

Public Safety Meeting Agenda



Committee Chair: Terry Clements

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Tuesday, May 28, 2024

4:15 PM

Committee Room

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.

MINUTES APPROVAL

April 22nd, 2024 10:00 AM Minutes

April 30th, 2024 4:15 PM Minutes

May 7th, 2024 4:15 PM Minutes

I. ITEMS FOR DISCUSSION

[2024-282](#)

PH-Amendments to the Stop Arm Law

A RESOLUTION to set a Public Hearing on a "A LOCAL LAW amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm." [Public Hearing set for _____, 2024 at _____ .m.]. LOCAL LAW INTRO: 2024-283.

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

Guests:

Stacey Dolgin-Kmetz, Chief Deputy County Attorney, County Attorney's Office
Rachel Noe, Associate County Attorney, County Attorney's Office

[2024-283](#) **LOCAL LAW-Amendments to the Stop Arm Law**

A LOCAL LAW amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, LEGISLATION AND PUBLIC SAFETY

Guests:

Stacey Dolgin-Kmetz, Chief Deputy County Attorney, County Attorney's Office
Rachel Noe, Associate County Attorney, County Attorney's Office

[2024-284](#) **ACT-NYS Traffic and Criminal Software Program**

AN ACT authorizing the County to enter into Use and Dissemination Agreements with local municipalities, pursuant to which the County will act as lead agency to coordinate the local municipalities' use of New York State's Traffic and Criminal Software program and act as liaison with the New York State Police.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Lieutenant Michael Cindrich, Department of Public Safety

[2024-262](#) **IMA - City of New Rochelle - National Night Out**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of New Rochelle, acting by and through its Police Department, pursuant to which the City of New Rochelle will provide its National Night Out program within the period from January 1, 2024 through December 31, 2024 for a total amount not to exceed FOUR THOUSAND, ONE HUNDRED TWENTY (\$4,120.00) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Legislator Terry Clements

[2024-263](#)**IMA - City of Peekskill - National Night Out**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Peekskill, acting by and through its Police Department, pursuant to which the City of Peekskill will provide its National Night Out program within the period from January 1, 2024 through December 31, 2024 for a total amount not to exceed TWO THOUSAND (\$2,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Legislator Colin Smith

II. OTHER BUSINESS**III. RECEIVE & FILE**[2024-225](#)**ACT-Gifting Surplus Motor Vehicles to Certain Municipalities**

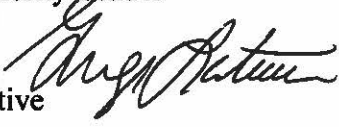
AN ACT authorizing the County of Westchester to make gifts of various surplus motor vehicles to various local municipalities for use by their respective police departments in connection with their participation in the Drug Enforcement Agency Westchester County Task Force.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

ADJOURNMENT

May 6, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer
Westchester County Executive 

RE: Message Requesting Immediate Consideration: **Local Law – Amendments to the Stop Arm Law.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 6, 2024 Agenda.

Transmitted herewith for your consideration is a proposed Local Law, which would incorporate amendments to the Stop Arm Law.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 6, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 2, 2024

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Dear Honorable Members of the Board:

I respectfully request that your Honorable Board adopt the attached Local Law amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm.

On April 19, 2023, this Honorable Board adopted Local Law Intro. No. 91-2023, which established a demonstration program for imposing vehicle owner liability for failure of an operator thereof to comply with Section 1174 of the New York State Vehicle & Traffic Law ("VTL") when meeting a school bus marked, equipped, and operated in the County pursuant to Sections 375 and 1174-a of the VTL (the "Local Law"). The Local Law was adopted pursuant to Chapter 145 of the 2019 Laws of the State of New York (the "Stop Arm Law"). The law was enacted to prevent further deaths and injuries caused by dangerous motorists who ignore the law and illegally passed a stopped school bus. In addition, the law expanded the enforcement tools available in the County to further address this issue, with the hope of significantly lessening the numbers of violations that continue to compromise the health, safety, and wellbeing of students.

The New York State Legislature recently amended the Stop Arm Law as Part AA in S.8306-C/A.8806-C, Article VII, of the Budget bill signed by the Governor on April 20, 2024 as Chapter 56 of the Laws of 2024 ("Chapter 56"). The proposed local law, if adopted, would amend the Local Law to incorporate the same amendments to the Stop Arm Law as set forth in Chapter 56.

The amendments enact certain statutory presumptions, which address several evidentiary issues that have been raised in cases adjudicating Stop Arm Law violations. *See People v. Croce (Alfred)*, No. 2023-310, N.Y. App. Term LEXIS 23160 (2d Dep't Nov. 30, 2023). One such statutory presumption concerns the sufficiency of proof that the bus is properly marked and equipped as provided under VTL § 375. To address this issue, Chapter 56 added a new requirement that the certificate sworn to or affirmed by the County technician for a violation be based upon, among other things, an inspection of documents or declarations pertaining to inspections by the New York State Department of Transportation ("DOT") of

the bus. The certificate must also include a statement confirming that the school bus photo violation monitoring system was installed on a school bus marked and equipped as provided by VTL § 375, at the time of the violation, as evidenced by a valid certificate of inspection issued by the DOT. Chapter 56 also provides that such a certificate from the County technician shall be prima facie evidence of compliance with VTL § 375.

Another statutory presumption concerns the sufficiency of proof that the bus was stopped for the purpose of receiving or discharging passengers or had stopped because a school bus in front of it stopped to receive or discharge any passengers. To address this issue, Chapter 56 added a new requirement that any photographs, microphotographs, videotape or other recorded images ("Recorded Images") evidencing a violation shall include an electronic indicator or indicators showing the flashing red signal lamps were active. Where the Recorded Images are in compliance with the foregoing, the law establishes a rebuttable presumption that such school bus was stopped for the purpose of receiving or discharging any passengers or because a school bus in front of it had stopped to receive or discharge any passengers.

The proposed local law would incorporate these statutory presumptions into the County demonstration program, which will assist local prosecutors and the local Courts in adjudicating the school bus stop arm violations under the demonstration program. Additionally, Chapter 56 extends the provisions of the Stop Arm Law from December 1, 2024 until December 1, 2029. The proposed local law extends the Local Law until the State law expires.

Finally, the attached Local Law rennumbers Chapter 705 to Chapter 708 of the Laws of Westchester County, as there are currently two Chapters 705.

In light of the aforementioned, I respectfully urge that your Honorable Board adopt the attached Local Law amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

GEORGE LATIMER
County Executive

GL/nn
Enclosure

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee recommends passage of “A LOCAL LAW amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm.”

Your Committee is advised that on April 19, 2023, this Honorable Board adopted Local Law Intro. No. 91-2023, which established a demonstration program for imposing vehicle owner liability for failure of an operator thereof to comply with Section 1174 of the New York State Vehicle & Traffic Law (“VTL”) when meeting a school bus marked, equipped and operated in the County pursuant to Sections 375 and 1174-a of the VTL (the “Local Law”). The Local Law was adopted pursuant to Chapter 145 of the 2019 Laws of the State of New York (the “Stop Arm Law”). The law was enacted to prevent further deaths and injuries caused by dangerous motorists who ignore the law and illegally passed a stopped school bus. In addition, the law expanded the enforcement tools available in the County to further address this issue, with the hope of significantly lessening the numbers of violations that continue to compromise the health, safety and wellbeing of students.

Your Committee is informed that the New York State Legislature recently amended the Stop Arm Law as Part AA in S.8306-C/A.8806-C, Article VII, of the Budget bill signed by the Governor on April 20, 2024 as Chapter 56 of the Laws of 2024 (“Chapter 56”). The proposed local law, if adopted, would amend the Local Law to incorporate the same amendments to the Stop Arm Law as set forth in Chapter 56.

Your Committee is advised that the amendments enact certain statutory presumptions, which address certain evidentiary issues that have been raised in cases adjudicating Stop Arm Law violations. *See People v. Croce (Alfred)*, No. 2023-310, N.Y. App. Term LEXIS 23160 (2d Dep’t Nov. 30, 2023). One such statutory presumption concerns the sufficiency of proof that the bus is properly marked and equipped as provided under VTL § 375. To address this issue, Chapter 56 added a new requirement that the certificate sworn to or affirmed by the County technician for a violation be based upon, among other things, an inspection of documents or declarations pertaining to inspections by the New York State Department of Transportation (“DOT”) of the bus. The certificate must also include a statement confirming that the school bus photo violation monitoring system was installed on a school bus marked and equipped as provided by VTL § 375, at the time of the violation, as evidenced by a valid certificate of inspection issued by the DOT. Chapter 56 also provides that such a certificate from the County technician shall be prima facie evidence of compliance with VTL § 375.

Your Committee is further advised that another statutory presumption concerns the sufficiency of proof that the bus was stopped for the purpose of receiving or discharging passengers or had stopped because a school bus in front of it stopped to receive or discharge any passengers. To address this issue, Chapter 56 added a new requirement that any photographs, microphotographs, videotape or other recorded images (“Recorded Images”) evidencing a violation shall include an electronic indicator or indicators showing the flashing red signal lamps were active. Where the Recorded Images are in compliance with the foregoing, the law establishes a rebuttable presumption that such school bus was stopped for the purpose of receiving or discharging any passengers or because a school bus in front of it had stopped to receive or discharge any passengers.

Your Committee is informed that the proposed local law would incorporate these statutory presumptions into the County demonstration program, which will assist local prosecutors and the local Courts in adjudicating the school bus stop arm violations under the demonstration program. Chapter 56 extends the provisions of the Stop Arm Law from December 1, 2024 until December 1, 2029. The proposed local law extends the Local Law until the State law expires.

Your Committee also recognizes that there are currently two Chapters 705 of the Laws of Westchester County; this Local Law rennumbers this School Bus Stop-Arm Demonstration Program chapter to 708 in order to prevent confusion.

Your Committee is further informed that the proposed project does not meet the definition of an action under New York 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 8, 2024, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee, after careful consideration, recommends adoption of this Local Law.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

Sdk-5-2-24

RESOLUTION NO. ____ - 2024

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. ____ - 2024, entitled "A LOCAL LAW amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm." The public hearing will be held at __.m. on the ____ day of _____, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

Vedat GashiChairman of the Board
Legislator, 4th District

To: Colin Smith, Chairman of the Committee on Legislation
Sunday Vanderberg, Clerk of the Board of Legislators

From: Vedat Gashi, Chairman of the Board of Legislators

Date: May 15, 2024

Re: Item #s 2024 -282 and 283

Due to a ministerial oversight, Item #s 2024-282 and 283, a Public Hearing and Local Law amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm, were not referred to the Committee on Legislation.

The underlying legislation (Item # 2023-91) was discussed and approved by the Committees on Budget & Appropriations, Public Safety, and Legislation. The items regarding the amendments were referred only to the Committees on Budget & Appropriations and Public Safety. For consistency, the items related to the amendments to the legislation should be referred to the Committee on Legislation as well.

I am therefore requesting that Item #s 2024-282 and 283 be referred to the Committee on Legislation for consideration.

Cc: Marcello Figueroa
Shatika Parker
James Silverberg

JA/ja

A LOCAL LAW amending Chapter 705 of the Laws of Westchester County relating to a Demonstration Program imposing vehicle owner liability for failure of an operator thereof to stop for a school bus displaying a red visual signal and stop-arm.

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

Section 1. Section 705.61 subdivision (b) of Chapter 705 of the Laws of Westchester County is hereby amended to read as follows:

- b. A notice of liability shall contain the name and address of the person alleged to be liable as an owner for a violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law, the registration number of the vehicle involved in such violation, the location where such violation took place, the date and time of such violation, ~~and the identification number of the camera~~ school bus photo violation monitoring system which recorded the violation or other document locator number, and the registration number of the school bus on which the school bus photo violation monitoring system which recorded the violation was installed.

Section 2. Section 705.71 subdivision (d) of Chapter 705 of the Laws of Westchester County is hereby amended, subdivision (e) is renumbered to (f), and a new subdivision (e) is added, to read as follows:

- d. 1. A certificate shall be sworn to or affirmed by a technician employed by the County, or a facsimile thereof, and shall be based upon inspection of photographs, microphotographs, videotapes, and other recorded images produced by a school bus photo violation monitoring system, and other documents or declarations pertaining to inspections by the New York State Department of Transportation. Said certificate shall be prima facie evidence of the facts contained therein. Such certificate, or a facsimile thereof, shall include the following information:
 - i. the identification number of the school bus photo violation monitoring system which recorded the violation;
 - ii. a statement confirming that at the time such violation was recorded by such school bus photo violation monitoring system, such school bus photo violation monitoring system was installed on a school bus marked and equipped as provided in subdivisions

twenty and twenty-one-c of section three hundred seventy-five of the New York State Vehicle and Traffic Law, as evidenced by a valid certificate of inspection issued to such school bus by the department of transportation pursuant to section one hundred forty of the New York State Transportation Law and the rules and regulations promulgated thereunder; and

iii. the registration number of the school bus to which such school bus photo violation monitoring system was attached.

2. Any photographs, microphotographs, videotapes, and other recorded images evidencing such a violation shall include a recorded image of the outside of the motor vehicle involved in such violation, the registration number of such vehicle, at least one activated school bus stop-arm, and an electronic indicator or indicators showing the activation of the flashing red signal lamps of the school bus to which the school bus photo violation monitoring system producing such photographs, microphotographs, videotape or other recorded images was installed at the time such violation occurred. Any photographs, microphotographs, videotapes, and other recorded images evidencing such a violation including the required recorded image described in the first sentence of this subdivision, shall be available for inspection in any proceeding to adjudicate the liability for such violation.

e. Where recorded images from a school bus photo violation monitoring system attached to a school bus, as certified pursuant to this section, show the activation of at least one school bus stop-arm and an electronic indicator or indicators as required pursuant to this section, there shall be a rebuttable presumption that such school bus was stopped for the purpose of receiving or discharging any passengers or because a school bus in front of it had stopped to receive or discharge any passengers. A certificate, sworn to or affirmed by a technician employed by the county, or a facsimile thereof, stating that after reviewing evidence that on the day the charged violation occurred such school bus had a valid certificate of inspection issued by the department of transportation pursuant to section one hundred forty of the New York State Transportation Law and the rules and regulations promulgated thereunder. Such certificate shall be prima facie evidence that such school bus was marked and equipped as provided in subdivisions twenty and twenty-one-c of section three hundred seventy-five of the New York State Vehicle and Traffic Law and the flashing red signal lamp of such school bus was in operation at the time the violation occurred.

f. It shall be a defense to any prosecution for or allegation of a violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law pursuant to this Chapter that such school bus stop-arms were malfunctioning at the time of the alleged violation.

Section 3. Chapter 705 of the Laws of Westchester County, entitled School Bus Stop-Arm Demonstration Program, as amended herein, is renumbered to Chapter 708 of the Laws of Westchester County. Any and all internal references in said Chapter are hereby renumbered in accordance with this modification.

Section 4. This Local Law shall take effect immediately and, notwithstanding any other provision of law, Chapter 705 (newly renumbered to Chapter 708) of the Laws of Westchester County shall expire on the same date that the New York State Law authorizing such demonstration program expires.

Vedat GashiChairman of the Board
Legislator, 4th District

To: Colin Smith, Chairman of the Committee on Legislation
Sunday Vanderberg, Clerk of the Board of Legislators

From: Vedat Gashi, Chairman of the Board of Legislators

Date: May 15, 2024

Re: Item #s 2024 -282 and 283

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The underlying legislation (Item # 2023-91) was discussed and approved by the Committees on Budget & Appropriations, Public Safety, and Legislation. The items regarding the amendments were referred only to the Committees on Budget & Appropriations and Public Safety. For consistency, the items related to the amendments to the legislation should be referred to the Committee on Legislation as well.


I am therefore requesting that Item #s 2024-282 and 283 be referred to the Committee on Legislation for consideration.

Cc: Marcello Figueroa
Shatika Parker
James Silverberg

JA/ja

May 2, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **ACT – New York State Traffic and Criminal Software Program.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 6, 2024 Agenda.

Transmitted herewith for your consideration is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to continue to enter into Use and Dissemination Agreements with local municipalities in connection with the New York State Traffic and Criminal Software (“TraCS”) program.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 6, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 2, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to continue to enter into Use and Dissemination Agreements with local municipalities in connection with the New York State Traffic and Criminal Software ("TraCS") program.

TraCS, as your Honorable Board may recall, is the computer application for New York State's electronic traffic ticket and accident report project. TraCS immediately produces a printed traffic ticket and accident report and related documentation, such as supporting depositions, in the police vehicle at the scene, using a computer and printer contained inside the vehicle. The "electronic ticket" or "electronic accident report" that is produced can then be sent electronically to the New York State Department of Motor Vehicles and any New York State courts that are capable of receiving such data.

By Act No. 91-2004, your Honorable Board first authorized the County, through the Department of Public Safety Services (the "Department"), to enter into Use and Dissemination Agreements with local municipalities pursuant to which the County would act as the lead agency to coordinate the municipalities' use of the TraCS program, and act as a liaison with the New York State Police (the "NYS Police"). However, Act No. 91-2004 contained a sunset provision which stipulated that the Act would expire on January 1, 2006. Consequently, any local municipality that had not executed its Use and Dissemination Agreement prior to the January 1, 2006 deadline was not able to do so. Because a number of municipalities had expressed an interest in participating in the program but were unable to finalize their contracts in time, your Honorable Board, by Act No. 70-2006, authorized the County to extend the program through December 31, 2007.

Thereafter, on February 11, 2008, by Act No. 8-2008, on March 1, 2010, by Act No. 5-2010, and on September 10, 2012, by Act No. 115-2012, your Honorable Board extended the program due to the fact that many of the original agreements entered into when the program first began were due to expire. Most recently, on June 21, 2018 by Act No. 90-2018, your Honorable Board again authorized the County to extend the authority to enter into the Use and Dissemination Agreements with local municipalities for terms not to exceed five (5) years commencing upon execution thereof by both parties.

The Commissioner of Public Safety Services has indicated that municipalities in Westchester County currently participating in the TraCS program have agreements that have either expired or are due to expire shortly. The attached Act, if approved, will allow existing participants to renew their agreements upon expiration thereof as well as allow any municipalities who have yet to implement TraCS participate in this program. Accordingly, I respectfully request that your Honorable Board approve the attached Act which would extend the authority to enter into the Use and Dissemination Agreements with local municipalities for a term of five (5) years commencing upon execution thereof by the parties.

It should be noted that local municipalities that are currently participating in the TraCS program have realized tremendous benefits from the program. Among other things, TraCS has decreased the error rate due to illegible tickets and accident reports. It has also decreased the error rate due to incomplete data. Moreover, it has eliminated multiple data entry steps and significantly decreased the amount of time it takes for data to be available for analysis. Finally, it has made it easier for the Officer(s) on the scene to enter the data.

As was the case with the prior legislation, the County and/or the participating municipalities will be able to terminate the Use and Dissemination Agreement at any time by giving the NYS Police reasonable advance notice. Although this is a three-party Use and Dissemination Agreement, the portion of the agreement between the County and the local municipalities is the subject of the proposed legislation. As you know, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements ("IMAs") with local municipalities which involve shared services or performing services one for the other.

Accordingly, I strongly recommend that your Honorable Board adopt the proposed Act to enable the County to continue to enter into Use and Dissemination agreements with the various local municipalities in order to implement the TraCS program in Westchester County.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/TR/MB/nn

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

Your Committee is in receipt of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to continue to enter into Use and Dissemination Agreements with local municipalities in connection with the New York State Traffic and Criminal Software (“TraCS”) program.

TraCS, as your Honorable Board may recall, is the computer application for New York State’s electronic traffic ticket and accident report project. TraCS immediately produces a printed traffic ticket and accident report and related documentation, such as supporting depositions, in the police vehicle at the scene, using a computer and printer contained inside the vehicle. The “electronic ticket” or “electronic accident report” that is produced can then be sent electronically to the New York State Department of Motor Vehicles and any New York State courts that are capable of receiving such data.

By Act No. 91-2004, your Honorable Board first authorized the County, by and through its Department of Public Safety Services (the “Department”), to enter into Use and Dissemination Agreements with local municipalities pursuant to which the County would act as the lead agency to coordinate the municipalities’ use of the TraCS program and act as a liaison with the New York State Police (the “NYS Police”). However, Act No. 91-2004 contained a sunset provision which stipulated that the Act would expire on January 1, 2006. Consequently, any local municipality that had not executed its Use and Dissemination Agreement prior to the January 1, 2006 deadline was not able to do so. Because a number of municipalities had expressed an interest in participating in the program but were unable to finalize their contracts in time, your Honorable Board by Act No. 70-2006 authorized the County to extend the program through December 31, 2007.

Thereafter, on February 11, 2008, by Act No. 8-2008, on March 1, 2010, by Act No. 5-2010, and on September 10, 2012, by Act No. 115-2012, your Honorable Board extended the program due to the fact that many of the original agreements entered into when the program first began were due to expire. Most recently, on June 21, 2018 by Act No. 90-2018, your Honorable Board again authorized the County to extend the authority to enter into the Use and Dissemination Agreements with local municipalities for terms not to exceed five (5) years commencing upon execution thereof by both parties.

The Commissioner of Public Safety Services has informed your Committee that many of these agreements have either expired or are due to expire shortly. The attached Act, if approved by this Honorable Board, will allow existing participants to renew their agreements upon expiration thereof as well as allow any municipalities who have yet to implement TraCS participate in this program. Accordingly, it is respectfully requested that this Honorable Board approve the attached Act which would extend the authority to enter into the Use and Dissemination Agreements with local municipalities for a five (5) year term commencing upon execution thereof by the parties of each of said agreements.

Your Committee is informed that local municipalities who are currently participating in TraCS have realized tremendous benefits from the program. Among other things, TraCS has decreased the error rate due to illegible tickets and accident reports. It has also decreased the error rate due to incomplete data. Moreover, it has eliminated multiple data entry steps and significantly decreased the amount of time it takes for data to be available for analysis. Finally, it has made it easier for the Officer(s) on the scene to enter the data.

Your Committee is advised that as was the case with the prior legislation, the County and/or the participating municipalities will be able to terminate the Use and Dissemination Agreement at any time by giving the NYS Police reasonable advance notice. Although this is a three-party Use and Dissemination Agreement, the portion of the agreement between the County and the local municipalities is the subject of the proposed legislation. As you know, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements ("IMAs") with local municipalities which involve shared services or performing services one for the other.

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 8, 2024, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Timely and accurate data is essential to an effective traffic safety program, because it will help develop effective strategies and evaluate program outcomes. Through the automated production of traffic tickets and accident reports and the resultant improvement in New York's

traffic records system, the traffic safety program's goals of reducing highway fatalities and mitigating injuries may be furthered.

Please note that an affirmative vote of a majority of the members of your Honorable Board is required in order to approve the attached Act.

Your Committee has carefully considered and recommends the adoption of the attached Act.

Dated: , 2024

White Plains, New York

COMMITTEE ON

C/MB 4/15/24

FISCAL IMPACT STATEMENT

SUBJECT: TraCS Program

X NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

<input checked="" type="checkbox"/>	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: Computer application for the New York State's electronic ticket and accident report project.

[illegible]

Describe: To continue to enter into Use and Dissemination agreements with local municipalities in connection with the New York State Traffic and Criminal Software "TraCS" Program.

Potential Related Operating Budget Revenues:	Annual Amount
	\$ -
Total Potential Related Operating Budget Revenues:	\$ -

Describe: _____

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety

Date: December 15, 2023

Reviewed By: 

Budget Director

Date: 5/1/24

ACT NO. 2024-_____

AN ACT authorizing the County to enter into Use and Dissemination Agreements with local municipalities, pursuant to which the County will act as lead agency to coordinate the local municipalities' use of New York State's Traffic and Criminal Software program and act as liaison with the New York State Police.

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

Section 1. The County of Westchester (the "County") is authorized to enter into Use and Dissemination Agreements with those municipalities within the County that choose to utilize New York State's Traffic and Criminal Software (TraCS) program and that purchase the required equipment for such use at their own cost and expense, whereby the County will act as lead agency to coordinate their use of the TraCS program and act as a liaison with the New York State Police (the "NYS Police"). Such municipalities will be provided with the TraCS software and any subsequent updates by the NYS Police at no cost or expense to such municipalities or the County. The Use and Dissemination Agreements may be terminated by the County and/or the participating municipalities at any time by giving the NYS Police reasonable advance notice.

§2. The Use and Dissemination Agreements shall commence upon execution thereof by the parties and shall not exceed a term of five (5) years.

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

§4. This Act shall take effect immediately.

TraCS
USE AND DISSEMINATION AGREEMENT
Between
New York State Police,
the "Lead Agency"
and
Town/Village of _____ Police Department
herein after referred to as the "Participating Agency"

WHEREAS:

New York State Police (NYSP), working with the New York State Department of Motor Vehicles (DMV), the Governor's Traffic Safety Committee (GTSC), the Office of Court Administration (OCA) and other state and federal agencies, has developed a system for the electronic capture of ticket and accident report data in a police vehicle environment and the electronic transfer of that data from law enforcement agencies to DMV and courts. The system is called TraCS (Traffic and Criminal Software). Ticket and accident report forms have been developed and other law enforcement forms are planned for the future. DMV and the courts have approved these forms for official use. Data standards for ticket and accident report data have been agreed to between agencies for the electronic transfer of data. NYSP has developed an infrastructure and a limited capacity for local support.

It is the intention of NYSP to provide the TraCS software to any police agency in New York free of charge, based on NYSP support staff availability and the Lead Agency's ability to self-support.

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

1. NYSP agrees to provide the current version of TraCS software (includes ticket, accident report and associated forms) to the Lead Agency at no cost to the Lead Agency.
2. This Agreement will become effective upon proper execution and will remain in effect for the duration of the program unless sooner terminated in accordance with the provisions of this Agreement.
3. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

4. Each agency agrees:

Maintenance

To maintain all parts of the TraCS System under their control. The portion of the system "under agency control" includes:

- The hardware and operating system associated with the in-vehicle equipment
- The hardware and operating system associated with the in-station TraCS computer.
- Backup & restoration of all system and production ticket and/or accident report data.

“Maintenance” generally means support, upkeep, repair and periodic duplication or “back-up” of records in order to safeguard the data. The Lead Agency will take reasonable measures to prevent or correct system trouble with any portion of the system “under their control”. If the Lead Agency determines any system trouble to be under NYSP control, it will notify and work with the proper NYSP representative.

5. The Participating Agency agrees:

1. This agreement is only for the use of TraCS by the Participating Agency. TraCS software will not be distributed beyond the Participating Agency without written approval from NYSP.
2. To abide by the provisions of the TraCS Users Agreement included in Appendix A.
3. To not alter the form(s) and TraCS database in any way without express written approval from NYSP and DMV.
4. To not introduce custom system enhancements during the Participating Agency implementation.
5. To contact the Lead Agency for all assistance with the implementation and use of the TraCS software.
6. To support reports, queries, ticket logs and any other analysis of the ticket data.
7. To coordinate the use of TraCS with local courts. However, the State Police will coordinate the assistance and response of OCA (Office of Court Administration) and DMV personnel to attend these meetings.
8. The TraCS system will be used for data entry and the electronic transfer of ticket data to and/or from DMV and the courts and the printing of ticket forms where courts are not yet online to receive electronic data.
9. Whereas a court is not yet able to accept electronic ticket data, to be responsible for printing and forwarding ticket copies to the appropriate court unless arrangements are made with individual agencies to print their own tickets and forward them to courts not yet ready to receive electronic data.
10. To supply equipment for use with the TraCS system, with the exception of any NYSP participation in the area. NYSP agrees that all NYSP equipment will be purchased, installed and supported by NYSP unless equipment is purchased by an entity for use by all agencies within a county or region.
11. To manage, support and ensure security is properly implemented within TraCS.

6. NYSP agrees:

1. To review, prioritize and schedule change requests for inclusion in future software releases. Change requests for “bug” fixes, system enhancements, form enhancements and routine change requests such as court address changes shall be directed to NYSP. Any enhancement that requires funding will be the responsibility of the Lead Agency to obtain the necessary financing and if the enhancement benefits multiple agencies, then the State Police will attempt to also obtain funding. No matter where funding comes from, NYSP and /or its contractors will make all changes to TraCS. Once TraCS begins statewide rollout, a TraCS steering committee shall be formed to prioritize TraCS enhancements, functionality requests, issues, etc.

2. Whereas each agency will have the opportunity to participate in the electronic transfer of data, via the NYSPIN infrastructure, to a gateway server in Albany (NYSP). This data will then be transferred to DOT, DMV, OCA, etc. for processing.
7. Both parties agree:
 1. To develop a process for forms development by New York State agencies.
 2. Representatives on the TraCS steering committee shall only be from agencies that have signed this agreement.
 3. NYSP is the sole contractor and sole contact agency with Technology Enterprise Group, approved vendor of the TraCS system.
 4. NYSP is the sole contractor with the Center for Transportation Research and Education at Iowa State University, approved vendor of the CTRE Location Tool used in the TraCS system.
 5. The term of this Agreement shall commence upon execution thereof and continue for a period of five (5) years thereafter.
 6. The Lead Agency and/or the Participating Agency may terminate this Agreement at any time by giving the NYSP reasonable advance notice.

IN WITNESS WHEREOF, the Participating Agency, the Lead Agency and the NYSP have executed this Agreement in triplicate:

Participating Agency

By: _____ (sign name and title)
_____, Chief of Police

Lead Agency Westchester County Department of Public Safety

By: _____ (sign name and title)
Terrance Raynor, Acting Commissioner-Sheriff

New York State Police

By: _____ (sign name and title)

(Print name and title)

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 20__, 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 is the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

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 and 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, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its

_____, thereunto duly authorized and
(Town Board, Village Board, City Council)

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, the undersigned, personally
appeared _____, personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the above
certificate and acknowledged to me that he/she executed the above certificate in his/her capacity
as _____ of _____,

(Title)

(Municipality)

the municipal corporation described in and which executed the within instrument.

Notary Public

County

APPENDIX “A”

(TraCS Users Agreement)

DRAFT

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, 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 County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. 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 and adjusted with the County.

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 any operations under the Agreement, 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 County of Westchester.

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 "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) 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: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's 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) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (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 of Westchester (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 of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (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.

Vedat Gashi**Chairman of the Board
Legislator, 4th District**

To: Jewel Williams Johnson, Committee on Budget & Appropriations
Terry Clements, Chair, Committee on Public Safety
Judah Holstein, Chair, Committee on Information Technology & Cybersecurity
Sunday Vanderberg, Clerk of the Board of Legislators

From: Vedat Gashi, Chair, of the Board of Legislators *Vedat Gashi*

Date: May 15, 2024

Re: Item # 2024-284

Please be advised that item 2024-284, an act authorizing the County to enter into Use and Dissemination Agreements with local municipalities, pursuant to which the County will act as lead agency to coordinate the local municipalities' use of New York State's Traffic and Criminal Software program and act as liaison with the New York State Police, presently appearing before the Committee on Budget & Appropriations and the Committee on Public Safety, shall also be referred to the Committee on Information Technology & Cybersecurity.

Cc: Marcello Figueroa
Dylan Tragni
Shatika Parker
James Silverberg

JS/js 5/15/2024

Vedat Gashi

**Chairman of the Board
Legislator, 4th District**



TO: Hon. Jewel Williams Johnson
Chair, Budget & Appropriations Committee

Hon. Terry Clements
Chair, Public Safety Committee

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: May 1, 2024

RE: IMA- The City of New Rochelle– National Night Out

As Chairman of the Board of Legislators I am referring the attached legislation to the Committee on Budget & Appropriations & Public Safety.

Thank you.

Cc: Marcello Figueroa
James Silverberg
Shatika Parker
Sunday Vanderberg

**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 City of New Rochelle (the “Municipality”), acting by and through its Police Department (the “PD”), pursuant to which the Municipality will provide its National Night Out (the “Program”) within the period from January 1, 2024 through December 31, 2024.

The County will pay the Municipality a total amount not to exceed Four Thousand, One Hundred and Twenty (\$4,120.00) Dollars, payable as invoiced, pursuant to an approved budget.

In consideration, the PD will provide the Program on or about Tuesday, August 6, 2024. 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 events including, but not limited to: community tours of the PD’s Headquarters, tours of the Long Island Sound with the PD’s Harbor Unit, live K-9 presentations, helicopter fly over(s), drone demonstration(s), and educational information and memorabilia / “giveaways” that will be provided to the community.

Like in past years, the Program will also provide food and beverages, as well as provide children’s activities such as a bouncy house, inflatable slide, dunk tank, clowns, coloring books, face painting and knocker ball.

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 8, 2024, 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: _____, 2024
White Plains, New York

COMMITTEE ON:

C:mb

ACT NO. 2024-____

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of New Rochelle, acting by and through its Police Department, pursuant to which the City of New Rochelle will provide its National Night Out program within the period from January 1, 2024 through December 31, 2024 for a total amount not to exceed \$4,120.00.

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 City of New Rochelle (the “Municipality”), acting by and through its Police Department, pursuant to which the Municipality will provide its National Night Out program (the “Program”) within the period from January 1, 2024 through December 31, 2024, for a total amount not to exceed Four Thousand, One Hundred and Twenty (\$4,120.00) Dollars, payable as invoiced, 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 duly authorized designee 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 City of New Rochelle

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

<input checked="" type="checkbox"/>	GENERAL FUND
-------------------------------------	--------------

☐ AIRPORT FUND☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	4,120
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Total Current Year Revenue	\$	-
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Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-52-5100-2508

Potential Related Operating Budget Expenses:	Annual Amount
--	---------------

Describe: _____

Potential Related Operating Budget Revenues:	Annual Amount	
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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: May 1, 2024

Reviewed By: A. J. X.

Budget Director

Date: 5/1/24

THIS AGREEMENT made the day of , 2024 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, (hereafter the “County”),

and

THE CITY OF NEW ROCHELLE, a New York municipal corporation, acting by and through its **POLICE DEPARTMENT** having an office and principal place of business at 515 North Avenue New Rochelle, NY 10801, (hereafter the "Municipality").

FIRST: The Municipality shall provide a National Night Out program as described in Schedule “A” attached hereto and made a part hereof (the “Program” or Services). The Program will operate on Tuesday, August 6, 2024. The Services shall be carried out by the Municipality in accordance with current industry standards and trade practices.

SECOND: The term of this Agreement shall commence retroactively January 1, 2024 and shall terminate on December 31, 2024, unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: For the services to be performed pursuant to Paragraph “FIRST,” the County will pay the Municipality a total amount not to exceed Four Thousand, One Hundred and Twenty (\$4,120.00) Dollars and zero cents payable in full after submission by the Municipality of an invoice within thirty (30) days of full execution of this Agreement, pursuant to the budget attached hereto and made a part hereof as Schedule “B”. Municipality agrees that, if requested to do so by the Chair, it shall promptly submit supporting documentation to substantiate the basis for payment. The Chair will submit any requests for supporting documentation within two (2) weeks of receiving an invoice. The County shall pay said invoice within thirty (30) days of receipt of the invoice, or if supporting documentation is requested then within thirty (30) days of submission of supporting documentation, only for such Services which have been accepted and approved by the Chair. No extra payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the services rendered under this Agreement, as all costs and expenses for said Services are deemed to be included in the fee set forth above.

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 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, and written statistics of the Program.

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. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. 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: All personnel and vehicles engaged in the Services shall at all times remain and be deemed the employees and property of the Municipality. 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 represents and warrants that all prices quoted herein for the services to be performed hereunder have been arrived at by the Municipality independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

TENTH: 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.

ELEVENTH The Municipality shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter enacted or

promulgated (“Laws”) applicable to this Agreement or the Services to be performed under this Agreement. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Services hereunder.

It is the intent and understanding of the County and Municipality that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

TWELFTH: 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, blueprints, computer printouts, graphs, charts, 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.

THIRTEENTH: 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. The Municipality shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. 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.

FOURTEENTH: 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.

FIFTEENTH: 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.

SIXTEENTH: 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, 8th 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: City of New Rochelle Police Department
475 North Avenue #2
New Rochelle, New York 10801

with a copy to: Corporation Counsel
City of New Rochelle
515 North Avenue
New Rochelle, New York 10801

SEVENTEENTH: 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.

EIGHTEENTH: 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.

NINETEENTH: 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.

TWENTIETH: Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of the aforementioned Schedule. The Municipality agrees that the terms of the Schedule has been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed the Schedule accurately and completely.

1.) Schedule “D” — “Vendor Direct Program - Electronic Funds Transfer”

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 as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County’s Finance Department).

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.

TWENTY-FIRST: 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-SECOND: 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-THIRD 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:
Title:

THE MUNICIPALITY

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No. _____ duly adopted on the _____ day of _____.

Approved

Assistant County Attorney
County of Westchester
k/bara/bol/IMA New Rochelle Nat. Night. Out 2024 CON133904

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2024 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

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 _____, 2024, 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 "National Night Out" Program on Tuesday August 6, 2024. Under said program, Municipality shall provide a variety of events including, but not limited to: Community Tours of the Municipality's Police Headquarters, tours of the Long Island Sound with the Municipality's Harbor Unit, live K-9 presentation, a Police Helicopter fly over(s), a drone demonstration(s), educational information and memorabilia / "giveaways" that will be provided to the community. Like in past years, the program will provide food and beverages, as well as provide children's activities such as a bouncy house, inflatable slide, dunk tank, clowns, coloring books, face painting and Knocker ball.

National Night Out Program is a community building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods a safe and more caring place to live. National Night Out enhances the relationship between New Rochelle residents and the New Rochelle Police Department while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and community together in a very positive setting.

DRAFT

SCHEDULE "B"

APPROVED BUDGET

- \$1,500 – Soft Ice cream
- \$1,500 – Shaved Ice
- \$1,120 – Other food items

Total Not to Exceed Amount:

\$4,120.00

DRAFT

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Event / Municipality Insurance)**

1. Prior to commencing an event, and throughout the term of the Agreement, the Permittee 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"), by providing a copy of policies, endorsements, and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies, endorsements, 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. Endorsements, 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 insurance 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) **Event Insurance** if the Event satisfies both of the following criteria:

- **Maximum daily attendance:** 5000, and
- **Lasting no longer than:** 10 consecutive days

i) An Event shall include, but not be limited to, the following:

Arts and Craft Shows	Conventions	Reunions
Auctions	Dances	Receptions
Bazaars	Exhibits	Seminars
Banquets	Meetings	Shows
Charity Events	Musicals	Social Gatherings
Church Meetings	Pageants	Weddings
Concerts*	Picnics	Wedding Reception
Conferences	Proms	Wedding Rehearsal

*Some concerts may be excluded from coverage or carry a higher premium as dictated by a carrier.

ii) The Event Insurance **effective date/s must cover:**

- **Date/s of actual event**
- **Day/s prior to and following actual event date if on-site set up and breakdown is needed**

iii) The Event Insurance shall meet the following **minimum insurance requirements**:

A) **General Liability Insurance** with a combined single limit of **\$1,000,000 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:

- **Property damage**
- **Bodily injury**

B) **Automobile Liability** with a minimum limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. The insurance shall include the following coverages:

- **Owned Automobiles**
- **Hired Automobiles**
- **Non-Owned Automobiles**

C) **Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis and written on a "follow the form" basis.

D) **Liquor Liability Insurance:**

- **Liquor Liability:** If alcohol will be **SOLD**: limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis.
- **Host Liquor Liability:** If alcohol will be **SERVED and NOT SOLD**: Limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis.

And

E) **Abuse & Molestation Liability:** If the primary Event focus or its direct participants include children under 18 years old, adults with special needs or the elderly: Minimum limit of **\$1,000,000 per occurrence and \$2,000,000 aggregate** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. (Minimum limit of \$3,000,000 may be required depending on the scope and at the

discretion of the Director of Risk Management. The insurance shall include the following coverages:

- **Misconduct**
- **Abuse (including both physical and sexual)**
- **Molestation**

(c) If the **Municipality is unable to secure Event Insurance to the satisfaction of the Director, the above insurance coverage must be secured as stand-alone policies.**

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.

4. The above policies for the Municipality and/or any of its subcontractors shall not contain any endorsements, terms, conditions or definitions that result in any labor law or action over exclusions.

Certificate Holder on all certificates of insurance shall read: The County of Westchester, 148 Martine Avenue, White Plains, New York 10601.

PLEASE NOTE: Printed copies of all of your full insurance policies, and any and all endorsements, are required.

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 Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
INSTRUCTIONS: 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

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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.

NEW/CHANGE VEN EFT 9/08

Vedat Gashi

**Chairman of the Board
Legislator, 4th District**



TO: Hon. Jewel Williams Johnson
Chair, Budget & Appropriations Committee

Hon. Terry Clements
Chair, Public Safety Committee

FROM: Hon. Vedat Gashi
Chairman of the Board

DATE: May 2, 2024

RE: IMA- The City of Peekskill– National Night Out

As Chairman of the Board of Legislators I am referring the attached legislation to the Committee on Budget & Appropriations & Public Safety.

Thank you.

Cc: Marcello Figueroa
James Silverberg
Shatika Parker
Sunday Vanderberg

Tel: (914) 995-2848 • Fax: (914) 995-3884 • E-mail: Gashi@westchesterlegislators.com

**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 City of Peekskill (the “Municipality”), acting by and through its Police Department (the “PD”), pursuant to which the Municipality will provide its National Night Out (the “Program”) within the period from January 1, 2024 through December 31, 2024.

The County will pay the Municipality a total amount not to exceed Two Thousand, (\$2,000.00) Dollars, payable as invoiced, pursuant to an approved budget.

In consideration, the PD will provide the Program on or about Tuesday, August 6, 2024. 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.

Like in past years, the Program will also provide food and beverages, music, as well as provide children’s activities such as football, soccer, arts and crafts, jewelry making, bouncy house activities and raffle giveaways.

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 8, 2024, 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: _____, 2024
White Plains, New York

COMMITTEE ON:

C:mb

FISCAL IMPACT STATEMENT

SUBJECT: IMA City of Peekskill

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

X	GENERAL FUND
----------	---------------------

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	2,000
-----------------------------------	-----------	--------------

Total Current Year Revenue	\$	-
-----------------------------------	-----------	----------

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-52-5100-2509

[illegible]

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: May 2, 2024

Reviewed By: Lawrence E. Jones

Budget Director

Date: 5/2/24

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 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, and written statistics of the Program.

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: All personnel and vehicles engaged in the Services shall at all times remain and be deemed the employees and property of the Municipality. 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 obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") applicable to this Agreement or the Services to be performed under this Agreement. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor and all Laws 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, 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, 8th 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: City of Peekskill
840 Main Street
Peekskill, New York 10566

With a copy to:

Peekskill Police Department
2 Nelson Avenue
Peekskill, New York 10566

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 _____, 2024.

Approved

Assistant County Attorney
County of Westchester
k/bara/bol/LMA Peekskill NNO 2024 CON133911

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2024 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

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 _____, 2024, 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 ("Program") on Tuesday, August 6, 2024. 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.

The Program is an annual community campaign that promotes police-community partnerships and neighborhood togetherness to make neighborhoods safer and a more caring place to live. The major objective of the Program is to enhance the relationship between neighbors and law enforcement while bringing back a true sense of community. To accomplish this goal, through the Program, the Municipality shall provide a variety of events, including but not limited to, football, soccer, cornhole, arts and crafts, jewelry making, bouncy house activities and raffle giveaways. Community members will also enjoy music, dance, and live performances.

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 residents and the Police Department, all while creating a sense of community. Furthermore, National Night Out Program provides a great opportunity to bring the Police Department and the community together in a positive setting.

SCHEDULE "B"

APPROVED BUDGET

\$600.00 - Food preparation equipment

\$300.00 - Food items

\$500.00 – Educational / Arts and Crafts materials

\$600.00 - Youth entertainment

Total Not to Exceed Amount:

\$2,000.00

DRAFT

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Event / Municipality Insurance)**

1. Prior to commencing an event, and throughout the term of the Agreement, the Permittee 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"), by providing a copy of policies, endorsements, and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies, endorsements, 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. Endorsements, 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 insurance 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) **Event Insurance** if the Event satisfies both of the following criteria:

- **Maximum daily attendance: 5000, and**
- **Lasting no longer than: 10 consecutive days**

i) An Event shall include, but not be limited to, the following:

Arts and Craft Shows	Conventions	Reunions
Auctions	Dances	Receptions
Bazaars	Exhibits	Seminars
Banquets	Meetings	Shows
Charity Events	Musicals	Social Gatherings
Church Meetings	Pageants	Weddings
Concerts*	Picnics	Wedding Reception
Conferences	Proms	Wedding Rehearsal

*Some concerts may be excluded from coverage or carry a higher premium as dictated by a carrier.

ii) The Event Insurance **effective date/s must cover:**

- **Date/s of actual event**
- **Day/s prior to and following actual event date if on-site set up and breakdown is needed**

iii) The Event Insurance shall meet the following **minimum insurance requirements**:

A) **General Liability Insurance** with a combined single limit of **\$1,000,000 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:

- **Property damage**
- **Bodily injury**

B) **Automobile Liability** with a minimum limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. The insurance shall include the following coverages:

- **Owned Automobiles**
- **Hired Automobiles**
- **Non-Owned Automobiles**

C) **Commercial Umbrella/Excess Insurance; \$2,000,000 each Occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis and written on a "follow the form" basis.

D) **Liquor Liability Insurance;**

- **Liquor Liability:** If alcohol will be **SOLD**; limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis.
- **Host Liquor Liability:** If alcohol will be **SERVED and NOT SOLD**; Limit of **\$1,000,000 per occurrence** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis.

And

E) **Abuse & Molestation Liability:** If the primary Event focus or its direct participants include children under 18 years old, adults with special needs or the elderly: Minimum limit of **\$1,000,000 per occurrence and \$2,000,000 aggregate** naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. (Minimum limit of \$3,000,000 may be required depending on the scope and at the

discretion of the Director of Risk Management. The insurance shall include the following coverages:

- **Misconduct**
- **Abuse (including both physical and sexual)**
- **Molestation**

(c) If the **Municipality is unable to secure Event Insurance to the satisfaction of the Director, the above insurance coverage must be secured as stand-alone policies.**

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.

4. The above policies for the Municipality and/or any of its subcontractors shall not contain any endorsements, terms, conditions or definitions that result in any labor law or action over exclusions.

Certificate Holder on all certificates of insurance shall read: The County of Westchester, 148 Martine Avenue, White Plains, New York 10601.

PLEASE NOTE: Printed copies of all of your full insurance policies, and any and all endorsements, are required.

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 Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
INSTRUCTIONS: 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:		
5. Vendor E-Mail Addresses for Remittance Notification:		Contact Person Telephone Number:
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.

NEW/CHANGE VEN EFT 9/08

ACT NO. 2024-_____

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Peekskill, acting by and through its Police Department, pursuant to which the City of Peekskill will provide its National Night Out program within the period from January 1, 2024 through December 31, 2024 for a total amount not to exceed \$2,000.00.

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 City of Peekskill (the “Municipality”), acting by and through its Police Department, pursuant to which the Municipality will provide its National Night Out program (the “Program”) within the period from January 1, 2024 through December 31, 2024, for a total amount not to exceed Two Thousand, (\$2,000.00) Dollars, payable as invoiced, 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 duly authorized designee 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.



George Latimer
County Executive

April 16, 2024

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 review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety (the "Department"), to gift the following surplus motor vehicles to the municipalities listed below, for use by their respective police departments in connection with their participation in the Drug Enforcement Agency Westchester County Task Force (the "Task Force"):

Vehicle Make	Model	Year	VIN	Municipality
Toyota	Highlander	2023	5TDKBRCH6PS589765	City of Mount Vernon
Toyota	Camry	2021	4T1FZ1AK5MU047492	City of Yonkers
Nissan	Murano	2016	5N1AZ2MH9GN153927	City of White Plains
Jeep	Grand Cherokee	2018	1C4RJFAG5JC250742	Village of Port Chester
Jeep	Grand Cherokee	2017	1C4RJFAG6HC765307	Town/Village of Harrison
Ford	Explorer	2012	1FMHK8D89CGA74195	City of New Rochelle

As your Honorable Board may know, the Task Force, comprised of various federal and local law enforcement agencies, including the Department, is charged with combatting illicit drug trafficking in the Westchester County area by immobilizing targeted violators and trafficking organizations.

Pursuant to a long standing Equitable Sharing Agreement, assets seized in Task Force operations, and forfeited under federal law, have been shared by members of the Task Force commensurate with each agency's relative participation in the Task Force, as determined by the United States Department of Justice ("USDOJ"). One of the Department's contributions has been to purchase various vehicles for use by Task Force members and to pay the repair/maintenance costs for such vehicles. In exchange for this service, the Department has been receiving a higher than average percentage of the forfeited assets.

The Department was recently notified by the USDOJ that beginning this year, the asset forfeiture percentages are being adjusted so that the Department will receive a much lower percentage of forfeiture assets for the vehicle purchases and maintenance services it provides. As a result, the Department no longer wishes to provide this service. Instead, it would like to transfer ownership of the vehicles to the various Task Force members who are currently using them, thereby relieving the County of the burden of owning and maintaining the vehicles.

Pursuant to Chapter 836, Section 836.31(9) of the Laws of Westchester County, the County is authorized to “make a gift of any surplus, obsolete or unused vehicles . . . to a municipality located within the County of Westchester that does not have any outstanding bonds used to finance the purchase of said [vehicles] or is subject to any grant restrictions that would prohibit such gift in a grant used to purchase such [vehicles]. Such gifts shall be made in a form approved by the County Attorney and subject to the approval of the Board of Legislators.”

The vehicle Bill of Sale shall provide that the vehicle is being transferred “AS IS” and that the County makes no warranties, express or implied, as to the vehicle’s condition.

For the reasons set forth above, the authority of your Honorable Board is respectfully requested to adopt the attached Act that would authorize the County to gift the surplus motor vehicles to the municipalities listed above, for use by their respective police departments in connection with their participation in the Task Force.

Sincerely,

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

George Latimer
Westchester County Executive

GL/TR/jpg/nn

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

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an Act which, if approved, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety (the "Department"), to gift the following surplus motor vehicles to the municipalities listed below, for use by their respective police departments in connection with their participation in the Drug Enforcement Agency Westchester County Task Force (the "Task Force"):

Vehicle Make	Model	Year	VIN	Municipality
Toyota	Highlander	2023	5TDKBRCH6PS589765	City of Mount Vernon
Toyota	Camry	2021	4T1FZ1AK5MU047492	City of Yonkers
Nissan	Murano	2016	5N1AZ2MH9GN153927	City of White Plains
Jeep	Grand Cherokee	2018	1C4RJFAG5JC250742	Village of Port Chester
Jeep	Grand Cherokee	2017	1C4RJFAG6HC765307	Town/Village of Harrison
Ford	Explorer	2012	1FMHK8D89CGA74195	City of New Rochelle

As your Honorable Board may know, the Task Force, comprised of various federal and local law enforcement agencies, including the Department, is charged with combatting illicit drug trafficking in the Westchester County area by immobilizing targeted violators and trafficking organizations.

Your Committee is advised that assets seized in Task Force operations, and forfeited under federal law, have been shared by members of the Task Force commensurate with each agency's relative participation in the Task Force, in accordance with an equitable sharing agreement. One of the Department's contributions has been to purchase various vehicles for use by Task Force members and to pay the repair/maintenance costs for such vehicles. In exchange for this service, the Department has been receiving a higher than average percentage of the forfeited assets.

Your Committee is advised that the Department was recently notified by the USDOJ that beginning this year, the asset forfeiture percentages are being adjusted so that the Department will receive a much lower percentage of forfeiture assets for the vehicle purchases and maintenance services it provides. As a result, the Department no longer wishes to provide this service. Instead, it

would like to transfer ownership of the vehicles to the various Task Force members who are currently using them, thereby relieving the County of the burden of owning and maintaining the vehicles.

Pursuant to Chapter 836, Section 836.31(9) of the Laws of Westchester County, the County is authorized to “make a gift of any surplus, obsolete or unused vehicles . . . to a municipality located within the County of Westchester that does not have any outstanding bonds used to finance the purchase of said [vehicles] or is subject to any grant restrictions that would prohibit such gift in a grant used to purchase such [vehicles]. Such gifts shall be made in a form approved by the County Attorney and subject to the approval of the Board of Legislators.”

Your Committee is advised that the vehicle Bill of Sale shall provide that the vehicle is being transferred “AS IS” and that the County makes no warranties, express or implied, as to the vehicle’s condition.

For the reasons set forth above, the authority of your Honorable Board is respectfully requested to adopt the attached Act that would authorize the County to gift the surplus motor vehicles to the municipalities listed above, for use by their respective police departments in connection with their participation in the Task Force.

The Department of Planning has advised your Committee that based on its review, the gifting of the vehicles may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and 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 Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2024
White Plains, New York

C/jpg/3.26.24

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: GIFT OF TASK FORCE VEHICLES TO LOC ☒ 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: An Act authorizing the County to gift surplus vehicles to local municipalities

in connection with their participation in the DEA Westchester County Task Force.

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: _____

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

Current Year: \$0.00

Next Four Years: \$0.00

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Department of Public Safety


Date: March 28, 2024

Reviewed By: 

Budget Director

Date: 4/9/24

TO: Siva Gopalkrishna, Director of Administrative Services
Department of Public Safety

FROM: David S. Kvinge, AICP, RLA, CFM 
Assistant Commissioner

DATE: April 16, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR TRANSFER
OF DRUG ENFORCEMENT AGENCY TASK FORCE VEHICLES**

PROJECT/ACTION: Transfer of ownership of motor vehicles, originally purchased and maintained by the County and provided to municipalities for use by their respective police departments in connection with their participation in the Drug Enforcement Agency Westchester County Task Force, to the participating municipalities for continued use for the same purpose.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required because the project/action may be classified as a TYPE II action pursuant to section(s):

- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.
-

COMMENTS: None

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Jeffrey Goldman, Senior Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

ACT NO. 2024-_____

AN ACT authorizing the County of Westchester to make gifts of various surplus motor vehicles to various local municipalities for use by their respective police departments in connection with their participation in the Drug Enforcement Agency Westchester County Task Force.

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

Section 1. In accordance with Chapter 836, Section 836.31(9) of the Laws of Westchester County, the County of Westchester (the “County”), acting by and through its Department of Public Safety (the “Department”), is hereby authorized to gift the following surplus motor vehicles to the municipalities listed below, for use by their respective police departments in connection with their participation in the Drug Enforcement Agency Westchester County Task Force:

Vehicle Make	Model	Year	VIN	Municipality
Toyota	Highlander	2023	5TDKBRCH6PS589765	City of Mount Vernon
Toyota	Camry	2021	4T1FZ1AK5MU047492	City of Yonkers
Nissan	Murano	2016	5N1AZ2MH9GN153927	City of White Plains
Jeep	Grand Cherokee	2018	1C4RJFAG5JC250742	Village of Port Chester
Jeep	Grand Cherokee	2017	1C4RJFAG6HC765307	Town/Village of Harrison
Ford	Explorer	2012	1FMHK8D89CGA74195	City of New Rochelle

§2. The vehicle Bill of Sale shall provide that the vehicle is being transferred “AS IS” and that the County makes no warranties, express or implied, as to the vehicle’s condition.

§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.