

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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which will authorize the County of Westchester ("County") to amend its lease agreement ("Agreement") with the City of Mount Vernon ("Mt. Vernon"), wherein the County leases certain police vehicles to Mt. Vernon for use by the Mt. Vernon Police Department in its daily patrol operations, in order to increase the number of police vehicles leased by the County to Mt. Vernon from four to seven vehicles and also to correct certain clerical errors contained in Schedule "A" of the Agreement ("First Amendment").

Your Committee has been advised that your Honorable Board on April 26, 2021, by Act No. 69-2021, authorized the County to enter into the Agreement for the purpose of leasing four (4) vehicles for use by the Mt. Vernon Police Department in its daily patrol operations, for a term of five (5) years, commencing retroactively on April 15, 2021 and expiring on April 14, 2026. The Agreement was subsequently executed.

Your Committee has been advised further that the Department of Public Safety Services ("Department") has determined that there are three (3) additional vehicles ("Additional Vehicles") that are no longer necessary to meet the operational demands of the Department but are still in good working order. Mt. Vernon continues to be unable to purchase new vehicles at the present time due to budgetary constraints and has requested the Additional Vehicles for its daily patrol operations. As such, it is recommended that the Additional Vehicles be leased to Mt. Vernon. The Agreement, as amended by this First Amendment will allow for the strategic placement and operation of a total of seven (7) police vehicles for the benefit of the residents of both the Westchester County and the City of Mount Vernon.

Pursuant to the terms of the Agreement, the County will lease the Additional Vehicles in its "AS IS" condition. In consideration for the use of the Additional Vehicles, Mt. Vernon will pay the County the sum of One and 00/100 (\$1.00) Dollar. As additional consideration, Mt. Vernon will operate, repair and maintain the Additional Vehicles as required to perform its daily patrol operations within Mt. Vernon, and as otherwise determined by the Commissioner/Sheriff of the Department.

Mt. Vernon will be responsible to register the Additional Vehicles and maintain insurance naming the County as additional insured. Mt. Vernon will also indemnify, hold harmless and defend the County against any claims resulting from Mt. Vernon's use and/or maintenance of the Additional Vehicles. Title to the Additional Vehicles will remain with the County. At the expiration of the Agreement, on April 14, 2026, all leased vehicles, including the Additional Vehicles, will be returned to the County.

In addition, in order to correct certain clerical errors contained in Schedule "A" to the Agreement, your Committee is advised that Schedule "A" will be deleted in its entirety and replaced with a revised schedule which is annexed to the Act submitted herewith. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Planning Department has advised that based on its review, the proposed First Amendment constitutes a "Type II" action under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR Part 617.5(c)(31), regarding the transfer of surplus government property, and that no further environmental review is required, as indicated in the annexed SEQRA documentation. Your Committee concurs with this conclusion.

It should be noted that an affirmative vote of a majority of the voting strength of your Honorable Board is required in order to adopt the proposed Act. Your Committee has carefully considered the annexed proposed Act and recommends its adoption.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

C: CMC 11.03.2021

TO: Carla Chaves, Assistant County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Director of Environmental Planning



DATE: November 4, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF
POLICE VEHICLES TO THE CITY OF MOUNT VERNON**

PROJECT/ACTION: Amendment of an intermunicipal agreement with the City of Mount Vernon, involving the lease of decommissioned, but still operable county-owned vehicles to the City for use by the Mount Vernon Police Department in its daily patrol operations, to add several more vehicles to the lease.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 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: As noted in the review for the original agreement—although not a permanent conveyance, the action involves a transfer of surplus government property which would be classified as a Type II action pursuant to the section listed above.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Norma Drummond, Commissioner
Tami Altschiller, Assistant Chief Deputy County Attorney
Claudia Maxwell, Associate Environmental Planner

REVISED SCHEDULE "A"

DESCRIPTION OF LEASED VEHICLES

No. Vehicles	Fleet #	Year/Make	Model	Color	Mileage	VIN#
1	1605	2010 Ford	Crown Victoria	Black	122,694	2FABP7BV5AX135179
2	1630	2016 Ford	Interceptor Utility	Blue	118,850	1FM5K8AR2GGB89114
3	1614	2008 Ford	Crown Victoria	White	103,413	2FAHP71VX8X114558
4	1612	2011 Ford	Crown Victoria	Red	115,565	2FABP7BV1BX155950
5	1448	2008 Ford	Crown Victoria	White	83,784	2FAHP71V28X179002
6	1440	2005 Ford	Crown Victoria	White	92,375	2FAHP71W15X168111
7	1609	2009 Dodge	Dodge Charger	Gray	90,125	2B3LA43V99H557721

ACT NO. 2021 -

AN ACT authorizing the County of Westchester to amend an agreement with the City of Mount Vernon in order to increase the number of police vehicles leased to the City of Mt. Vernon, and also to correct certain clerical errors contained in Schedule "A" of the Agreement.

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

Section 1. The County of Westchester ("County") is authorized to amend its lease agreement ("Agreement") with the City of Mount Vernon ("Mt. Vernon"), for the leasing of four (4) County-owned police vehicles for use by the Mt. Vernon Police Department in its daily patrol operations, in order to increase the number of police vehicles leased by the County to Mt. Vernon to a total of seven (7) police vehicles, and also to correct certain clerical errors contained in Schedule "A" of the Agreement. Schedule "A" of the Agreement shall be deleted in its entirety and replaced with the revised Schedule "A" attached hereto and made a part hereof.

§2. The County shall lease the Additional Vehicles in its "AS IS" condition. In consideration for the use of the Additional Vehicles, Mt. Vernon shall pay the County the sum of One and 00/100 (\$1.00) Dollar. As additional consideration, Mt. Vernon shall operate, repair and maintain the Additional Vehicles as required for its daily patrol operations within Mt. Vernon, or as otherwise determined by the Commissioner/Sheriff of the Westchester County's Department of Public Safety Services. Mt. Vernon shall be responsible to register the Additional Vehicles and maintain insurance naming the County as additional insured. Mt. Vernon shall also indemnify, hold harmless and defend the County against any claims resulting from Mt. Vernon's use and/or maintenance of the Additional Vehicles. Title to the Vehicles shall remain with the County.

§3. At the expiration of the Agreement, as amended by the First Amendment, on April 14, 2026, all leased vehicles, including the Additional Vehicles, shall be transferred back to the County.

§4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

§5. The County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents and take all actions necessary and appropriate to effectuate the purposes hereof.

§6. This Act shall take effect immediately.