

**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 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 City of Mount Vernon (“Mount Vernon”) in order to reimburse not to exceed amount of \$283,971 in 2021 and \$289,650 in 2022 for a total aggregate amount not to exceed \$573,621 for the term commencing retroactive to January 1, 2021 and extending through December 31, 2022. This IMA will allow the County to reimburse Mount Vernon for the costs it incurs in transporting prisoners between Mount Vernon and the Westchester County Jail.

Reimbursement to Mount Vernon will be for round trip transportation and will be based on the per trip labor costs of police officers and for vehicle usage.

Reimbursement to Mount Vernon for prisoner transportation in 2021 will be at the following rates: \$221.00 per round trip with two police officers; \$330.00 per round trip with three police officers. In 2022 Mount Vernon will be reimbursed as follows: \$225.00 per round trip with two police officers; \$337.00 per round trip with three police officers. Mount Vernon will also be reimbursed for vehicle usage at the rate of fifty-

eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate multiplied by the mileage between the City Court of Mount Vernon and the Westchester County Jail which is agreed to be 16 miles each way. The County will also reimburse Mount Vernon for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Your Committee has also been 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. Therefore, no further action by your Honorable Board pursuant to the Environmental Conservation Law is required. Your Committee concurs with this conclusion. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

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: January 17th, 2023
White Plains, New York

Committee on January 23rd, 2023

Public Safety
[Signature]
Margaret A. Cyo
C/DI 5/6/22
[Signature]
[Signature]

Budget & Appropriations
C.D.N. Mc
[Signature]
Henry Zelle
Mancyl Bar
Catherine
[Signature]

FISCAL IMPACT STATEMENT

SUBJECT: City of Mount Vernon Prisoner Transport 2021-2022

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 \$ 289,650

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe:

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: _____

Budget Director

11/10/22

If you need more space, please attach additional sheets.

ACT NO. - 2022

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Mount Vernon in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

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 ("IMA") with the City of Mount Vernon ("Mount Vernon") in order to reimburse Mount Vernon for the cost to transport prisoners round trip between Mount Vernon City Court and the Westchester County Jail located at Valhalla, New York, in the not to exceed amount of \$283,971 in 2021 and \$289,650 in 2022 for a total aggregate amount not to exceed \$573,621 for the term retroactive to January 1, 2021 and extending through December 31, 2022.

§2. The County will reimburse Mount Vernon for prisoner transportation for the term January 1, 2021 through December 31, 2021 at the following rates: \$221.00 per round trip with two police officers; \$330.00 per round trip with three police officers. The County will reimburse Mount Vernon for prisoner transportation for the term January 1, 2022 through December 31, 2022 at the following rates: \$225.00 per round trip with two police officers; \$337.00 per round trip with three police officers. Mount Vernon will also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is agreed to be sixteen (16) miles each way, at the rate of fifty-eight and one-half cents (\$.585), or at the then current Internal Revenue Service mileage reimbursement rate for the term of the IMA. Mount Vernon

will also be reimbursed 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.

PRISONER TRANSPORTATION—MOUNT VERNON

THIS AGREEMENT, made this _____ day of _____, 2022

by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the “County”)

and

THE CITY OF MOUNT VERNON, a municipality of the State of New York having its office and place of business at City Hall, Roosevelt Square, Mount Vernon, New York 10550

(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:

2021 - \$221.00 per round trip with two police officers; \$330.00 per round trip with three police officers.

2022 - \$225.00 per round trip with two police officers; \$337.00 per round trip with three police officers

The municipality shall also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is deemed to be sixteen (16) miles each way, at the rate of fifty-eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate for the term hereof.

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, 2021 and shall terminate on December 31, 2022. 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, shall not exceed \$283,971 in 2021 and \$289,650 in 2022 for a total aggregate amount not to exceed \$573,621. 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, 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.

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 _____, 2022.

THE COUNTY OF WESTCHESTER

THE CITY OF MOUNT VERNON

By: _____

Joseph K. Spano
Commissioner of Correction

By: _____

Mayor

Approved by the Westchester County Board of Legislators by Act No. 2022 -
on the _____ day of _____, 2022.

Approved by the City Council of the City of Mount Vernon on the _____ day of
_____, 20__.

Approved as to form and
manner of execution:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/I/DCR/126925/Mt. Vernon. 2022 Agmt.

Corporation Counsel

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2022, 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 _____, 2022, 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.