



Memorandum  
Office of the County Executive  
Michaelian Office Building

To: The Honorable Members of the Board of Legislators

From: Hon. Kenneth W. Jenkins, Westchester County Executive

Date: June 10, 2026

Re: An Act authorizing the County of Westchester to enter into an intermunicipal agreement with the City of Peekskill to provide reimbursement for prisoner transportation for the term commencing retroactively on January 1, 2026 through December 31, 2027.

---

---

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. In addition, the County is required to provide meals to such prisoners. 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 Peekskill ("Peekskill") for the term commencing retroactively on January 1, 2026 and expiring December 31, 2027 in order to reimburse Peekskill an amount not to exceed \$110,000.00 in 2026 and an amount not to exceed \$80,000.00 in 2027, for a total not to exceed amount of \$190,000.00. This IMA will allow the County to reimburse Peekskill for the costs incurred by Peekskill to transport prisoners who have been arraigned to and from Peekskill City Court ("Court") and the Westchester County Jail ("Jail").

For the period from January 1, 2026 through May 17, 2026, Peekskill shall provide round trip transportation for all prisoners remanded to Jail by court order or required to appear before the Court and that the County shall reimburse the Municipality for (i) round trip prisoner transportation services as defined in Article One of the IMA, at an hourly rate as agreed upon, and for up to a maximum of four (4) hours per officer, per round trip (ii) vehicle mileage (iii) and for actual and reasonable costs incurred for meals provided to post-arrangement prisoners.

Thereafter, for the period from May 18, 2026 through December 31, 2027, the County and the Peekskill have agreed that prisoner transportation for all prisoners remanded to the Jail by court order, shall be provided and managed collaboratively between the County and the Peekskill, and that the County will reimburse Peekskill for (i) round trip prisoner transportation services as defined in Article Two of the IMA, at an hourly rate as agreed upon, and for up to a maximum of two and a half (2.5) hours per officer, per round trip, and (ii) vehicle mileage.

The County will reimburse Peekskill for prisoner transportation at the following rates: (a) from the period January 1, 2026 through May 17, 2026: \$95 per hour, per police officer, maximum up to four (4) hours per Round Trip; (b) from the period from May 18, 2026 through December 31, 2026: \$95 per hour, per

police officer, maximum up to two and a half (2.5) hours per Round Trip; (c) from the period from January 1, 2026 through December 31, 2027: \$96.90 per hour, per police officer, maximum up to two and a half hours per Round Trip. Peekskill shall also be reimbursed for vehicle usage at the rate of seventy-two point five cents (\$.725) per mile, or at the then current Internal Revenue Service mileage rate, between the Court or Headquarters and Jail which is deemed twenty (20) miles each way.

It is in the best interest of the County to enter into this IMA with Peekskill, and recommend that your Honorable Board approve the annexed Act.

KWJ/JS/mb

Attachments

## **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 Peekskill (“Peekskill”) for the term commencing retroactively on January 1, 2026 and expiring December 31, 2027 in order to reimburse Peekskill an amount not to exceed \$110,000.00 in 2026 and an amount not to exceed \$80,000.00 in 2027, for a total not to exceed amount of \$190,000.00. This IMA will allow the County to reimburse Peekskill for the costs incurred by Peekskill to transport prisoners who have been arraigned to and from Peekskill City Court (“Court”) and the Westchester County Jail (“Jail”).

Your Committee has been further advised that for the period from January 1, 2026 through May 17, 2026, Peekskill shall provide round trip transportation for all prisoners remanded to Jail by court order or required to appear before the Court and that the County shall reimburse the Municipality for (i) round trip prisoner transportation services as defined in Article One of the IMA, at an hourly rate as agreed upon, and for up to a maximum of four (4) hours per officer, per round trip (ii) vehicle mileage (iii) and for actual and reasonable costs incurred for meals provided to post-arrangement prisoners. Thereafter, for the period from May 18, 2026 through December 31, 2027, the County and the Peekskill have agreed that prisoner transportation for all prisoners remanded to the Jail by court order, shall be provided and managed collaboratively between the County and the Peekskill, and that the County will reimburse Peekskill for (i) round trip prisoner transportation services as defined in Article Two of the IMA, at an hourly rate as agreed upon, and for up to a maximum of two and a half (2.5) hours per officer, per round trip, and (ii) vehicle mileage.

Your Committee has been further advised that the County will reimburse Peekskill for prisoner transportation at the following rates: (a) from the period January 1, 2026 through May 17, 2026: \$95 per hour, per police officer, maximum up to four (4) hours per Round Trip; (b) from the period from May 18, 2026 through December 31, 2026: \$95 per hour, per police officer, maximum up to two and a half (2.5) hours per Round Trip; (c) from the period from January 1, 2026 through December 31, 2027: \$96.90 per hour, per police officer, maximum up to two and a half hours per Round Trip. Peekskill shall also be reimbursed for vehicle usage at the rate of seventy-two point five cents (\$.725) per mile, or at the then current Internal Revenue Service mileage rate, between the Court or Headquarters and Jail which is deemed twenty (20) miles each way.

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 9, 2026, 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: \_\_\_\_\_, 2026

White Plains, New York

**COMMITTEE ON**

C/MB/6.10.26

**ACT NO. 2026- \_\_\_\_\_**

**AN ACT** authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Peekskill in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2026 through December 31, 2027, for a total amount not to exceed \$190,000.00.

**BE IT ENACTED**, by the County Board of the County of Westchester 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 Peekskill (“Peekskill”) for the term commencing retroactively on January 1, 2026 and expiring December 31, 2027 in order to reimburse Peekskill an amount not to exceed \$110,000.00 in 2026 and an amount not to exceed \$80,000.00 in 2027, for a total not to exceed amount of \$190,000.00. This IMA will allow the County to reimburse Peekskill for the costs incurred by Peekskill to transport prisoners who have been arraigned to and from Peekskill City Court (“Court”) and the Westchester County Jail (“Jail”).

**§2.** The County will reimburse Peekskill for prisoner transportation at the following rates: (a) from the period January 1, 2026 through May 17, 2026: \$95 per hour, per police officer, maximum up to four (4) hours per Round Trip; (b) from the period from May 18, 2026 through December 31, 2026: \$95 per hour, per police officer, maximum up to two and a half (2.5) hours per Round Trip; (c) from the period from January 1, 2026 through December 31, 2027: \$96.90 per hour, per police officer, maximum up to two and a half hours per Round Trip. Peekskill shall also be reimbursed for vehicle usage at the rate of seventy-two point five cents (\$.725) per mile, or at the then current Internal Revenue Service mileage rate, between the Court or Headquarters and Jail, which is deemed twenty (20) miles each way.

**§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.

**DRAFT**

**PRISONER TRANSPORTATION--PEEKSKILL**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 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 PEEKSKILL**, a municipality of the State of New York having its office and place of business at 840 Main Street, Peekskill, New York 10566

(hereinafter referred to as the “Municipality”)

**RECITALS**

**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 (the “Jail”); and

**WHEREAS**, the County and the Municipality agree to cooperate in providing such prisoner transportation to and from the Peekskill City Court (the “Court”); and

**WHEREAS**, the County and the Municipality have agreed that from January 1, 2026 through May 17, 2026, it is acknowledged that the Municipality provided round trip transportation for all prisoners remanded to the Jail by court order or required to appear before the Court within the Municipality and that the County shall reimburse the Municipality for (i) round trip prisoner transportation services as defined in Article One below, at an hourly rate as agreed upon, and for up to a maximum of four (4) hours per officer, per round trip (ii) vehicle mileage (iii) and for actual and reasonable costs incurred for meals provided to post-arrangement prisoners, as agreed upon herein; and

**DRAFT**

**WHEREAS**, for the period from May 18, 2026 through December 31, 2027, the County and the Municipality agree that prisoner transportation for all prisoners remanded to the Jail by court order, shall be provided and managed collaboratively between the County and the Municipality, and that the County will reimburse the Municipality for (i) round trip prisoner transportation services as defined in Article Two below, at an hourly rate as agreed upon, and for up to a maximum of two and a half (2.5) hours per officer, per round trip, and (ii) vehicle mileage pursuant to the procedures set forth below.

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

**ARTICLE ONE  
PRISONER TRANSPORTATION SERVICES DURING THE PERIOD OF  
JANUARY 1, 2026 THROUGH MAY 17, 2026**

**Section 1.1 PRISONER TRANSPORTATION:**

From the period of January 1, 2026 through May 17, 2026, except for prisoners arrested by Westchester County Department of Public Safety Services, it is hereby recognized and agreed that the Municipality provided 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 Jail by court order or required to appear before the Peekskill City Court within the Municipality. The County will reimburse the Municipality for the actual number of round trips between the Court and the Jail during this period.

**Section 1.2 DEFINITION OF ROUND TRIP UNDER ARTICLE ONE:**

“Round Trip” is defined as:

For transportation to the Jail subsequent to arrest - 1 Round Trip;

For transportation from the Jail to the Court; no return - 1 Round Trip; and

For transportation from the Jail to the Court; and remand to the Jail - 2 Round Trips

**DRAFT**

**Section 1.3.PAYMENT TERMS UNDER ARTICLE ONE :**

The Municipality shall be reimbursed by the County for prisoner transportation services conducted during the period of January 1, 2026 through May 17, 2026 at the hourly rate indicated in Schedule “A” which is attached hereto made a part hereof and up to a maximum of four (4) hours per officer per round trip.

The Municipality shall also be reimbursed for vehicle usage at the rate of seventy-two point five cents (\$.725) per mile, or at the then current Internal Revenue Service mileage rate, between Peekskill City Court and the Westchester County Jail which is deemed to be twenty (20) miles each way.

The County shall also reimburse the Municipality for all meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the Municipality’s monthly invoices submitted to the Department.

Payment under this Agreement for services rendered pursuant to Article One shall be made after submission by the Municipality of a monthly invoice, which invoice shall be uniquely numbered, and paid only after approval of the invoice by the Commissioner.

Each invoice submitted to the Department of Correction, shall include the following information: (i) month, each service date (ii) number of Round Trips made per each date and the rate for such Round Trip as set forth in Section 1.3 above, each Round Trip must identify the number of prisoners transported, and the number of police officers utilized (iii) number of miles and mileage rate, (iv) number of meals provided to prisoners during each Round Trip and the cost for such meals, (v) supporting documentation such as a chart including line item descriptions of each expense. 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.

**DRAFT**

**ARTICLE TWO**

**PRISONER TRANSPORTATION SERVICES FOR THE PERIOD OF MAY 18, 2026  
THROUGH DECEMBER 31, 2027**

**Section 2.1 PRISONER TRANSPORTATION:**

The Department shall provide transportation for all prisoners in their custody who are required to appear before Peekskill City Court by court order within the Municipality.

- a. Municipality shall allow Department staff and prisoners to safely access the two dry cells outside of the courtroom area of the Court through the Municipality's lockup located in the City of Peekskill Police Department headquarters ("Headquarters").
- b. Municipality must provide appropriate and secure accommodations to restroom facilities located in the Headquarters for any prisoner requesting to use restroom facilities.
- c. County, pursuant to New York state requirement of "30-Minute Checks" through the Department's staff, will maintain constant observation of Department prisoners at all times when they are not in the courtroom at the Court or under the supervision of New York State Court Officers.

The Department shall manage all new admission remands prisoner transportation services pursuant to the following procedures.

When Department's transportation staff is not present at the Court:

After Municipality receives a newly remanded prisoner from the Court, Municipality shall notify the County by notifying the Department's Booking Supervisor and request the Department's ability to conduct a pickup of the prisoner to transport to the Jail.

The County, by and through its Department's Booking Supervisor, shall notify the Municipality if the Department is able to respond to the Municipality's request to transport the prisoner to the Jail. If the Department is able to respond, the Department shall notify the Municipality of the Department's ability to conduct a pickup of the prisoner at the Court or being held at the Headquarters. The Municipality and the Department shall collaborate and work diligently to facilitate any prisoner transportation pickup.

**DRAFT**

If the Department advises that it is able to respond for pickup, the Department shall make reasonable efforts to assume custody of the prisoner within two (2) hours of notification by the Municipality. If the Department is unable to respond within the two (2) hour time period, the Municipality shall proceed with the prisoner transport pursuant to Section 2.3., using its own police department personnel and vehicles. Reimbursement will be limited to round-trip transport from the Court or Headquarters to the Jail, as detailed in Section 2.3 below. In the event that the Municipality proceeds with the prisoner transport pursuant to this provision, it shall notify the Department's Booking Supervisor at the soonest time possible.

**Section 2.2 DEFINITION OF ROUND TRIP UNDER ARTICLE TWO:**

“Round Trip” is defined as:

For transportation to the Jail from the Court or the Headquarters subsequent to arrest  
- 1 Round Trip.

**Section 2.3.PAYMENT TERMS UNDER ARTICLE TWO:**

If the Department is unable to respond to a prisoner transportation pickup request, the Municipality shall provide transport for prisoners remanded to the Department's custody using its own police department personnel and vehicles pursuant to the reimbursement terms set forth in this Section 2.3. Reimbursement will be limited to round-trip transport from the Court or Headquarters to the Jail.

The Municipality shall be reimbursed by the County for prisoner transportation services conducted after May 17, 2026, through December 31, 2027, at the hourly rate indicated in Schedule “A” which is attached hereto made a part hereof and up to a maximum of two and a half (2.5) hours per officer per Round Trip.

The Municipality shall also be reimbursed for vehicle usage at the rate of seventy-two point five cents (\$.725) per mile, or at the then current Internal Revenue Service mileage rate,

**DRAFT**

between the Court or Headquarters and Jail which is deemed for the purposes of this Section to be twenty (20) miles each way.

Each invoice submitted by the Municipality to the Department, shall include the following information: (i) month, each service date (ii) number of Round Trips made per each date and the rate for such Round Trip as set forth in Section 2.3 above, each Round Trip must identify the number of prisoners transported and the number of police officers utilized, (iii) number of miles and mileage rate, (iv) supporting documentation such as a chart including line item descriptions of each expense. Reimbursement requests 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.

**ARTICLE THREE**  
**MISCELLANEOUS**

**Section 3.1 TERM:**

This Agreement shall commence retroactively on January 1, 2026 and shall expire on December 31, 2027. 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.

**Section 3.2 AGGREGATE AMOUNT AND SUBJECT TO APPROPRIATIONS:**

The annual aggregate cost to the County under this Agreement in 2026 shall not exceed \$110,000.00, and in 2027 shall not exceed \$80,000.00, for a total aggregate cost to the County pursuant to this Agreement, which shall not exceed \$190,000.00. . The County agrees that if the not to exceed amounts for either or both 2026 or 2027 are expected to be exceeded, it will make reasonable efforts to seek approval from the Board of Legislators to increase such amount to cover the remainder of the applicable year for which the increase is sought. If the not-to-exceed

**DRAFT**

amount set forth herein is reached and the County declines to authorize additional funding, the City's obligation to perform transports under this Agreement shall cease.

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.

The Municipality, shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete round trip prisoner transportation, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

**Section 3.3 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.

**Section 3.4 APPLICABLE LAW:**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**Section 3.5 APPROVALS:**

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

**DRAFT**

**IN WITNESS WHEREOF**, the County and the Municipality have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

THE COUNTY OF WESTCHESTER

THE CITY OF PEEKSKILL

By: \_\_\_\_\_  
Joseph Spano  
Commissioner of Correction

By: \_\_\_\_\_  
Matthew Alexander  
City Manager

Approved by the Westchester County Board of Legislators by Act Number \_\_\_\_\_ on the day of \_\_\_\_\_, 2026.

Approved by the City Council of the City of Peekskill on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Approved \_\_\_\_\_:

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
K/BARA/DCR/Peekskill IMA 2026-75

\_\_\_\_\_  
City of Peekskill City Attorney

**DRAFT**

**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_.

the municipal corporation described in and which executed the within instrument, who being by  
me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at

\_\_\_\_\_ and that he is \_\_\_\_\_ of said municipal corporation.

\_\_\_\_\_  
Notary Public        County

**DRAFT**

**CERTIFICATE OF AUTHORITY**  
(Municipality)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_  
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Village Law, Town Law,  
General Municipal Law)

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

\_\_\_\_\_ of the Municipality, that said  
(Title of such person),

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

\_\_\_\_\_  
(Town Board, Village Board, City Council)

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 \_\_\_\_\_, 2026, 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

**DRAFT**

**SCHEDULE "A"**

**PEEKSKILL REIMBURSEMENT RATES**

January 1, 2026 through May 17, 2026:

\$95 per hour, per police officer, maximum up to four (4) hours per Round Trip.

May 18, 2026 through December 31, 2026:

\$95 per hour, per police officer, maximum up to two and a half (2.5) hours per Round Trip.

January 1, 2027 through December 31, 2027:

\$96.90 per hour, per police officer, maximum up to two and a half hours per Round Trip.