



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 15, 2026

Re: An Act authorizing the County of Westchester to enter into an intermunicipal agreement with the City of White Plains 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. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your Honorable Board's review and approval is an Act 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 \$195,000.00 in 2026, and \$200,257.00 in 2027, for a total amount not to exceed \$395,257.00, for the term commencing retroactively on January 1, 2026 and expiring on December 31, 2027. 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.

In 2026, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$283.00 per round trip with two police officers; \$424.00 per round trip with three police officers; and \$565.00 per round trip with four police officers. In 2027, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$293.00 per round trip with two police officers; \$440.00 per round trip with three police officers; and \$587.00 per round trip with four police officers. These round trip reimbursement rates are inclusive of all costs and expenses related to transportation of prisoners pursuant to the IMA, including costs incurred for meals provided to post-arraignment prisoners and round trip vehicle mileage during transportation of prisoners. White Plains may not seek any additional fees for transportation of prisoners. White Plains and the County has agreed that the aforementioned rates are to cover all expenses related to prisoner transportation.

It is in the best interest of the County to enter into this IMA with White Plains, 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 White Plains (“White Plains”) in order to reimburse White Plains in an amount not to exceed \$195,000 in 2026, and \$200,257.00 in 2027, for a total amount not to exceed \$395,257.00, for the term commencing retroactively on January 1, 2026 and expiring on December 31, 2027. 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.

Your Committee has been further advised that in 2026, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$283.00 per round trip with two police officers; \$424.00 per round trip with three police officers; and \$565.00 per round trip with four police officers. In 2027, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$293.00 per round trip with two police officers; \$440.00 per round trip with three police officers; and \$587.00 per round trip with four police officers. These round trip reimbursement rates are inclusive of all costs and expenses related to transportation of prisoners pursuant to the IMA, including costs incurred for meals provided to post-arraignment prisoners and round trip vehicle mileage during transportation of prisoners. White Plains may not seek any additional fees for transportation of

prisoners. White Plains and the County has agreed that the aforementioned rates are to cover all expenses related to prisoner transportation.

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

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, 2026 through December 31, 2027, for a total amount not to exceed \$395,257.00.

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 White Plains (“White Plains”) in order to reimburse White Plains in an amount not to exceed \$195,000 in 2026, and \$200,257.00 in 2027, for a total amount not to exceed \$395,257.00, for the term commencing retroactively on January 1, 2026 and expiring on December 31, 2027. 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.

Section 2. The County will reimburse White Plains as follows: in 2026, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$283.00 per round trip with two police officers; \$424.00 per round trip with three police officers; and \$565.00 per round trip with four police officers. In 2027, reimbursement to White Plains for round trip prisoner transportation will be at the following all in rates: \$293.00 per round trip with two police officers; \$440.00 per round trip with three police officers; and \$587.00 per round trip with four police officers. These round trip reimbursement rates are inclusive of all costs and expenses related to transportation of prisoners pursuant to the IMA, including costs incurred for meals provided to post-arraignment prisoners and round trip vehicle mileage during transportation of prisoners. White Plains may not seek any additional fees for transportation of prisoners. White Plains and the County has agreed that the aforementioned rates are to cover all expenses related to prisoner transportation.

Section 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.

Section 4. This Act shall take effect immediately.

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PRISONER TRANSPORTATION—WHITE PLAINS

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 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

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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 follows:

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 TERMS:** The Municipality shall be reimbursed by the County for Round Trip prisoner transportation services at the following rates:

2026 - \$283.00 per round trip with two police officers; \$424.00 per round trip with three police officers and \$565.00 per round trip with four police officers; and

2027 - \$293.00 per round trip with two police officers; \$440.00 per round trip with three police officers and \$587.00 per round trip with four police officers.

The Parties agree that the aforementioned reimbursement rates, have been mutually calculated and determined. These round trip reimbursement rates are inclusive of all costs and expenses related to the transportation of prisoners pursuant to this Agreement, including costs incurred for meals provided to post-arraignment prisoners and round trip vehicle mileage during transportation of prisoners. The Municipality may not seek any additional fees for transportation of prisoners, these rates are intended to cover all expenses related to prisoner transportation.

The annual aggregate cost to the County under this Agreement in 2026 shall not exceed \$195,000.00, and in 2027 shall not exceed \$200,257.00, for a total aggregate not to exceed cost to the County pursuant to this Agreement, of \$395,257.00.

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Payment under this Agreement shall be made after submission by the Municipality of a monthly invoice, which 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 Trips as set forth in Section 3 above and each Round Trip must identify the number of prisoners transported, (iv) 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.

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.

4. **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.

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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.

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

THE COUNTY OF WESTCHESTER

THE CITY OF WHITE PLAINS

By: _____

By: _____

Joseph K. Spano
Commissioner of Correction

Justin C. Brasch
Mayor

Approved by the Westchester County Board of Legislators by Act Number 20 - ____ on the __th day of _____, 2026.

Approved by the Common Council of the City of White Plains on the __ day of _____, 2026.

Approved:

Approved as to form and manner of
execution:

Assistant County Attorney
The County of Westchester
K/BARA/DCR/White Plains IMA 26-27 CON140741

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MUNICIPALITY'S ACKNOWLEDGEMENT

[illegible]

On this _____ day of _____, 2026, before me personally came Justin C. Brasch, 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 Justin C. Brasch resides at White Plains, New York and that he is Mayor of said municipal corporation.

Notary Public _____ County _____

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CERTIFICATE OF AUTHORITY

(Municipality)

I, _____, certify that I am the Corporation Counsel of The City of White Plains (the "Municipality") a corporation duly organized in good standing under the Laws of 1915, Chapter 356 named in the foregoing agreement that Justin C. Brasch who signed said agreement on behalf of the Municipality was, at the time of execution Mayor of the Municipality, that said agreement was duly signed for on behalf of said Municipality by authority of its thereunto Common 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 Corporation Counsel of The City of White Plains, 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 Corporation Counsel of said municipal corporation.

Notary Public County

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SCHEDULE “A”

STANDARD INSURANCE PROVISIONS

(Municipality – Law Enforcement Operations)

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.

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.

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

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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: [NYS Workers' Compensation Board website](#)

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 \$2,000,000 (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: \$3,000,000 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

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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.
- e. Law Enforcement Liability/Police Liability Insurance - The Municipality shall provide proof of such insurance with a minimum limit of \$5,000,000 per occurrence naming the County as additionally insured. The insurance shall include the following coverages:
- i. Assault and Battery
 - ii. Excessive Force
 - iii. False Arrest
 - iv. Misuse of Fire Arms
 - v. Abuse and Molestation
 - vi. Deliberate Indifference
 - vii. Professional Liability

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.