

George Latimer
County Executive

October 15, 2024

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

Dear Honorable Members of the Board:

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

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of White Plains ("White Plains") in order to reimburse White Plains in an amount not to exceed \$97,500.00 in 2022, \$114,500.00 in 2023, \$195,000.00 in 2024, and \$195,000.00 in 2025, for a total amount not to exceed \$602,000.00, for the term commencing retroactively on January 1, 2022 and expiring on December 31, 2025. This IMA will allow the County to reimburse White Plains for the costs incurred by White Plains to transport prisoners who have been arraigned to and from White Plains and the Westchester County Jail, located at Valhalla, New York.

The annual reimbursement amount for 2022 and 2023 shall include all expenses related to the transportation of prisoners pursuant to the IMA.

Thereafter, in 2024 and in 2025, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$270.00 per round trip with two police officers; \$405.00 per round trip with three police officers; and \$540.00 per round trip with four police officers. White Plains shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided in the IMA.

I believe that this IMA with White Plains is in the best interests of the County, and I therefore, recommend that your Honorable Board approve the annexed Act.

Very truly yours,

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

George Latimer
County Executive

GL/mb
Att.

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

Your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County of Westchester ("County") is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York.

Your Committee is in receipt of a communication from the County Executive, recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of White Plains ("White Plains") in order to reimburse White Plains in an amount not to exceed \$97,500.00 in 2022, \$114,500.00 in 2023, \$195,000.00 in 2024, and \$195,000.00 in 2025, for a total amount not to exceed \$602,000.00, for the term commencing retroactively on January 1, 2022 and expiring on December 31, 2025. This IMA will allow the County to reimburse White Plains for the costs incurred by White Plains to transport prisoners who have been arraigned to and from White Plains and the Westchester County Jail.

Your Committee has been further advised that the annual reimbursement amount for 2022 and 2023 shall include all expenses related to the transportation of prisoners pursuant to the IMA. Thereafter, in 2024 and in 2025, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$270.00 per round trip with two police officers; \$405.00 per round trip with three police officers; and \$540.00 per round trip with four police officers. White Plains shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided in 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 the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

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

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

Dated: _____, 2024
White Plains, New York

COMMITTEE ON:

FISCAL IMPACT STATEMENT

SUBJECT: Pris. Trans. White Plains 2022-2025

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 \$ 97,500

Total Current Year Revenue _____

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

Additional Appropriations

Other (explain)

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: 2022-\$97,500(to reimburse city of White Plains for transporting prisoners).

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: N/A

Next Four Years: 2023- \$114,500

2024-\$195,000

2025-\$195,000

Prepared by: William Fallon *WF*

Title: Director of Administrative services

Department: Correction

Date: October 9, 2024

Reviewed By: *[Signature]*

Budget Director

Date: 10/11/24

ACT NO. 2024- _____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of White Plains in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2022 through December 31, 2025, for a total amount not to exceed \$602,000.00.

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into an Intermunicipal Agreement (“IMA”) with the City of White Plains (“White Plains”) in order to reimburse the municipality for the cost to transport prisoners round trip between White Plains and the Westchester County Jail located at Valhalla, New York, in the amount not to exceed in an amount not to exceed \$97,500.00 in 2022, \$114,500.00 in 2023, \$195,000.00 in 2024, and \$195,000.00 in 2025, for a total amount not to exceed \$602,000.00 for the term commencing retroactively on January 1, 2022 and expiring on December 31, 2025.

§2. The County will reimburse White Plains the annual reimbursement amount for 2022 and 2023, which shall include all expenses related to the transportation of prisoners pursuant to the IMA. In 2024 and in 2025, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$270.00 per round trip with two police officers; \$405.00 per round trip with three police officers; and \$540.00 per round trip with four police officers. White Plains shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided in the IMA.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION—WHITE PLAINS

THIS AGREEMENT, made this _____ 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

(hereinafter referred to as the “County”)

and

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

(each of the County and the Municipality may be referred to individually as a “Party” and together as the “Parties”)

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

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

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

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

the Municipality for the actual number of round trips. The Municipality, where possible, shall hold prisoners for one daily trip to the Westchester County Jail.

2. DEFINITION OF ROUND TRIP:

“Round Trip” is defined as:

For Transportation to County Jail subsequent to arrest - 1 round trip;

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

For Transportation from County Jail to local court; remand to County Jail, - 2 round trips;

3. PAYMENT: The Municipality shall be reimbursed by the County for prisoner transportation services as follows:

For the year 2022, an amount not to exceed NINETY-SEVEN THOUSAND, FIVE HUNDRED (\$97,500.00) DOLLARS;

For the year 2023, an amount not to exceed ONE HUNDRED FOURTEEN THOUSAND, FIVE HUNDRED (\$114,500.00), DOLLARS;

The annual reimbursement amount for 2022 and 2023 shall include all expenses related to the transportation of prisoners pursuant to this Agreement; and

For the year 2024, \$270.00 per round trip with two police officers; \$405.00 per round trip with three police officers and \$540.00 per round trip with four police officers for an amount not to exceed \$195,000.00; and

For the year 2025, \$270.00 per round trip with two police officers; \$405.00 per round trip with three police officers and \$540.00 per round trip with four police officers for an amount not to exceed 195,000.00.

The total aggregate amount not exceed payable by the County shall be \$602,000.00.

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

Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of the Department; provided, however, that requests for reimbursement for amounts incurred prior to the execution of this Agreement may be made in one consolidated claim which includes a breakdown of all the charges and trips, covering the entirety of such periods, with supporting documentation as requested by the Commissioner. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

4. **TERM:** This Agreement shall commence retroactively on January 1, 2022 and shall expire on December 31, 2025. The County or the Municipality may, upon thirty (30) days written notice to the other Party, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **INSURANCE AND INDEMNIFICATION:** All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "A" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from

and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

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

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

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

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2024.

THE COUNTY OF WESTCHESTER

THE CITY OF WHITE PLAINS

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
Thomas M. Roach
Mayor

Approved by the Westchester County Board of Legislators by Act Number 20 - ____ on the __th day of _____, 20__.

Approved by the Common Council of the City of White Plains on the 7th day of October, 2024.

Approved
:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/BARA/DCR/White Plains IMA 22-25 CON135342

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, before me personally came Thomas M. Roach, to me known, and known to me to be the Mayor of The City of White Plains, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said Thomas M. Roach resides at White Plains, New York and that he is Mayor of said municipal corporation.

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(Municipality - LEO)**

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 \$5,000,000 (c.s.1) per occurrence 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: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 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 \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of \$5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.
- f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of \$5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.
- g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of \$5,000,000.00 per occurrence). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:
 - (i) Misconduct
 - (ii) Abuse (including both physical and sexual)
 - (iii) Molestation

3. All policies of the 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.