related Revenues:      Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: N/A

Next Four years: 2024 - \$715,000.00

Prepared by: Robert Priore

Title: Asst. Director of Admin Services

Department: Corrections

Date: 8/14/23

Reviewed By: \_\_\_\_\_

Budget Director

8/31/23

If you need more space, please attach additional sheets.

**ACT NO. - 2023**

**AN ACT** authorizing the County of Westchester to enter into Intermunicipal Agreements with twenty-one (21) municipalities in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

**BE IT ENACTED**, by the Board of Legislators of the County of Westchester, State of New York as follows:

**Section 1.** The County of Westchester (the “County”) is hereby authorized to enter into Intermunicipal Agreements (“IMAs”) with the twenty-one (21) municipalities indicated in Appendix “A”, which is attached hereto and made a part hereof, in order to reimburse the municipalities for the cost to transport prisoners round trip between each municipality and the Westchester County Jail located at Valhalla, New York.

**§2.** The County will reimburse each municipality for the costs for round trip prisoner transportation at the rates indicated in Appendix “A”. Reimbursement will also be made for the actual and reasonable costs of meals provided to post-arraignment prisoners. Reimbursement pursuant to the IMAs will not exceed \$715,000 annually for a total aggregate amount not to exceed \$1,430,000.

**§3.** The term of these IMAs shall be for the period January 1, 2023 through December 31, 2024.

**§4.** The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and take all action necessary and appropriate to accomplish the purposes hereof.

**§5.** This Act shall take effect immediately.

**APPENDIX A**

**ZONE PLAN REIMBURSEMENT RATES  
WITH DISTANCE TRAVELED TO AND FROM**

**WESTCHESTER COUNTY DEPARTMENT OF CORRECTION**

**(Effective Term: January 1, 2023 through December 31, 2024)**

**2023 / 2024 ZONES RATES**

<b>ZONE #1</b>	<b>ROUND TRIP REIMBURSEMENT</b>
1/1/23 - 12/31/23	\$225.41
1/1/24 - 12/31/24	\$231.61
Elmsford, Village	
Pleasantville, Village	
Sleepy Hollow, Village	
Tarrytown, Village	

<b>ZONE #3</b>	<b>ROUND TRIP REIMBURSEMENT</b>
1/1/23 - 12/31/23	\$247.95
1/1/24 - 12/31/24	\$254.75
Port Chester, Village	
Mamaroneck, Village	
Pelham Town	
Rye Brook, Village	
Tuckahoe, Village	
Rye, City	
Eastchester, Town	

<b>ZONE #2</b>	<b>ROUND TRIP REIMBURSEMENT</b>
1/1/23 - 12/31/23	\$236.71
1/1/24 - 12/31/24	\$243.21
Ardsley, Village	
Briarcliff Manor, Village	
Dobbs Ferry, Village	
Hastings-on-Hudson, Village	
Irvington, Village	
New Castle, Town	
North Castle	
Ossining, Village	
Scarsdale, Village	

<b>ZONE #4</b>	<b>ROUND TRIP REIMBURSEMENT</b>
1/1/23 - 12/31/23	\$259.25
1/1/24 - 12/31/24	\$266.39
Pelham Manor (Village)	

The above Zone Rates will be reimbursed plus mileage to be reimbursed at \$.655 (or the then current IRS mileage rate) times distance.

**PRISONER TRANSPORTATION--ZONE RATE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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 municipality of the State of New York having its office and place of business at \_\_\_\_\_

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local



court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. All municipalities, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the rate plus mileage per round trip indicated in the Zone Rate Plan attached hereto as Appendix "A" and made a part hereof. The rate will be paid as follows:

For transportation to County Jail subsequent to arrest - 1 round trip plus mileage;

For Transportation from County Jail to local court; no return - 1 round trip plus mileage;

For Transportation from County Jail to local court; remand to County Jail, where the time expended does not exceed three (3) hours - 2 round trips plus mileage;

Only in the following circumstances will an hourly rate and mileage fee be paid, as an alternative to the zone rate set forth above:

- a. Transportation of female prisoners (1 officer and 1 matron). A minimum of four (4) hours will be reimbursed for a matron; or
- b. Transportation of seven (7) or more prisoners (requiring an additional officer); or
- c. Transportation of prisoners charged with Class A felonies OR classified by Department of Correction as an "A" or "AA" prisoner considered to present danger may warrant (requiring an additional officer); or
- d. Transportation from County Jail to local court and remand to County Jail where time expended exceeds three (3) hours.

In the event that any one of conditions "a" through "d" above are met, then the actual per hour personnel costs incurred by the Municipality will be paid at the hourly wage

and fringe benefit cost as determined in the applicable collective bargaining agreement between the Municipality and the Municipal Police Association for police officers and/or matrons plus a mileage.

Reimbursement for mileage shall be at the rate of Sixty-six and one-half cents (\$.655) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage indicated in Appendix "A".

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2024. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement and the agreements with the other municipalities for zone rate prisoner transportation pursuant to the Act No of the Westchester County Board of Legislators approved on , 2023, shall not

exceed \$1,430,000. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

8. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

9. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.

**IN WITNESS WHEREOF**, the County and the Municipality have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Joseph K. Spano  
Commissioner of Correction

By: \_\_\_\_\_  
(Name)  
(Title)

Approved by the Westchester County Board of Legislators by Act No. 2023 - \_\_\_\_\_ on the  
day of \_\_\_\_\_, 2023.

Approved as to form and  
manner of execution: \_\_\_\_\_

Approved as to form and  
manner of execution: \_\_\_\_\_

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
IDCR/131060/Zone Rate Agmt. 2023

\_\_\_\_\_

**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by me  
duly sworn did depose and say that he, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he is \_\_\_\_\_ of said municipal corporation.

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

CERTIFICATE OF AUTHORITY  
(Municipality)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ 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 \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_  
\_\_\_\_\_ 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 is  
the \_\_\_\_\_ of said municipal corporation.  
(title)

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

**APPENDIX A**

**ZONE PLAN REIMBURSEMENT RATES  
WITH DISTANCE TRAVELED TO AND FROM**

**WESTCHESTER COUNTY DEPARTMENT OF CORRECTION**

**(Effective Term: January 1, 2023 through December 31, 2024)**

**2023 / 2024 ZONES RATES**

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Pelham Town	
Rye Brook, Village	
Tuckahoe, Village	
Rye, City	
Eastchester, Town	

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Briarcliff Manor, Village	
Dobbs Ferry, Village	
Hastings-on-Hudson, Village	
Irvington, Village	
New Castle, Town	
North Castle	
Ossining, Village	
Scarsdale, Village	

<b>ZONE #4</b>	<b>ROUND TRIP REIMBURSEMENT</b>
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1/1/24 - 12/31/24	\$266.39
Pelham Manor (Village)	

The above Zone Rates will be reimbursed plus mileage to be reimbursed at \$.655 (or the then current IRS mileage rate) times distance.

## 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.

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the Chair of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the Village of Port Chester (the “Municipality”), acting by and through its Police Department (the “PD”), pursuant to which the Municipality will provide its National Night Out program (the “Program”) within the period from January 1, 2023 through December 31, 2023.

The County will pay the Municipality a total amount not to exceed One Thousand (\$1,000.00) Dollars, payable in full after submission by the Municipality of an invoice within thirty (30) days of full execution of the Agreement, pursuant to an approved budget.

In consideration, the PD will provide the Program on or about Tuesday, August 1, 2023. The Program is a community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make neighborhoods safer, more caring places. The Program enhances the relationship between the residents of the Municipality and the PD, all while creating a sense of community. Furthermore, the Program provides an opportunity to bring the PD and the community together in a positive setting.

Under said Program, the Municipality shall provide a variety of activities that allow the community to come out and meet the PD’s officers and interact with the PD in a positive environment. The Program shall also provide food and beverages and youth / children themed activities such as inflatable bouncy house and slides.

Your Committee has determined that there is a clear and overwhelming need for the Program. Accordingly, your Committee recommends authorizing the County to enter into the IMA.

The Department of Planning has advised that the proposed IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 12, 2023, which is on file with the clerk of your Honorable Board. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed legislation authorizing the above-mentioned inter-municipal agreement and recommends its approval.

Dated: \_\_\_\_\_, 2023  
White Plains, New York

**COMMITTEE ON:**

c:mb

**ACT NO. 2023-\_\_\_**

**AN ACT** authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Port Chester, acting by and through its Police Department, pursuant to which the Village of Port Chester will provide its National Night Out program within the period from January 1, 2023 through December 31, 2023 for a total amount not to exceed \$1,000.00.

**BE IT ENACTED** by the Board of Legislators of the County of Westchester as follows:

**Section 1.** The County of Westchester (the “County”), is hereby authorized to enter into an inter-municipal agreement with the Village of Port Chester (the “Municipality”), acting by and through its Police Department (the “PD”), pursuant to which the Municipality will provide its National Night Out program (the “Program”) within the period from January 1, 2023 through December 31, 2023, for a total amount not to exceed One Thousand (\$1,000.00) Dollars, payable in full after submission by the Municipality of an invoice within thirty (30) days of full execution of the Agreement, pursuant to an approved budget.

§2. The Municipality shall submit a written report, including statistics, to the County, of the Program. Evaluations will be based on the extent to which objectives of the Program were accomplished.

§3. The Chair of the Board of Legislators or his/her duly authorized designee (the “Chair”) is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

# FISCAL IMPACT STATEMENT

SUBJECT: IMA Village of Port Chester  NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND  AIRPORT FUND  SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 1,000

Total Current Year Revenue \$ -

Source of Funds (check one):  Current Appropriations  Transfer of Existing Appropriations

Additional Appropriations  Other (explain)

Identify Accounts: 101-52-2508-5100

An intermunicipal agreement with the Village of Port Chester for their National Night Out Program

Potential Related Operating Budget Expenses: Annual Amount \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Potential Related Operating Budget Revenues: Annual Amount \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \_\_\_\_\_

Next Four Years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: September 18, 2023

Reviewed By: 

Budget Director

Date: 9/18/23



**FOURTH:** The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

**FIFTH:** The Municipality shall report to the County on its progress toward completing the Services, as the Chair of the Westchester County Board of Legislators or his/her duly authorized designee (the "Chair") may request, and shall immediately inform the Chair in writing of any cause for delay in the performance of its obligations under this Agreement.

No later than thirty (30) days after the end of the term of the Agreement, the Municipality shall submit to the Chair, a written performance measurement report which shall provide details about the Program, including the number of participants in each activity.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality's performance under this Agreement. Such audit may include requests for documentation, reports or other information which the Chair may, in the Chair's discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

**SIXTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds



appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

**SEVENTH:** (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Services immediately and incur no further costs in furtherance of this Agreement without the express approval of the Chair, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Municipality prior to the date of termination, it is understood and agreed that the Chair shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-

eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

**EIGHTH: INSURANCE AND INDEMNIFICATION:** The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "C" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "C", it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

In addition to, and not in limitation of the insurance requirements set forth in this Agreement, the Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," 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.

**NINTH:** The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**TENTH:** The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor. The Municipality shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Services hereunder.

**ELEVENTH:** All records or recorded data of any kind compiled by the Municipality in completing the Services described in this Agreement, including but not limited to written reports, studies, drawings, computer printouts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Chair. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

**TWELFTH:** The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. Any purported delegation of duties, assignment of rights or subcontracting of Services under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Services performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Services shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Municipality shall submit to the Chair a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

**THIRTEENTH:** The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors and/or subcontractors are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

**FOURTEENTH:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Services or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

**FIFTEENTH:** 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 delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as 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. Notices shall be sent to the following:

To the County: Chair, Westchester County Board of Legislators  
Michaelian Office Building  
148 Martine Avenue, 8<sup>th</sup> Floor  
White Plains, New York 10601

with a copy to: County Attorney  
Michaelian Office Building  
148 Martine Avenue, Room 600  
White Plains, New York 10601

To the Municipality: Village of Port Chester  
22 Grace Church Street,  
Port Chester, New York 10573

With a copy to:

Village of Port Chester Police Department  
350 N Main Street  
Port Chester, New York 10573

**SIXTEENTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous

negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

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

**EIGHTEENTH:** The Municipality recognizes that this Agreement does not grant the Municipality the exclusive right to perform the Services for the County and that the County may enter into similar agreements with other Municipalities on an “as needed” basis.

**NINETEENTH: VENDOR DIRECT PAYMENT:** All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form attached hereto as Schedule “D”. If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

**TWENTIETH:** The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

**TWENTY-FIRST:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the



same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK/ SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the County of Westchester and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name: Honorable Vedat Gashi  
Title: Chair, Westchester County Board of Legislators

**THE MUNICIPALITY**

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

Authorized by the Westchester County Board of Legislators by Act No. \_\_\_\_\_ duly adopted on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved

\_\_\_\_\_  
Assistant County Attorney  
County of Westchester  
k/bara/bol/IMA Village of Port Chester NNO CON131386



**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared \_\_\_\_\_, 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: \_\_\_\_\_

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

RPL § 309-a; NY CPLR § 4538

DRAFT

**CERTIFICATE OF AUTHORITY**

**(Municipality)**

I, \_\_\_\_\_,  
*(Officer other than officer signing contract)*  
certify that I am the \_\_\_\_\_ 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, Village Law, General Municipal Law)*

named in the foregoing agreement that \_\_\_\_\_  
*(Person executing agreement)*

who signed said agreement on behalf of the Municipality was, at the time of execution  
of the Municipality,  
\_\_\_\_\_  
*(Title of such person),*

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
*(Village Board, Village Board, Municipality Council)*

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
*(Signature)*

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_  
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 is  
the \_\_\_\_\_ of said municipal corporation.  
*(title)*

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

## SCHEDULE "A"

### SCOPE / SPECIFICATIONS

Municipality shall provide the County with its annual "National Night Out" Program on Tuesday, August 1, 2023. National Night Out is referred to as America's night out against crime and is the largest community-police awareness raising-event held nationwide. It focusses on bringing the community together to heighten crime and drug prevention awareness, generate support and participation in local anticrime efforts.

Under said Program, Municipality shall provide a variety of activities that allow the community to come out and meet the Police Department's officers and interacts with the Police Department in a positive environment. The Program shall also provide food and beverages and youth/ children themed activities such as inflatable bouncy house and slides.

National Night Out Program is a community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make neighborhoods safer and more caring places to live. National Night Out Program enhances the relationship between Village of Port Chester residents and the Village of Port Chester Police Department, all while creating a sense of community. Furthermore, National Night Out Program provides a great opportunity to bring the Village of Port Chester Police Department and the community together in a positive setting.

DRAFT

**SCHEDULE "B"**

**APPROVED BUDGET**

1. 2023 National Night Out Program on Tuesday, August 1, 2023

a. Entertainment (inflatable race car bouncy house and double lane slide)

b. Food (popcorn machine, cotton candy machine)

Total Not to Exceed Amount:

\$1,000.00

DRAFT

**SCHEDULE C**  
**STANDARD INSURANCE PROVISIONS**  
(Youth & Human Services)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor 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 Contractor'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 Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Contractor 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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

3. All policies of the Contractor 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 Contractor.

## SCHEDULE "D"

### Westchester County Vendor Direct Program Frequently Asked Questions

**1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

**2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?**

Yes.

**3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

**4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

**5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

**6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.


**7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

**8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?**

This is to ensure the authenticity of the account being set up to receive your payments.



	Westchester County • Department of Finance • Treasury Division	Authorization is: <i>(check one)</i> <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
	<b>Electronic Funds Transfer (EFT)          Vendor Direct Payment Authorization Form</b>	
<b>INSTRUCTIONS:</b> Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.		

**Section I - Vendor Information**

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:		Contact Person Telephone Number:
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____		_____
Authorized Signature	Print Name/Title	Date

**Section II- Financial Institution Information**

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:		12. Bank Account Title:
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____		_____
Authorized Signature	Print Name / Title	Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned | | | | |

**Electronic Funds Transfer (EFT)  
Vendor Direct Payment Authorization Form**

**GENERAL INSTRUCTIONS**

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

**Section I - VENDOR INFORMATION**

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

**Section II - FINANCIAL INSTITUTION INFORMATION**

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

September 18, 2023

TO: Hon. Vedat Gashi, Chair  
Hon. Nancy Barr, Vice Chair  
Hon. Jose Alvarado, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer   
Westchester County Executive

RE: **Message Requesting Immediate Consideration: IMA – Mobile Radios to Municipalities for Police Vehicles.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators September 18, 2023 Agenda.

Transmitted herewith for your consideration is an Act, which if adopted, would authorize the County of Westchester to enter into IMAs with Municipalities with reference to the above.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for September 18, 2023 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

# Westchester County

George Latimer  
County Executive

September 18, 2023

Westchester County Board of Legislators  
800 Michaelian Office Building  
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration is an act (the “Act”), which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into intermunicipal agreements (“IMAs”) with municipal corporations as defined in Article 5-G of the New York State General Municipal Law and located both within and outside of the physical boundaries of Westchester County (collectively, the “Municipalities”), whereby the County will provide mobile radios to the Municipalities for installation into their municipal police vehicles, which will enable the parties to share their respective radio communication systems for mutual aid purposes.

By way of background, pursuant to Local Law No. 13-2020 adopted on September 14, 2020, your Honorable Board authorized the County to enter into intermunicipal agreements with the Municipalities concerning the Mutual Aid and Rapid Response Plan for police mutual aid.

The County currently operates public safety radio communication systems for the County Department of Public Safety (“DPS”), the Department of Emergency Services (“DES”), and the Department of Public Works and Transportation (“DPWT”) Bee-Line transit operations, as well as for communication between the County and emergency first responders throughout Westchester County and the surrounding jurisdictions (the “County Radio Systems”).

However, there is currently no unified system in place with regard to local police radio communication in police cars. In addition, the various local police departments operate on different frequencies (UHF, VHF, 700/800 MHz) and, as a result, some police cars are unable to communicate with other police cars while responding to mutual aid events.

Office of the County Executive  
Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Telephone: (914) 995-2900 E-mail: [ceo@westchestercountyny.gov](mailto:ceo@westchestercountyny.gov)

The County wishes to provide each Municipality with mobile radios, which the Municipality will be responsible to install in its police vehicles.

The County, in its sole discretion, will determine the number and type of mobile radios to be provided to each Municipality and will also provide the initial radio programming for the mobile radios.

The County will initially program the mobile radios with channels on the County Radio Systems, as well as channels on the Municipalities' local radio communication systems, so that they can communicate with each other, as well as with other law enforcement, fire and EMS agencies, for mutual aid purposes. Any reprogramming by the Municipalities will require prior written approval of the County, which approval will be in the County's sole discretion.

Under the proposed IMAs, the Municipalities are responsible to install, operate, maintain, repair, reprogram and use the mobile radios at their sole cost and expense. The Municipalities are also responsible, at their sole cost and expense, to maintain the mobile radios in good working order and condition, and repair or replace the mobile radios if damaged following the mobile radios' warranty period, if any. The Municipalities are also required to participate in testing and training on the new equipment.

There are numerous benefits to entering into the IMAs, including the following:

(1) The County will be able to share Countywide law enforcement interoperability channel(s) on the trunked County Radio Systems to coordinate real time communications during mutual aid events.

(2) The County will be able to share County trunked radio channels that will allow local police in the police cars to communicate with local fire and EMS agencies during mutual aid events.

(3) The County will be able to share access to existing national radio interoperability channels available in Westchester County.

(4) The Municipalities will share their local radio communication systems with the County, and allow the County, local law enforcement, fire and EMS to communicate on the Municipality's local radio communication systems during mutual aid events.

(5) The unified system will be used for the County's Real Time Crime Center to allow the local police in the police cars to communicate with DPS and other local police cars, especially in situations where the response requires crossing jurisdictional lines and setting up perimeters.

Your Honorable Board may recall that funding for the mobile radios was authorized by Bond Act No. 111-2018 (BIT32), which was adopted on July 16, 2018, as amended by Bond Act No. 203-2020, which was adopted on November 9, 2020.

The term of each IMA will be five (5) years commencing on January 1, 2024.

The Planning Department has advised that the proposed IMAs do not meet the definition of an “action” under the New York State Environmental Quality Review Act (“SEQR”) and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Accordingly, I respectfully recommend your Honorable Board’s approval of the attached Act.

Sincerely,

A handwritten signature in cursive script, appearing to read "George Latimer".

George Latimer  
County Executive

Attachments

GL/RAN

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a transmittal from the County Executive recommending approval of an act (the “Act”), which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into intermunicipal agreements (“IMAs”) with municipal corporations as defined in Article 5-G of the New York State General Municipal Law and located both within and outside of the physical boundaries of Westchester County (collectively, the “Municipalities”), whereby the County will provide mobile radios to the Municipalities for installation into their municipal police vehicles, which will enable the parties to share their respective radio communication systems during mutual aid events.

Your Committee has been informed that, pursuant to Local Law No. 13-2020 adopted on September 14, 2020, your Honorable Board authorized the County to enter into intermunicipal agreements with the Municipalities concerning the Mutual Aid and Rapid Response Plan for police mutual aid.

Your Committee has been further informed that, the County currently operates public safety radio communication systems for the County Department of Public Safety (“DPS”), the Department of Emergency Services (“DES”), and the Department of Public Works and Transportation (“DPWT”) Bee-Line transit operations, as well as for communication between the County and emergency first responders throughout Westchester County and the surrounding jurisdictions (the “County Radio Systems”). However, there is currently no unified system in

place with regard to local police radio communication in police cars. In addition, the various local police departments operate on different frequencies (UHF, VHF, 700/800 MHz) and, as a result, some police cars are unable to communicate with other police cars while responding to mutual aid events.

The County wishes to provide each Municipality with mobile radios, which the Municipality will be responsible to install in its police vehicles.

The County, in its sole discretion, will determine the number and type of mobile radios to be provided to each Municipality and will also provide the initial radio programming for the mobile radios.

The County will initially program such mobile radios with channels on the County Radio Systems, as well as channels on the Municipalities' local radio communication systems, so that they can communicate with each other, as well as with other law enforcement, fire and EMS agencies, for mutual aid purposes. Any reprogramming by the Municipalities will require prior County written approval, which approval will be in the County's sole discretion.

Under the proposed IMAs, the Municipalities are responsible to install, operate, maintain, repair, reprogram and use the mobile radios at their sole cost and expense. The Municipalities are also responsible, at their sole cost and expense, to maintain the mobile radios in good working order and condition, and repair or replace the mobile radios if damaged following the mobile radios' warranty period, if any. The Municipalities are also required to participate in



testing and training on the new equipment.

Your Committee is informed that there are numerous benefits to entering into the IMAs, including the following:

(1) The County will be able to share Countywide law enforcement interoperability channel(s) on the trunked County Radio Systems to coordinate real time communications during mutual aid events.

(2) The County will be able to share County trunked radio channels that will allow local police in the police cars to communicate with local fire and EMS agencies during mutual aid events.

(3) The County will be able to share access to existing national radio interoperability channels available in Westchester County.

(4) The Municipalities will share their local radio communication systems with the County and allow the County, local law enforcement, fire and EMS to communicate on the Municipality's local radio communication systems during mutual aid events.

(5) The unified system will be used for the County's Real Time Crime Center to allow the local police in the police cars to communicate with DPS and other local police cars, especially in situations where the response requires crossing jurisdictional lines and setting up

perimeters.

Your Honorable Board may recall that funding for the mobile radios was authorized by Bond Act No. 111-2018 (BIT32), which was adopted on July 16, 2018, as amended by Bond Act No. 203-2020, which was adopted on November 9, 2020.

The term of each IMAs will be five (5) years commencing on January 1, 2024.

The Planning Department has advised that the proposed IMAs do not meet the definition of an “action” under the New York State Environmental Quality Review Act (“SEQR”) and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. Therefore, no further environmental review is required. Your Committee concurs with this recommendation.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered the proposed legislation and recommends your Honorable Board's favorable action on the annexed Act.

Dated:                    20\_\_  
                                White Plains, New York

**COMMITTEE ON**

Cran 8.4.23

# FISCAL IMPACT STATEMENT

SUBJECT: IMA-Mobile Radios for Police Vehicles  NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

Source of Funds (check one):  Current Appropriations  Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: N/A

The term of the IMA shall be 5 years commencing January 1, 2024.

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Authorizing the County to enter into Intermunicipal Agreements with municipalities for the County to furnish the municipalities with mobile radio for their municipal police vehicles for the purpose of the parties sharing their respective radio communication systems for mutual aid purposes.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: N/A

Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: September 18, 2023

Reviewed By: 

PH  
Budget Director

Date: 9/16/23

ACT NO. 2023 - \_\_\_\_\_

AN ACT authorizing the County of Westchester to enter into Intermunicipal Agreements with municipalities for the County to furnish the municipalities with mobile radio for their municipal police vehicles for the purpose of the parties sharing their respective radio communication systems for mutual aid purposes.

**BE IT ENACTED** by the Board of Legislators of the County of Westchester, as follows:

**Section 1.** The County of Westchester ("County") be and hereby is authorized to enter into inter-municipal agreements ("IMAs") with municipal corporations as defined in Article 5-G of the New York State General Municipal Law and located both within and outside of the physical boundaries of Westchester County (collectively the "Municipalities"), for the County to furnish the Municipalities with mobile radios for the Municipalities to install in their municipal police vehicles for the purpose of the County and the Municipalities sharing their respective radio communication systems for mutual aid purposes.

§ 2. The County in its sole discretion shall determine the number and type of mobile radio to be furnished to the Municipalities.

§ 3. The County, in its sole discretion, shall provide the initial radio programming for the mobile radios. Any reprogramming by the Municipalities will require prior County written approval, which approval shall be in the County's sole discretion.

§ 4. The Municipalities shall be responsible for installation, operation, maintenance, repair, reprogramming and use of the mobile radios at their sole cost and expense.

§ 5. The Municipalities shall, at their sole cost and expense, maintain the mobile radios in

good working order and condition, and shall be responsible for the repair or replacement of the mobile radios if damaged following the mobile radios warranty period, if any.

§ 6. The term of the IMAs shall be five (5) years commencing January 1, 2024.

§ 7. The County Executive or his duly authorized designee is hereby empowered to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

§ 8. This Local Law shall take effect immediately.

**THIS INTERMUNICIPAL AGREEMENT** (the "Agreement"), made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County",)

and

\_\_\_\_\_, a municipal corporation of the State of New York, having an office and place of business at \_\_\_\_\_ (hereinafter referred to as the "Municipality").

(The "County" and "Municipality" are referred to collectively as the "Parties".)

**W I T N E S S E T H:**

**WHEREAS**, pursuant to Local Law No. 13-2020 adopted by the County Board of Legislators on September 14, 2020, the Parties entered into an intermunicipal agreement for police mutual aid pursuant to the Mutual Aid and Rapid Response Plan (the "Plan"); and

**WHEREAS**, the County operates public safety radio communication systems for the County Department of Public Safety ("DPS"), the Department of Emergency Services ("DES"), and the Department of Public Works and Transportation ("DPWT") Bee-Line transit operations, as well as for the communication between the County and emergency first responders throughout Westchester County and the surrounding jurisdictions (the "County Radio Systems"); and

**WHEREAS**, the Municipality is in need of mobile radios for its municipal police vehicles programmed with radio communication systems that will allow it to communicate with the County, law enforcement, fire, EMS and other first responders for mutual aid purposes; and

**WHEREAS**, the County wishes to furnish the mobiles radios to the Municipality for installation in its municipal police vehicles, and the Municipality wishes to accept the mobile radios according to the terms set forth herein.

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

**ARTICLE I**

**DISTRIBUTION, INSTALLATION AND PROGRAMMING OF THE MOBILE  
SUBSCRIBER RADIOS**

**Section 1.1.** The County, acting through the Westchester County Commissioner of Department of Public Safety or his designee, (the “Commissioner”), shall furnish the Municipality with mobile radios, including hardware, supplies, cabling, antennas, microphones and accessories as described in Schedule “A” (the “Subscriber Equipment”), for the Municipality to install, at its sole cost and expense, in its municipally-owned police vehicles according to the terms set forth in this Agreement. Schedule “A” is also referred herein to as the “Subscriber Equipment List.”

**Section 1.2.** The County or its vendor shall distribute the Subscriber Equipment to the Municipality. The Parties agree that upon delivery of the Subscriber Equipment the Municipality shall sign for and acknowledge receipt of the Subscriber Equipment by executing a written receipt for same, which shall be on a form prepared by the County and include the recipient, quantity, make, model and serial number of each item of Subscriber Equipment. The Parties further agree that Schedule “A” shall be updated to reflect the information in the receipt, and that the updated Schedule “A” shall be deemed a part of this Agreement.

**Section 1.3.** The Municipality acknowledges that the distribution of Subscriber Equipment is subject to the availability of funding. It shall be within the County's sole and complete discretion as to how much and what type of Subscriber Equipment to distribute to the Municipality.



**Section 1.4.** The Municipality shall be responsible for installing the Subscriber Equipment into the municipal police vehicles as set forth in Schedule “A” at its sole cost and expense. The Municipality shall complete the installation within \_\_\_\_ days of receiving the allocated Subscriber Equipment, which time period may be extended by written consent of the Commissioner. If the Municipality fails to install the Subscriber Equipment within such time period, it shall immediately return the Subscriber Equipment to the County upon the County’s request and/or the County shall have the right to repossess the Subscriber Equipment with no fine, penalty or prosecution for such repossession.

**Section 1.5.** The County will provide the Subscriber Equipment, as well as the initial radio programming services, at no charge to the Municipality. The initial radio programming of the Subscriber Equipment shall be in the sole discretion of the County (the “Original Programming Template”). The Original Programming Template may include (a) the County designated channels on the County Radio Systems to enable access to countywide law enforcement interoperability channels, local fire and EMS channels, and national interoperability channels, for mutual aid purposes, and (b) the local radio communication systems of the municipalities who participate in the Plan, for the police and the County to communicate with each other, as well as with fire, EMS and other first responders for mutual aid purposes. The Original Programming Template, as well as the channels and systems included therein, shall be in the sole discretion of the County.

## **ARTICLE II**

### **TERMS OF USE OF THE SUBSCRIBER EQUIPMENT AND THE COUNTY RADIO SYSTEM**

**Section 2.1.** The Municipality agrees that the Subscriber Equipment, as well as all of the radio communication systems programmed into the Subscriber Equipment, shall be used only for mutual aid events and public safety communication.

The Municipality acknowledges that the Subscriber Equipment is not intended to replace the existing local law enforcement radios used for day-to-day operations, and the Municipality is encouraged to keep its existing local law enforcement radios for its municipal police vehicles.

**Section 2.2.** The County hereby grants to the Municipality, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the County designated channels on the County Radio Systems in accordance with the terms of this Agreement. The County shall retain control and responsibility for the County Radio Systems.

**Section 2.3.** The Municipality hereby grants to the County and the municipalities who participate in the Plan, their officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Municipality's radio communication system in for purposes of mutual aid. The Municipality shall retain control and responsibility for its radio communication system.

**Section 2.4.** The Parties acknowledge and agree that they are going to obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

**Section 2.5.** Each Party's radio communication system shall remain its property. It is expressly understood that this Agreement does not constitute a lease and that no ownership or property rights whatsoever are being transferred under this Agreement.

**Section 2.6.** The Municipality shall be responsible for the installation, operation, maintenance, repair, reprogramming, and use of the Subscriber Equipment, including all costs and expense associated thereto.

**Section 2.7.** The Municipality shall, at its sole cost and expense, maintain the Subscriber Equipment in good working order and condition, and shall be responsible for the repair or replacement of the Subscriber Equipment if damaged following the Subscriber Equipment warranty period, if any.

**Section 2.8.** The Municipality may reprogram the Subscriber Equipment for public safety purposes at its sole cost and expense, subject to receiving the prior written approval of the

County, which approval shall be in the County's sole discretion. The Original Programming Template shall not be altered. If the Municipality wishes to add additional frequencies, they can be added as an additional zone with the prior written approval of the County, which approval shall be in the County's sole discretion. The Municipality acknowledges and agrees that the reprogramming of the Subscriber Equipment for any reason may only be performed by using a vendor who is authorized in writing by the County as an Authorized Vendor and at the sole cost and expense of the Municipality. Upon request, the County will provide the Municipality with a list of Authorized Vendors.

**Section 2.9.** The County has established mandatory user guidelines and operating procedures for all users of the County Radio Systems, which the County may change and update from time to time ("User Guidelines"). The Municipality agrees to abide by the User Guidelines. If the Municipality fails to abide by the User Guidelines, the Municipality acknowledges and agrees that the County may immediately disconnect, suspend or terminate the Municipality's use of the County Radio Systems. A copy of the User Guidelines will be supplied to the Municipality upon its request.

**Section 2.10.** The Municipality shall be responsible for its use of the County Radio Systems and local radio communication systems, including all costs and expense associated thereto.

**Section 2.11.** The Municipality shall not add any new subscriber equipment to the County Radio Systems, modify the Subscriber Equipment or the County Radios Systems, or reassign the location or unit assignment of the Subscriber Equipment, without the prior written consent of the County. Once approved, all of the terms of this Agreement shall apply to such new subscriber equipment, modification or reassignment.

**Section 2.12.** The Municipality shall ensure that only qualified persons with appropriate training utilize the Subscriber Equipment. The Municipality shall ensure that all qualified persons comply with all applicable laws, rules and regulations, including, those promulgated by

the FCC, when utilizing the Subscriber Equipment. The Municipality shall participate in any testing and training on the Subscriber Equipment that may be required by the County.

**Section 2.13.** The Municipality shall maintain custody and control of the Subscriber Equipment and shall not transfer custody and control of the Subscriber Equipment.

**Section 2.14.** The County Radio Systems shall be available to the Municipality for only as long as the County, in its sole discretion, makes the County Radio Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Radio Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Radio Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Radio Systems are made available to users, each user will have access to the County Radio Systems, in their then-current form. The County in its sole discretion may change the County Radio Systems as it deems necessary and proper.

**Section 2.15.** (i) The Parties acknowledge that the County entered into an agreement, dated December 27, 2018, with Motorola Solutions, Inc. ("Agreement IT- 1559") through which the County purchased the Subscriber Equipment. The Municipality acknowledges and understands that through this Agreement it is an Authorized User (as the term Authorized User is defined in Agreement IT-1559) of the Subscriber Equipment. The Municipality agrees to use the Subscriber Equipment in a manner that does not violate the terms of Agreement IT-1559.

(ii) The Municipality may use the Software (as defined in Agreement IT-1559) for Subscriber Equipment only for the Municipality's internal business purposes and only in accordance with the Documentation (as defined in Agreement IT-1559). Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Municipality will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

(iii) The Municipality will take reasonable efforts to ensure it and any third party under the Municipality's direction or control will not (a) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (b) modify, adapt, create derivative works of, or merge the Software; (c) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (d) intentionally remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solution Inc.'s proprietary rights; (e) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by Agreement IT-1559; or (f) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.

(iv) Unless authorized by the County in writing, the Municipality will take reasonable effort to ensure it, and any third party under its direction or control will not (i) install licensed copies of the Software installed in one unit of a Designated Product (as defined in Agreement IT-1559) into a device for which the Software was not authorized for use.

**Section 2.16.** 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 Section 2.16 (A) above 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 2.17.** The Municipality understands and acknowledges that the County has the right to reissue, remotely disable or retake possession and use of the Subscriber Equipment upon notice to the Municipality. In the event the County notifies the Municipality of such a reissuance, the Municipality will promptly return possession of the Subscriber Equipment to the County as directed by the Commissioner. The Municipality agrees to relinquish any claim in law or equity it may have concerning the Subscriber Equipment in the event of Subscriber Equipment redeployment or reissuance.

**Section 2.18.** The Municipality will allow the County to conduct periodic visits for the purposes of inspection of the Subscriber Equipment.

**Section 2.19.** Notwithstanding anything herein to the contrary, the provisions of this ARTICLE II shall survive termination or expiration of this Agreement.

### **ARTICLE III**

#### **TERM AND TERMINATION**

**Section 3.1.** The term of this Agreement shall commence on January 1, 2024 and expire five (5) years thereafter, unless sooner terminated.

**Section 3.2.** In the event the Municipality defaults in the performance of any term, condition or covenant herein contained and does not cure such default to the County's satisfaction within forty-eight (48) hours of written notice thereof from the County, the County, in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement immediately upon notice to the Municipality. Repeated breaches by the Municipality of its duties or obligations under this Agreement shall be deemed a default justifying termination for cause hereunder without the right to further opportunity to cure.

**Section 3.3.** The County on thirty (30) days notice to the Municipality may terminate this Agreement in whole or in part when it deems it to be in its best interest.

**Section 3.4.** The Municipality on thirty (30) days' notice to the County terminate this Agreement in whole or in part when it deems it to be in its best interest.

**Section 3.5.** Upon termination, all right of the Municipality to use the County Radio Systems shall cease and terminate, and the Municipality shall take all steps to disconnect the Subscriber Equipment from the County Radio Systems and promptly return the Subscriber Equipment to the County.

#### **ARTICLE IV**

#### **MISCELLANEOUS**

**Section 4.1.** 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. Any purported delegation of duties, assignment of rights or subletting of this Agreement without the prior written consent of the County is void.

**Section 4.2.** The Municipality shall comply, at its own expense, with all applicable local, state and federal laws, rules, regulations, orders, codes, requirements and Executive Orders and obtain, at its own expense, all approvals, applicable to its performance under this Agreement.



**Section 4.3.** Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this Agreement it is recognized and understood that the County encourages the Municipality to do similarly.

**Section 4.4.** The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**Section 4.5.** Nothing contained herein shall create a special relationship between the Parties. In addition, nothing contained herein shall be deemed to create any employment, agency, joint venture or partnership relationship between the Parties or any of their agents or employees or any other arrangement that would impose liability upon one Party for the act or failure to act on the other Party. The Municipality shall not use any logo of the County.

**Section 4.6.** Failure by either Party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

**Section 4.7.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to



the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

**Section 4.8.** 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  
Department of Emergency Services  
4 Dana Road  
Valhalla, New York 10595

With a copy to:  
County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Municipality:

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

**Section 4.9.** This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**Section 4.10.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the Parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

**Section 4.11.** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 4.12.** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF,** the County of Westchester and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Terrence Raynor  
Acting Commissioner  
Department of Public Safety

**MUNICIPALITY**

By: \_\_\_\_\_  
(Name and Title)

Authorized by the Municipality on \_\_\_\_\_.

Authorized by the Westchester County Board of Legislators by Local Law No. \_\_\_\_\_  
adopted on the \_\_\_\_\_ day of \_\_\_\_\_.

Approved:

---

Associate County Attorney  
The County of Westchester  
k noe/dps/IMA re Mobile Radios for Local Police Vehicles

**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by me  
duly sworn did depose and say that he, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he is \_\_\_\_\_ of said municipal corporation.

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

**CERTIFICATE OF AUTHORITY**  
**(Municipality)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ 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 \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution \_\_\_\_\_  
of the Municipality,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its \_\_\_\_\_  
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_  
\_\_\_\_\_ 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 is the \_\_\_\_\_  
\_\_\_\_\_ of said municipal corporation.  
(title)

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

**SCHEDULE "A"**

**SUBSCRIBER EQUIPMENT LIST**

Subscriber Equipment Description	Serial Number	Unit Assigned/First Line Apparatus (Police Vehicle Identification)	Alias
EXAMPLE			
Motorola APX8500	681CUD1621		Car2021