

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

The County Executive has forwarded legislation which would authorize the County of Westchester to amend an intermunicipal Agreement with the City of White Plains (“White Plains”) dated August 6, 2019 to provide prisoner transportation between the Westchester County Jail and White Plains for the term January 1, 2019 through December 31, 2020, with reimbursement to White Plains at the flat rate of \$247,872 in 2019 and \$255,312 in 2020, for a total aggregate amount of \$503,184 (the “IMA”) in order to extend the IMA through 2021 and effective as of April 1, 2020 to reduce the monthly payments to White Plains from \$21,276 per month to \$10,638 per month for the months of April, May, June and July 2020 and to eliminate the flat rate payment system from August 1, 2020 through December 31, 2021 and make payments per round trip at the following rates:

<u>Number of Police Officers Required</u>	<u>Rate per Round Trip</u>
Two	\$210
Three	\$315
Four	\$420

The new total amount of the IMA for the term January 1, 2019 through December 31, 2020 will be reduced to \$380,872 and the amount of the IMA for 2021 shall be \$105,720 for a total aggregate amount not to exceed \$486,592 for the extended term of the IMA.

Your Committee has been advised that one of the results of the Covid-19 pandemic has been extremely low prisoner transportation numbers, as a result of the closure of local courthouses for in-person proceedings and a reduction in the number of arrests. Because White Plains has a flat rate IMA which reimburses them at a flat rate regardless of the number of prisoners transported, the Department of Correction was able to negotiate a reduction in the IMA as detailed above, which more fairly represents the costs to White Plains to transport prisoners. White Plains has agreed to these terms.

Your Committee has been further advised that the proposed amendment to the IMA will result in a reduction in the cost of the IMA in the amount 122,312 for the 2019 through 2020 term.

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 amendment does not meet the definition of an “action” and therefore, no further environmental review is required. Therefore, your Honorable Board need take no further action on this matter regarding SEQRA. 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: April 24, 2021
White Plains, New York

K. J. Scott
Benjamin Boyfrost

Benjamin Boyfrost
Colin E.

COMMITTEE ON

C/DI 2/25/21

Public Safety

Budget & Appropriations

FISCAL IMPACT STATEMENT

SUBJECT: Pris. Trans. White Plains 2019-2021 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 \$ 105,720

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: 2019-2020 \$380,872 (reimburse City of White plains for transporting Prisoners)

2021 - \$105,720 (reimburse City of White plains for transporting Prisoners)

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: N/A

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

Current Year: \$122,312 (2019-2020)

Next Four Years: _____

Prepared by: William Fallon WF

Title: Director of Administrative Services

Department: Correction

Date: March 15, 2021

Reviewed By: 
Budget Director

Date: 3/22/21

TO: Daniela Infield, Senior Assistant County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Director of Environmental Planning



DATE: February 2, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR PRISONER
TRANSPORTATION INTERMUNICIPAL AGREEMENTS**

PROJECT/ACTION: Intermunicipal agreements between the County and local municipalities, whereby the County will reimburse the local municipality for costs incurred associated with the transport of prisoners to and from the local courthouse and the Westchester County Jail.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)():**

COMMENTS: None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Norma Drummond, Commissioner
Claudia Maxwell, Associate Environmental Planner

ACT NO. - 2021

AN ACT authorizing the County to amend an Intermunicipal Agreement with the City of White Plains to provide reimbursement for prisoner transportation to the Westchester County Jail in order to extend the term of the IMA through December 31, 2021 and to reduce the monthly payments to the City of White Plains for the months of April, May, June and July 2020 and to reimburse on a per trip basis beginning August 1, 2020.

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 amend an Intermunicipal Agreement (“IMA”) with the City of White Plains (“White Plains”) dated August 6, 2019 in the aggregate amount of \$503,184 for the term January 1, 2019 through December 31, 2020 to reimburse White Plains for the cost to transport prisoners round trip between White Plains and the Westchester County Jail located in Valhalla, New York, in order to extend the term of the IMA and to reduce the monthly payments to White Plains from \$21,276 per month to \$10,638 per month for the months of April, May, June and July 2020 and to eliminate the flat rate payment system from August 1, 2020 through December 31, 2021 and make payments per round trip at the following rates:

<u>Number of Police Officers Required</u>	<u>Rate per Round Trip</u>
Two	\$210
Three	\$315
Four	\$420

The new total amount of the IMA for the 2019 through 2020 term will be reduced to \$380,872 and the amount of the IMA for 2021 shall be \$105,720 for a total aggregate amount not to exceed \$486,592 for the extended term of the IMA.

§2. 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.

§3. This Act shall take effect immediately.

PRISONER TRANSPORTATION—WHITE PLAINS

THIS FIRST AMENDMENT AGREEMENT made this _____ day
of _____, 2021 by and between:

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

and

THE CITY OF WHITE PLAINS, a municipality of the State of New York having its office and place of business at 255 Main Street, White Plains, New York 10601
(hereinafter referred to as the "Municipality")

WITNESSETH:

WHEREAS, pursuant to Sections 500-c and 500-d of the Correction 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 entered into an Agreement to cooperate in providing such prisoner transportation; and

WHEREAS, as a result of the COVID 19 pandemic, the parties agree that the Agreement should be amended to reflect the reduced numbers of prisoners transported in 2020 and to extend the term of the Agreement through December 31, 2021.

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

1. The Intermunicipal Agreement between the County and the Municipality dated August 6, 2019 to provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and Westchester County Department of Correction, Valhalla, New York for the term January 1, 2019 through December 31, 2020 (the

“IMA”) is hereby amended to reduce the monthly payments to the Municipality from \$21,276 per month to \$10,638 per month for the months of April through July 2020 and commencing August 1, 2020 to reimburse the Municipality on a per trip basis. Therefore, Paragraph 2 of the IMA is deleted in its entirety and replaced with the following:

“2. REIMBURSEMENT: The Municipality shall be reimbursed by the County for prisoner transportation services as follows:

in 2019, the annual amount of TWO HUNDRED FORTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY TWO (\$247,872) DOLLARS, payable at the rate of \$20,656.00 per month.

From January 1 2020 through March 31, 2020, the sum of \$21,276.00 per month; and

from April 1, 2020 through July 31, 2020, the sum of \$10,638 per month.

The above flat rate reimbursement amount shall include all expenses related to the transportation of prisoners pursuant to this agreement, which shall include, but is not limited to all costs for personnel, mileage and prisoner meals.

Beginning August 1, 2020 through December 31, 2021 reimbursement will be at the following rates:

<u>Number of Police Officers Required</u>	<u>Rate per Round Trip</u>
Two	\$210
Three	\$315
Four	\$420

In addition to the above round trip rates, the Municipality shall also be reimbursed for vehicle usage at the current Internal Revenue Service mileage rate, between the City Court of White

Plains and the Westchester County Jail which is deemed to be five (5) miles each way. The County shall also 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.

2. The IMA is further amended to extend the term of the agreement through December 31, 2021. Therefore Paragraph 3 of the IMA is hereby deleted in its entirety and replaced with the following:

“3. **TERM**: This Agreement shall commence on January 1, 2019 and shall terminate on December 31, 2021.”

3. The IMA is further amended to reflect the reduction in the amount of the agreement in 2020 by \$122,312 and the addition of \$105,720 for 2021 for a new total amount of \$486,592. Therefore the last sentence in Paragraph 4 of the IMA is deleted in its entirety and replaced with the following:

“The total aggregate cost to the County under this Agreement shall not exceed \$486,592.”

4. All other terms and conditions of the IMA shall remain in full force and effect.

5. **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 as hereinabove set forth.

THE COUNTY OF WESTCHESTER

THE CITY OF WHITE PLAINS

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
Mayor

Approved by the Westchester County Board of Legislators by Act No. 2021- on the day of _____, 2021.

Approved by the City Council of the City of White Plains on the _____ day of _____, 2021.

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:/DCR/White Plains Amend Agmt 2020.doc

Corporation Counsel
City of White Plains

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 20___, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by
me duly sworn did depose and say that he, 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 _____, 20____, before me personally came _____
_____ whose signature appears above, to me known, and know to be the _____
_____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he 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.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.