

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

Your Committee is in receipt of a communication from the County Executive recommending adoption of an Act which, if approved, would authorize the County of Westchester (“County”), acting by and through its District Attorney’s Office (the “DA’s Office”), to enter into intermunicipal agreements (“IMAs”) with the Cities of White Plains, Yonkers, Peekskill and New Rochelle, the Villages of Port Chester, Mamaroneck and Larchmont, and the Town of Greenburgh, through their respective police departments, pursuant to which said police departments will partner with the DA’s Office to conduct proactive investigations targeting human trafficking in Westchester County. The term of each IMA will commence upon execution by both parties and will continue for a period of five (5) years thereafter.

Your Committee is advised that the County is in receipt of a grant from the United States Department of Justice, Office of Justice Programs, to operate the Westchester County Anti-Trafficking Task Force Program (the “Program”). The goals of the Program are to improve law enforcement’s ability to identify victims of human trafficking, develop new partnerships and information sharing initiatives with federal, state and local law enforcement agencies, improve and sustain investigative and intelligence gathering methods, improve information sharing protocols with victim service providers, and enhance prosecution strategies.

In furtherance of these goals, the DA’s Office seeks to partner will local police departments to investigate complaints of human trafficking at locations where such activity is prevalent, such as massage parlors and hotels. Among other things, the investigations will develop evidence of illegal activity by interviewing managers and workers to gain insight into recruitment practices and operations, as well as identify those individuals responsible for financially supporting such activities.

In consideration for services rendered, the County will reimburse each police department an amount not-to-exceed \$45,000 to cover their overtime expenses. Such payments will be made from the proceeds of the grant.

The Planning Department has advised that the proposed IMAs does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required.

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.

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

The proposed IMAs will greatly enhance the ability of the DA's Office to prosecute perpetrators of human trafficking by gathering intelligence at locations where such illegal activity is common. Accordingly, your Committee most respectfully requests your Honorable Board's approval of the attached Act.

Dated: _____, 2024
White Plains, New York

Margaret A. Cio
John D. ...
Colin ...
John ...
David J. Subiolo

Benjamin Boyland
John ...
Henry ...

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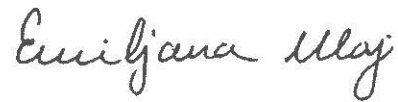
COMMITTEES ON

Legislation
2/12/24

Public Safety
2/20/24

Dated: February 12, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.



**COMMITTEE ON
Legislation**

Dated: February 20th, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Public Safety

Margaret A. Cunzio

FISCAL IMPACT STATEMENT

SUBJECT: District Attorney HTTF OT IMA 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 \$ 405,000

Total Current Year Revenue \$ 405,000

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

Additional Appropriations Other (explain)

Identify Accounts: W028G- Enhanced Collaborative Model Task Force to Combat Human Trafficking

Utilizing solely grant funds to fund overtime expenses on the program.

Potential Related Operating Budget Expenses: Annual Amount 360,000

Describe: Reimbursement of overtime expenses to municipalities.

We will receive federal revenue from the granting agency before reimbursing the

municipalities on their overtime expenses.

Potential Related Operating Budget Revenues: Annual Amount 360,000

Describe: There will not be any revenue to County. We will received federal grant funding to reimburse the municipality overtime expenses after they incur.

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

Current Year: \$0

Next Four Years: \$0

Prepared by: Olivia Kelly

Title: Coordinator of Administration

Department: District Attorney

Date: _____

Reviewed By: *[Signature]*
Budget Director

Date: 1/17/24

ACT NO. 2024 - _____

AN ACT authorizing the County of Westchester, acting by and through the District Attorney's Office, to enter into intermunicipal agreements with various local municipalities, acting through their respective police departments, to conduct proactive investigations targeting human trafficking in Westchester County.

BE IT ENACTED by the Board of Legislators of the County of Westchester, by an affirmative vote of a majority of the voting strength of said Board, as follows:

Section 1. The County of Westchester ("County"), acting by and through its District Attorney's Office (the "DA's Office"), is hereby authorized to enter into intermunicipal agreements ("IMAs") with the Cities of White Plains, Yonkers, Peekskill and New Rochelle, the Villages of Port Chester, Mamaroneck and Larchmont, and the Town of Greenburgh, through their respective police departments, pursuant to which said police departments will partner with the DA's Office to conduct proactive investigations targeting human trafficking in Westchester County.

§2. The term of each IMA will commence upon execution by both parties and will continue for a period of five (5) years thereafter.

§3. In consideration for services rendered, the County shall reimburse each municipality an amount not-to-exceed \$45,000 to cover their police department's overtime expenses.

§4. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all actions reasonably necessary to effectuate the purposes of this Act.

§5. This Act shall take effect immediately.

THIS INTERMUNICIPAL AGREEMENT (“IMA”) made this ____ day of _____, 2024 (the “Commencement Date”) by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”), acting by and through the Office of the District Attorney, having an office at 111 Dr. Martin Luther King, Jr. Boulevard, White Plains, New York 10601 (hereinafter referred to as the “DA’s Office”)

and

_____ a municipal corporation of the State of New York having an office and place of business at _____, New York _____ (hereinafter referred to as the “Municipality”), acting by and through the _____ Police Department (the “Police Department”),

together the “Parties”

WITNESSETH:

WHEREAS, the County, acting by and through the DA’s Office, has been awarded a grant from the United States Department of Justice, Office of Justice Programs, to operate the Westchester County Anti-Trafficking Task Force Program (the “Program”); and

WHEREAS, the goals of the Program are to improve law enforcement’s ability to identify victims of human trafficking, develop new partnerships and information sharing initiatives with federal, state and local law enforcement agencies, improve and sustain investigative and intelligence gathering methods, improve information sharing protocols with victim service providers, and enhance prosecution strategies; and

WHEREAS, in furtherance of these goals, the DA’s Office seeks to partner will local law enforcement agencies to investigate complaints of human trafficking at locations where such activity is prevalent; and

WHEREAS, the Municipality, through its Police Department, seeks to participate in the Program; and

WHEREAS, the Parties desire to enter into this IMA to set forth their respective roles and obligations with respect to carrying out the purposes of the Program.

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

1. The Municipality, through its Police Department, shall partner with the DA’s Office to investigate complaints of human trafficking at locations where such activity is prevalent, as more particularly described in the Scope of Services which is attached hereto and made a part hereof as Schedule “A” (hereinafter the “Services”).

2. As sole consideration for Services rendered, the County shall reimburse the Municipality the cost of "overtime expenses" incurred by its Police Department in performing the Services. Overtime expenses shall include overtime payments only (the "Overtime Expenses"). Fringe benefits (such as retirement, FICA, or other expenses) are not to be included in overtime payment. Auxiliary educational benefits are also not to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the agreement. Under no circumstances may any Municipality include any indirect costs for administrative fees for the processing of overtime or implementation of this Agreement. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. Reimbursement will only include the actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed. In no event shall the total amount payable by the County to the Municipality during the term of this IMA exceed the sum of FORTY-FIVE THOUSAND (\$45,000.00) DOLLARS.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services.

The Municipality shall, on a quarterly basis, submit to the DA's Office an invoice in support of each and every request for payment to be made. Each such invoice shall be uniquely numbered and be accompanied by a summary billing statement. The summary billing statement shall describe the Services rendered for which payment is being sought, the names of the Police Officers performing such Services, the date(s) on which such Services were rendered, and the specific Overtime Expenses incurred for such Services. Payment shall be made only after approval of said invoice and billing statement by the Westchester County District Attorney or her duly authorized designee (the "District Attorney"). In no event shall *final* payment be made to the Municipality prior to completion of all Services and the approval of same by the District Attorney.

3. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's actual receipt of funds from the United States Department of Justice, Office of Justice Programs.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the United States Department of Justice, Office of Justice Programs, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. 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.

In addition, 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.

3. 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, graphs, charts, 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 District Attorney. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

4. The Services to be performed pursuant to the terms of this Agreement shall commence on the date this IMA is fully executed by both Parties and approved by the Office of the County Attorney, as indicated at the top of the first page of this IMA (the "Commencement Date"), and shall continue for a period of five (5) years thereafter.

The Municipality shall issue progress reports to the County as the District Attorney may direct and shall immediately inform the District Attorney in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The Municipality agrees and shall be subject to the insurance requirements contained in Schedule "B", which schedule is attached to and forms a part of this Agreement. In addition to and not in limitation of the insurance provisions contained in Schedule "B", 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 IMA 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 IMA.

6. The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor or otherwise.

7. 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. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form and related information are annexed hereto as Schedule "C." The completed Authorization Form must be returned by the Municipality to the Westchester County Department of Finance ("Finance Department") prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

8. (a) The County, upon ten (10) days notice to the Municipality, may terminate this IMA 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 Overtime Expenses incurred for Services already rendered under this IMA prior to the effective date of termination. Upon receipt of notice that the County is terminating this IMA in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this IMA without the express approval of the District Attorney.

In the event of a dispute as to the amount of Overtime Expenses incurred for Services rendered by the Municipality prior to the date of termination, it is understood and agreed that the District Attorney shall determine the value of such Overtime Expenses. 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 IMA 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 IMA and the County shall have the

right, power and authority to complete the Services provided for in this IMA. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this IMA shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

9. 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:

Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

Office of the District Attorney
County of Westchester
111 Dr. Martin Luther King, Jr. Boulevard
White Plains, New York 10601

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

10. This IMA 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.

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

12. Nothing contained herein shall be construed to make either party the agent, employee or co-venturer of the other and the Parties hereto expressly disclaim the existence of any such relationship between them.

13. The failure of the County to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver of such breach or default or any subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the County may be entitled.

14. The Municipality shall not assign, sublet, subcontract or otherwise dispose of this IMA, or any right, duty or interest herein, without the prior express written approval of the County. Any purported delegation of duties, assignment of rights under this IMA without the prior express written consent of the County is void. No assignment, subcontracting, subletting or other such disposition of this IMA, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations under this IMA.

15. This IMA shall be construed and enforced in accordance with the Laws of the State of New York.

16. This IMA shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

BY: _____
Miriam E. Rocah
District Attorney

MUNICIPALITY

BY: _____
Name:
Title:

Approved by the Westchester County Board of Legislators on the ____ day of _____, 2024 by Act No. 24-_____.

Approved by the City/Village/Town Board of the Municipality on the ____ day of _____, 2024 by Resolution No. _____.

Approved:

Sr. Assistant County Attorney
County of Westchester

DRAFT

ACKNOWLEDGMENT

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

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

CERTIFICATE OF AUTHORITY
(MUNICIPAL CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution _____
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said
Municipal Corporation by authority of its governing board, 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 the _____ day of _____ in the year 2024 before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

SCHEDULE "A"

SCOPE OF SERVICES

The Municipality, through its Police Department, shall work in conjunction with the Westchester County District Attorney's Office to conduct proactive investigations targeting Human Trafficking "routes" in Westchester County. The Police Department's investigations shall also focus on gathering intelligence of possible illegal activity at massage parlors and other locations where such illegal activity occurs. The Police Departments shall develop evidence, interview managers and workers to gain insight into the recruitment practices, operations and financial responsible individuals at the location. Lastly, the Police Departments will continue to focus on local hotel operations by investigating online advertisements and possible trafficking incidents that occur at the hotels.

Overall management of Human Trafficking Task Force investigations shall be the responsibility of the Westchester County District Attorney's Office. The Westchester County District Attorney's Office will be responsible for opening and monitoring Human Trafficking Task Force investigations with the collaborative input of the Human Trafficking Task Force members. Human Trafficking Task Force personnel will have equal responsibility for each assigned investigation from opening through resolution. There will be no unilateral law enforcement actions taken by members of the Human Trafficking Task Force investigative team. All law enforcement actions in furtherance of Human Trafficking Task Force will be coordinated and cooperatively carried out.

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

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

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

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

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

DRAFT

SCHEDULE "C"

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)

- New
- Change

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

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 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.*

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)

Checking

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 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.*

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.**