

Public Safety Meeting Agenda



Committee Chair: Terry Clements

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Tuesday, January 10, 2023

4:15 PM

Committee Room

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website:

<https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

Chairwoman Catherine Borgia will be participating remotely from Clear View School and Day Treatment Center, 480 Albany Post Road, Briarcliff, NY, 10510

MINUTES APPROVAL

October 12th, 2022 10:00 AM Minutes

November 1st, 2022 4:15 PM Minutes

I. ITEMS FOR DISCUSSION

[2022-526](#)

IMA-Putnam Northern Westchester BOCES-Project BRIGHT

AN ACT authorizing the County of Westchester to amend an inter-municipal agreement with Putnam Northern Westchester BOCES (the "BOCES") pursuant to which BOCES agreed to coordinate a portion of the Bureau of Justice Assistance's STOP School Violence Prevention and Mental Health Training Program in order to extend the term of the IMA through September 30, 2023 and increase the not-to-exceed amount by \$40,000.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Patricia McCarthy Tomassi, Office of Drug Abuse and Prevention and Stop DWI

[2022-527](#) **ACT-Municipal Mutual Aid & Assistance Agrmnt.-Municipalities, etc.**

AN ACT authorizing the County of Westchester to enter into a multi-party Municipal Mutual Aid and Assistance Agreement with Suffolk County, Nassau County, the City of New York and New Jersey for the purpose of coordinating the sharing of Major Emergency Transportation Unit ("METU") program resources, personnel and equipment in the event of a local disaster or other emergency.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Emergency Services:
Susan Spear, Deputy Commissioner
Chief Michael Volk, Director of EMS & Communications Divisions
Chief Dennis Delborgo, Emergency Management

[2022-529](#) **ACT-WCHCC-Domestic Violence High Risk Team**

AN ACT authorizing the County of Westchester to enter into a subaward agreement with the Westchester County Health Care Corporation for a term from October 1, 2021 through September 30, 2025, pursuant to which it will be subawarded a portion of the grant funds received by the County of Westchester to implement the Westchester County Domestic Violence High Risk Team.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Office for Women:
Robi Schlaff, Director

[2022-578](#)**IMA-Prisoner Transportation-New Rochelle**

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of New Rochelle in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Corrections:

Warden William Fallon, Direct of Admin Services

Warden Karl Vollmer, Assistant Warden, Jail Division

[2022-579](#)**IMA-Prisoner Transportation-Yonkers**

AN ACT authorizing the County to enter into an Intermunicipal Agreement with the City of Yonkers in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Corrections:

Warden William Fallon, Direct of Admin Services

Warden Karl Vollmer, Assistant Warden, Jail Division

[2022-580](#)**IMA-Prisoner Transportation-Peekskill**

AN ACT authorizing the County to enter into an Intermunicipal Agreement with the City of Peekskill in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Corrections:

Warden William Fallon, Direct of Admin Services

Warden Karl Vollmer, Assistant Warden, Jail Division

2022-581 **IMA-Prisoner Transportation-Mount Vernon**

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Mount Vernon in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Corrections:

Warden William Fallon, Direct of Admin Services

Warden Karl Vollmer, Assistant Warden, Jail Division

2022-582 **IMA-Prisoner Transportation-Greenburgh**

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the Town of Greenburgh in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Corrections:

Warden William Fallon, Direct of Admin Services

Warden Karl Vollmer, Assistant Warden, Jail Division

2022-577 **IMA(Amend)-School Resource Officer-Hendrick Hudson School District**

AN ACT authorizing the County of Westchester to amend an intermunicipal agreement with the Hendrick Hudson School District whereby the County agreed to assign one (1) regularly employed uniformed police officer to act as the School Resource Officer for the District for a five (5) year term commencing in September, 2018, by assigning one (1) additional School Resource Officer to the District beginning in September, 2022 and for the remainder of the IMA term.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Public Safety:

Captain Frank Donovan

Siva Gopalkrishna, FHR Director

[2022-601](#)**IMA-School Resource Officer-Katonah-Lewisboro School District**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Katonah-Lewisboro School District whereby the County will assign one (1) uniformed police officer to act as a School Resource Officer for the District at the John Jay High School, the John Jay Middle School, and upon request at the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Public Safety:
Captain Frank Donovan
Siva Gopalkrishna, FHR Director

[2022-602](#)**IMA-Justice Assistance Grant-Yonkers**

AN ACT to authorize the County of Westchester to enter into a four-year inter-municipal agreement with the City of Yonkers for the administration of the Edward Byrne Memorial Justice Assistance Grant for 2022.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Public Safety:
Captain Frank Donovan
Siva Gopalkrishna, FHR Director
Lieutenant Charles Geraci

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

George Latimer
County Executive

October 28, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety (the "Department"), to amend an inter-municipal agreement ("IMA") with Putnam Northern Westchester BOCES ("BOCES"), pursuant to which BOCES agreed to coordinate a portion of the Bureau of Justice Assistance's STOP School Violence Prevention and Mental Health Training Program (aka Project BRIGHT), for a term commencing on July 1, 2021 and continuing through September 30, 2022 for an amount not-to-exceed \$250,000.00, by: (1) extending the term of the IMA for a one-year period commencing on October 1, 2022 and continuing through September 30, 2023; and (2) increasing the not-to-exceed amount authorized thereunder by an additional \$40,000.00 to pay for additional training services to be rendered during the extension period.

By Act No. 2021-150 approved on September 20, 2021, your Honorable Board authorized the County, through the Department, to enter into an IMA with BOCES, pursuant to which BOCES agreed to coordinate the threat assessment training portion of Project BRIGHT by: 1) hiring and overseeing the supervision of coaches and trainers; 2) setting up threat assessment trainings at 20 public, private, parochial and charter schools throughout the County; 3) providing technical assistance and reporting services; and 4) working with the project coordinator and evaluator to ensure that the trainings are coordinated. In consideration for providing these services, the County agreed to pay BOCES a total amount not-to-exceed Two Hundred Fifty Thousand (\$250,000.00) Dollars, payable in five (5) installments of \$50,000.00 each, in accordance with an approved payment schedule.

As your Honorable Board may recall, the Project BRIGHT Program is funded under a grant (the "Grant") from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("DOJ"). Due to various delays, mostly related to COVID-19, the County was unable to complete all of the goals and objectives of the Project Bright Grant by the September 30, 2022 deadline. As such, the Department requested and DOJ agreed to a "no-cost" extension of the Grant through September 30, 2023, to enable the County to complete the various goals and objectives of the program.

In light of the Grant extension, the Department now wishes to extend the term of its contract with BOCES for an additional one-year period commencing on October 1, 2022 and continuing through September 30, 2023 and to increase the NTE amount thereunder by an additional \$40,000.00 to pay for additional training services.

It should be noted that because the definition of “municipal corporation” under New York General Municipal Law § 119-n includes “boards of cooperative education services”, the proposed agreement constitutes an IMA requiring your Honorable Board’s approval.

The proposed amendment to the IMA is exempt from the requirements of the Westchester County Procurement Policy pursuant to section 3(a)xviii thereof, which exempts any procurement for the creation and support of youth service projects. In addition, these services are funded with Federal grant monies and are, pursuant to Section 13 of the County Procurement Policy, subject to Federal procurement requirements. The Federal procurement regulations (2 CFR§ 200.320) require that contracts in amounts equal to or less than \$250,000, be procured competitively, unless such contracts are deemed to be “non-competitive” procurements. In accordance with 2 CFR§ 200.320(c)(4), the County’s STOP DWI Office contacted the DOJ requesting that it authorize a non-competitive proposal in this case. The DOJ subsequently approved BOCES as one of the sub awardees under the grant.

The proposed project 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 14, 2022, which is on file with the Clerk of the Board of Legislators.

Based on the importance of this program to the County, your favorable action on the proposed Act is respectfully requested.

Sincerely,



George Latimer
County Executive

GL/TR/PT/JPG
Attachment

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Public Safety (the “Department”), to amend an inter-municipal agreement (“IMA”) with Putnam Northern Westchester BOCES (“BOCES”), pursuant to which BOCES agreed to coordinate a portion of the Bureau of Justice Assistance’s STOP School Violence Prevention and Mental Health Training Program (aka Project BRIGHT), for a term commencing on July 1, 2021 and continuing through September 30, 2022 for an amount not-to-exceed \$250,000.00, by: (1) extending the term of the IMA for a one-year period commencing on October 1, 2022 and continuing through September 30, 2023; and (2) increasing the not-to-exceed amount authorized thereunder by an additional \$40,000.00 to pay for additional training services to be rendered during the extension period.

By Act No. 2021-150 approved on September 20, 2021, your Honorable Board authorized the County, through the Department, to enter into an IMA with BOCES, pursuant to which BOCES agreed to coordinate the threat assessment training portion of Project BRIGHT by: 1) hiring and overseeing the supervision of coaches and trainers; 2) setting up threat assessment trainings at 20 public, private, parochial and charter schools throughout the County; 3) providing technical assistance and reporting services; and 4) working with the project coordinator and evaluator to ensure that the trainings are coordinated. In consideration for providing these services, the County agreed to pay BOCES a total amount not-to-exceed Two Hundred Fifty Thousand (\$250,000.00) Dollars, payable in five (5) installments of \$50,000.00 each, in accordance with an approved payment schedule.

Your Committee is advised that the Project BRIGHT Program is funded under a grant (the “Grant”) from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (“DOJ”). Due to various delays, mostly related to COVID-19, the County was unable to complete all of the goals and objectives of the Grant by the September 30, 2022 deadline. As such, the Department requested and DOJ agreed to a “no-cost” extension of the Grant through

September 30, 2023, to enable the County to complete the various goals and objectives of the program.

In light of the Grant extension, the Department now wishes to extend the term of the IMA with BOCES for an additional one-year period commencing on October 1, 2022 and continuing through September 30, 2023 and to increase the NTE amount thereunder by an additional \$40,000.00, to pay for additional training services as described above.

Your Committee is advised that because the definition of “municipal corporation” under New York General Municipal Law § 119-n includes “boards of cooperative education services,” the proposed agreement constitutes an IMA requiring your Honorable Board’s approval.

Your Committee is further advised that the proposed IMA is exempt from the requirements of the Westchester County Procurement Policy pursuant to section 3(a)xviii thereof, which exempts any procurement for the creation and support of youth service projects. In addition, these services are funded with Federal grant monies and are, pursuant to Section 13 of the County Procurement Policy, subject to Federal procurement requirements. The Federal procurement regulations (2 CFR§ 200.320) require that contracts in amounts equal to or less than \$250,000, be procured competitively, unless such contracts are deemed to be “non-competitive” procurements. In accordance with 2 CFR§ 200.320(c)(4), the County’s STOP DWI Office contacted the DOJ requesting that it authorize a non-competitive proposal in this case. The DOJ subsequently approved BOCES as one of the sub awardees under the grant.

In addition, the proposed IMA 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 May 14, 2021, which is on file with the Clerk of the Board of Legislators.

Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to amend this IMA to provide additional threat assessment training services under Project BRIGHT.

It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends approval of the annexed proposed Act.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

s: JG/10-14-22

FISCAL IMPACT STATEMENT

SUBJECT: STOP-DWI Contract with PNW BOCES to help coordinate BJA (Bureau of Justice Assistance)
STOP School Violence Prevention & Mental Health Training Program (aka Project Bright)
☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☐ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Fund: 711; Dept. 71; Trust Account: T16V; Object: 4380
(October 1, 2022-September 30, 2023)

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: No impact to the Operating Budget

Potential Related Revenues: Annual Amount \$ 0

Describe: No impact to the Operating Budget. Funding received from Department of Justice BJA (Bureau of Justice Assistance) STOP School Violence Prevention and Mental Health Training Program Grant. The total amount of the 3 year grant (10/2019-9/2022) was \$500,000 which will be accounted for in Department 71, Fund 711. DOJ has awarded a 'no-cost one year extension' for this grant. This contract with PNW BOCES is for \$40,000 for 12 months (October 1, 2022-September 30, 2023)

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

Current Year: \$ 0

No impact to the Operating Budget

Next Four years: \$0

Prepared by: Patricia McCarthy Tomassi

Reviewed By: 

Title: Program Administrator

Budget Director

Department: Public Safety
Office of Drug Abuse Prevention & STOP DWI

If you need more space, please attach additional sheets.

ACT NO. 2022 - _____

AN ACT authorizing the County of Westchester to amend an inter-municipal Agreement with Putnam Northern Westchester BOCES (the “BOCES”) pursuant to which BOCES agreed to coordinate a portion of the Bureau of Justice Assistance’s STOP School Violence Prevention and Mental Health Training Program in order to extend the term of the IMA through September 30, 2023 and increase the not-to-exceed amount by \$40,000

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

Section 1. The County of Westchester (the “County”) is hereby authorized to amend an inter-municipal agreement (the “IMA”) with Putnam Northern Westchester BOCES (“BOCES”), pursuant to which BOCES agreed to coordinate the threat assessment training portion of the Bureau of Justice Assistance’s STOP School Violence Prevention and Mental Health Training Program (aka Project BRIGHT), for a term commencing on July 1, 2021 and continuing through September 30, 2022 for an amount not-to-exceed \$250,000.00, in order to: (1) extend the term of the IMA for a one-year period commencing on October 1, 2022 and continuing through September 30, 2023; and (2) increase the not-to-exceed amount authorized thereunder by an additional Forty Thousand (\$40,000.00) Dollars to pay for additional training services to be performed during the extension period.

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

§3. This Act shall take effect immediately.

THIS AMENDMENT made this ___ day of _____, 2022 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

PNW BOCES (Putnam Northern Westchester Boards of Cooperative Educational Services), a public organization that provides shared educational programs and services to school districts, having an office and principal place of business at 200 Boces Dr, Yorktown Heights, NY 10598

(hereinafter referred to as the "Contractor")

W I T N E S S E T H:

WHEREAS, on September 9, 2021, the County and the Contractor entered into an agreement, pursuant to which the Contractor agreed to provide professional services in connection with the threat assessment training portion of the Bureau of Justice Assistance's STOP School Violence Prevention and Mental Health Training Program (aka Project BRIGHT) for a term commencing on July 1, 2021 and continuing through September 30, 2022 for an amount not-to-exceed \$250,000.00 (the "Agreement"); and

WHEREAS, the Project BRIGHT Program is funded under a grant (the "Grant") from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("DOJ"); and

WHEREAS, due to various delays, mostly related to COVID-19, the County was unable to complete all of the goals and objectives of Project BRIGHT by the September 30, 2022 deadline; and

WHEREAS, The DOJ recently awarded the County a "No-Cost" one-year extension of the Grant; and

WHEREAS, the Department now wishes to use some of the unused funds available

under the Grant to extend the contract with the Contractor for an additional one-year period and to increase the NTE amount by an additional \$40,000.00, to enable the Contractor to complete all of the goals and objectives of Project BRIGHT, as set forth in the Agreement.

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

FIRST: The Agreement is hereby amended to extend the term thereof for an additional one-year period commencing on October 1, 2022 and terminating on September 30, 2023 (the "Extension Period").

SECOND: During the Extension Period, the Contractor shall provide additional threat assessment training services to fill in areas not covered under the initial term of the Agreement, as described in Schedule "A-1" which is attached hereto and made a part of the Agreement (the "Work").

THIRD: In consideration for the Work to be performed during the Extension Period, the Contractor shall be paid an amount not-to-exceed FORTY THOUSAND (\$40,000.00) DOLLARS, payable in accordance with the budget and payment schedule set forth in Schedule "B-1", attached hereto and made a part of the Agreement.

FOURTH: The Contractor shall provide the County with updated insurance certificates to cover the Extension Period.

FIFTH: Except as otherwise expressly provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

SIXTH: This Amendment shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

THE COUNTY OF WESTCHESTER

By: _____
Terrance Raynor
Acting Commissioner-Sheriff,
Department of Public Safety

**PNW BOCES (Putnam Northern Westchester
Boards of Cooperative Educational Services)**

By: _____
Name: _____
Title: _____

Approved by the Westchester County Board of legislators by Act No. 2022- ____ at a meeting
duly held on the ____ day _____, 2022.

Approved:

Sr. Assistant County Attorney
County of Westchester

Date

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2022 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

RPL § 309-a; NY CPLR § 4538

CERTIFICATE OF AUTHORITY
(CORPORATION)

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

certify that I am the _____ of
(Title)
the _____
(Name of 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 Corporation was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, 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)

On the _____ day of _____ in the year 2022 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

Westchester County Drug Free Communities Support Program
SCHOOL VIOLENCE PREVENTION & MENTAL HEALTH TRAINING
(PROJECT BRIGHT)
BOCES
Schedule "A-1"

The goal of the BJA STOP School Violence Prevention and Mental Health Training Program (aka Project BRIGHT) is to create, present and help to implement mental health training programs for law enforcement, school based personnel and students to improve their efforts to create a safe environment and help to reduce violent crime.

The Dept. of Justice awarded a One Year 'No-Cost Extension' grant to ensure the successful completion of the original goals of the grant. Efforts of reduce school violence are most successful when multiple strategies are used to address school needs. Therefore, the extension will be focused on additional CSTAG and Digital Threat Assessment trainings that will build on the collective collaboration of school personnel crisis team members as well as representatives of the various community stakeholders to promote a positive school atmosphere that discourages violence and fosters mental health and well-being.

BOCES (Boards of Cooperative Educational Services) will offer additional CSTAG and Digital Threat Assessment Trainings. The focused trainings will offer coordinated strategies to increase the levels of security and safety within the school environment. The digital training will help attendees get a better understand of the social media world and online activity and what tools and methods are available to identify online threat related behavior to prevent tragedy and intervene when worrisome behavior is observed.

- **Continue with CSTAG trainings and implement Digital Threat Assessment Training**
 - Schedule and facilitate up to 4 additional initial trainings of CSTAG
 - Offer two or more parent awareness trainings regarding threats in the digital world that are posed to their children
 - Offer two or more staff awareness trainings on digital threat assessments for school and law enforcement personnel.
 - Provide additional focused school violence prevention trainings for school and law enforcement personnel
- **Work with the County RTC (Real Time Crime) Center to create a dedicated School Desk**
 - Offer CSTAG Training to current personnel
- **Technical Assistance and Reporting**
 - Collect baseline data for school violence
 - Create and analyze evaluation forms for the terms of the Program
 - Assist with the preparation of the evaluation section of reports as required by the funding agency
 - Assist the County and Technical Assistance Coordinator and Evaluator in preparing all reports for the federal agency, Department of Justice,

Bureau of Justice Assistance pertaining to the project, including the quarterly progress reports

- Ensure that all required data are collected, tracked and submitted for reporting purposes on a timely basis
- **Work with the Project Coordinator and Evaluator**
 - Work with Student Assistance Services' Coordinator to ensure the CSTAG, Digital Threat Assessment and Mental Health and Youth Leadership Trainings are coordinated and work in conjunction with each other to meet the standards and goals of the BJA Grant

SCHEDULE "B-1"

PROGRAM BUDGET, 2022-2023

The payment made to Putnam Northern Westchester BOCES for the Westchester County Drug Free Communities Support Program Contract shall not exceed \$40,000.00 for the period October 1, 2022 through September 30, 2023.

Payments shall be made on Westchester County payment vouchers with a detailed invoice to the Office of Drug Abuse Prevention & STOP-DWI, 112 E. Post Road, White Plains, New York 10601.

Payments for services rendered hereunder shall be made according to the following schedule/and it is herein agreed by all parties that should funding levels change or that services are not performed payment will cease and any money owed the Office of Drug Abuse Prevention & STOP-DWI will be repaid within thirty (30) days of notification to the Office of Drug Abuse Prevention & STOP-DWI.

Payment not to exceed the following amounts upon execution and approval of this agreement.

January 4, 2023	<i>\$10,000</i>
April 1, 2023	<i>\$10,000</i>
July 6, 2023	<i>\$10,000</i>
September 30, 2023	<i>\$10,000</i>

George Latimer
County Executive

November 1, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Emergency Services ("Department"), to enter into a multi-party Municipal Mutual Aid and Assistance Agreement (the "Agreement") with Suffolk County, Nassau County, the City of New York, the City of Yonkers and the Port Authority of New York and New Jersey (collectively the "Principal Jurisdictions") for the purpose of coordinating the sharing of Major Emergency Transportation Unit ("METU") program resources, personnel and equipment in the event of a local disaster or other emergency.

By way of background, the New York City Urban Area Work Group (the "Work Group"), comprised of members of the Principal Jurisdictions, is responsible for coordinating the use of Urban Area Security Initiative ("UASI") federal funding. The primary goal of the Work Group is to help build and sustain capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism. Because the New York City metropolitan area's population density makes it particularly vulnerable to manmade and natural disasters, it is imperative to have resources in place for transportation of large quantities of casualties beyond the capabilities regularly available to local jurisdictions. METU vehicles provide this type of specialized on-scene resource. The County's METU can accommodate ambulatory, bed-bound and wheelchair-dependent persons, allowing them to support evacuation operations at hospitals and nursing homes. Other Work Group members have METU vehicles similar to the County's with some variations in capability and mission.

The proposed Agreement will provide a framework for the coordination of METU resources, personnel and equipment among the Principal Jurisdictions. Pursuant to the terms of the proposed Agreement, the obligations of the Principal Jurisdictions will include, but shall not be limited to: provision of aid and assistance in the event of a local disaster or other emergency; designation of primary communications centers and procedures for requesting aid and assistance; designation of supervisory personnel; and reimbursement by requesting jurisdiction for aid and assistance provided by assisting jurisdiction.

The Agreement will take effect upon its execution by all parties and shall continue for a term of five (5) years thereafter. As your Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements with local municipalities which involve shared services or performing services one for the other.

The Planning Department has advised that based on its review, the proposed Agreement does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Approval of this legislation will enable the County to strengthen its emergency response capabilities. Accordingly, I urge passage of the annexed legislation.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/RGM/jpg
Attachments

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“Department”), to enter into a multi-party Municipal Mutual Aid and Assistance Agreement (the “Agreement”) with Suffolk County, Nassau County, the City of New York, the City of Yonkers and the Port Authority of New York and New Jersey (collectively the “Principal Jurisdictions”) for the purpose of coordinating the sharing of Major Emergency Transportation Unit (“METU”) program resources, personnel and equipment in the event of a local disaster or other emergency.

Your Committee is advised that the New York City Urban Area Work Group (the “Work Group”), comprised of members of the Principal Jurisdictions, is responsible for coordinating the use of Urban Area Security Initiative (“UASI”) federal funding. The primary goal of the Work Group is to help build and sustain capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism. Because the New York City metropolitan area’s population density makes it particularly vulnerable to manmade and natural disasters, it is imperative to have resources in place for transportation of large quantities of casualties beyond the capabilities regularly available to local jurisdictions. METU vehicles provide this type of specialized on-scene resource. The County’s METU can accommodate ambulatory, bed-bound and wheelchair-dependent persons, allowing them to support evacuation operations at hospitals and nursing homes. Other Work Group members have METU vehicles similar to the County’s with some variations in capability and mission.

Your Committee is advised that the proposed Agreement will provide a framework for the coordination of METU resources, personnel and equipment among the Principal Jurisdictions. Pursuant to the terms of the proposed Agreement, the obligations of the Principal Jurisdictions will include, but shall not be limited to: provision of aid and assistance in the event of a local disaster or other emergency; designation of primary communications centers and procedures for requesting aid and assistance; designation of supervisory personnel; and reimbursement by requesting jurisdiction for aid and assistance provided by assisting jurisdiction.

Your Committee is advised that the Agreement will take effect upon its execution by all parties and shall continue for a term of five (5) years thereafter. As this Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements with local municipalities which involve shared services or performing services one for the other.

The Planning Department has advised that based on its review, the proposed Agreement does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed Act. After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

K/jpg 10.26.22

FISCAL IMPACT STATEMENT

SUBJECT: RPA ☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☐ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: An Act authorizing the County of Westchester, acting by and through its Department of Emergency Services, to enter into an agreement with Suffolk County, Nassau County, the City of New York, the City of Yonkers and the Port Authority of New York and New Jersey for the purpose of coordinating the sharing of Major Emergency Transportation Unit ("METU") program resources, personnel and equipment.

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: 0

Next Four years: 0

Prepared by: Julia Criscitelli

Title: Budget Specialist III

Department: Emergency Services

Reviewed By: *Laura C. Jones*
PH

Budget Director

10/31/02

If you need more space, please attach additional sheets.

ACT NO. 2022- ____

AN ACT authorizing the County of Westchester to enter into a multi-party Municipal Mutual Aid and Assistance Agreement with Suffolk County, Nassau County, the City of New York, the City of Yonkers and the Port Authority of New York and New Jersey for the purpose of coordinating the sharing of Major Emergency Transportation Unit ("METU") program resources, personnel and equipment in the event of a local disaster or other emergency.

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

Section 1. The County of Westchester ("County"), acting by and through its Department of Emergency Services ("Department"), is hereby authorized to enter into a multi-party Municipal Mutual Aid and Assistance Agreement (the "Agreement") with Suffolk County, Nassau County, the City of New York, the City of Yonkers and the Port Authority of New York and New Jersey for the purpose of coordinating the sharing of METU program resources, personnel and equipment in the event of a local disaster or other emergency.

§2. The Agreement will commence upon execution by all parties and remain in effect for a period of five (5) years thereafter.

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

§4. This Act shall take effect immediately.

**New York City Urban Area Municipal Mutual Aid and Assistance Agreement
For Major Emergency Transportation Units ("METU")**

AGREEMENT made this _____ day of _____, 2022, by and between

the **County of Suffolk**, acting by and through its Department of Fire, Rescue and Emergency Services, with its principal offices located at 102 East Ave, Yaphank, New York;

the **County of Nassau**, acting by and through its Office of Emergency Management, with its principal offices located at 510 Grumman Road West, Bethpage, New York;

the **County of Westchester**, acting by and through the Department of Emergency Services, with its principal offices located at 4 Dana Road, Valhalla, New York;

the **City of New York**, acting by and through its Fire Department, with its headquarters located at 9 MetroTech Center, Brooklyn, New York, and its Emergency Management Department, with its principal offices located at 165 Cadman Plaza East, Brooklyn, New York;

the **City of Yonkers**, acting by and through its Police Department (Emergency Services Unit), with its principal offices located at 104 South Broadway, Yonkers, New York and its Office of Emergency Management, with its principal offices located at 789 Saw Mill River Road, Yonkers, New York;

the **Port Authority of New York and New Jersey** ("the Port Authority"), acting by and through its Office of Emergency Management, with its principal offices located at 241 Erie Street, Room 202, Jersey City, New Jersey,

hereinafter referred to each as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the Counties of Suffolk, Nassau, Westchester ("the Counties"), the Cities of New York and Yonkers ("the Cities"), and the Port Authority are desirous of entering into this Agreement in order to coordinate the sharing of Major Emergency Transportation Unit ("METU") program resources, personnel and equipment in the event of a local disaster or other emergency; and

WHEREAS, the County of Suffolk, acting by and through its Department of Fire, Rescue and Emergency Services, which operates the emergency fire and medical dispatch component of the Suffolk County 911 System, includes the Office of Emergency Management, prepares emergency disaster plans for Suffolk County and the interagency coordination of the response to such disasters and other emergencies, and is responsible for, among other things, coordination and dispatch of responses to disasters and emergencies, including the coordination of intra-County and inter-County mutual aid responses; and

WHEREAS, the County of Nassau, acting by and through its Office of Emergency Management, is responsible, among other things, for the preparation of emergency disaster plans for Nassau County and the interagency coordination of the response to such disasters and other emergencies, and the coordination and dispatch of responses to disasters and emergencies, including the coordination of intra-County and inter-County mutual aid responses; and

WHEREAS, the County of Westchester, acting by and through its Department of Emergency Services, is responsible for, among other things, coordination and dispatch of responses to disasters and emergencies, including the coordination of intra-County and inter-County mutual aid responses of its 45 local municipalities, independent fire districts, incorporated volunteer ambulance corps, hospital-based Emergency Medical Services ("EMS") units and certain commercial EMS providers; and

WHEREAS, the County of Westchester is in a position to request those local municipalities and organizations to provide their services and resources, subject to the discretion of that local municipality/organization as to whether to participate; and

WHEREAS, the City of Yonkers, acting by and through its Police Department Emergency Services Unit in conjunction with the Office of Emergency Management, the agent charged by City Charter with coordination of the preparation of the City of Yonkers Emergency Disaster Plan for the City of Yonkers, and the interagency coordination of the responses to such disasters and other emergencies has entered into agreement with the State of New Jersey, the Counties of Suffolk and Nassau, and the City of New York for coordination of mutual aid and dispatch of Intra-County, Inter-County, Intra-City, Inter-City mutual response plan; and

WHEREAS, the City of New York, acting by and through its Fire Department ("FDNY"), an ambulance agency certified by the New York State Health Department, provides pre-hospital emergency medical treatment and transport to the people of New York City through the New York City 911 System, and operates the emergency medical dispatch component of the New York City 911 System; and

WHEREAS, the City of New York, acting through FDNY and its Emergency Management Department ("NYCEMD"), the agency charged by the New York City Charter with the preparation of emergency disaster plans for New York City and the interagency coordination of the response to such disasters and other emergencies, has entered into agreements with the State of New Jersey, the Counties of Nassau and Suffolk, and the New York City Regional Emergency Services Council, for the coordination of mutual aid and dispatch of ambulance resources in response to disasters and emergencies in New York City and surrounding jurisdictions; and

WHEREAS, the Port Authority, acting by and through its Office of Emergency Management ("Port Authority OEM"), continually provides the means to strengthen the Port Authority's ability to prepare, respond, recover and mitigate security risks, technological, intentional and natural hazards. It is by these means that Port Authority OEM will make every effort to do this by developing and implementing plans and programs. The focus of which is to preserve life, protect critical infrastructure, manage crisis events, and restore core business functions. Thus, maintaining the highest quality and most efficient transportation services vital to economic competitiveness of the region; and

WHEREAS, this Agreement will permit the Parties to have access to METU resources, personnel and equipment available in the event of a local disaster or other emergency; and

WHEREAS, this Agreement fulfills the Counties and Cities' obligations under United State Department of Homeland Security ("DHS") funding and furthers the policy objectives of DHS and the State of New York by promoting the utilization of METU resources and the coordination among all levels of government to disasters and other emergencies through the provision of mutual aid,

NOW, THEREFORE, the Parties to this Agreement agree as follows:

SECTION I

BACKGROUND

- A. The New York City Urban Area Work Group ("NYC-UAWG") is the coordinating body for effective and efficient utilization of available Urban Area Security Initiative ("UASI") federal funding intended to help build and sustain capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism. Each of the principal jurisdictions (defined below) that constitute the NYC-UAWG has identified the complexities associated with mass casualty incidents and evacuation scenarios.
- B. The NYC-UAWG principals ("NYC-UAWG Principals") include the Counties, the Cities and the Port Authority.
- C. The authority to coordinate METU resources pursuant to this Agreement has been delegated by each NYC-UAWG Principal to its duly recognized emergency management coordination and communications entity. Because of the New York metropolitan area's population density and vulnerability to manmade and natural disasters, it is imperative to have in place additional resources for transportation of large quantities of casualties beyond the capabilities regularly available to local jurisdictions. At the direction of the NYC-UAWG Principals and in response to the unique threats facing the Nation, State, and New York metropolitan area, an advisory subcommittee was established to facilitate for NYC-UAWG Principals the acquisition of several major emergency transportation vehicles to enhance each NYC-UAWG Principal's ability to transport large numbers of casualties during a local disaster or other emergency.
- D. METU resources provide a specialized on-scene resource, providing a mobile climate-controlled environment, depending on the design of the particular METU, and can be used for either triage, treatment, rehabilitation, transport and/or other first responder operations at the scene of a local disaster or other emergency. The primary intended uses of METU resources may include one or more of the following:
 - Evacuation: Each METU can accommodate ambulatory, bed-bound and wheelchair-dependent persons, allowing them to be used to evacuate hospitals, nursing homes, schools and residential areas.
 - Mass Casualty Response: METU are equipped with stretchers to move non- ambulatory persons to the litters positioned throughout the vehicle. The METU may be equipped with oxygen and portable suction units.

- Scene Support/Rehabilitation: METU can be used to provide temporary shelter and/or to serve as a rehabilitation area during extended emergency operations.

SECTION II

DEFINITIONS

- A. "Agreement": this "New York City Urban Area Major Emergency Transportation Unit Municipal Mutual Aid and Assistance Agreement."
- B. "Aid and Assistance": the provision of METU personnel, equipment, facilities, services, supplies, and other resources that are routinely utilized to conduct emergency response operations.
- C. "Authorized Representative": an official of a Party to this Agreement who has been authorized in writing by that Party pursuant to the terms of this Agreement, to request, offer, or authorize Aid and Assistance under the terms of this Agreement.
- D. "Local disaster or other emergency": the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from any natural or man-made causes, including, but not limited to: fire; flood; earthquake; hurricane; tornado; high water; landslide; mudslide; wind; storm; wave action; volcanic activity; epidemic; air contamination; intentional, accidental or unintended release of any substance or material in any form or quantity which poses an unreasonable risk to safety and health and to property when released; natural incidents; explosions; fires; collapses; blight; drought; infestation; radiological accident; water contamination; bridge failure or bridge collapse or any other incident that directly affects public safety.
- E. "FEMA": the Federal Emergency Management Agency.
- F. "METU": Major Emergency Transportation Unit, a bus-like vehicle designed to transport large numbers of victims during a mass casualty or evacuation event.
- G. "Assisting Jurisdiction": a party to this Agreement that provides (or, in the case of Westchester County, coordinates and dispatches) Aid and Assistance to another party that is requesting such Aid and Assistance.
- H. "Requesting Jurisdiction": a party to this Agreement that requests and receives Aid and Assistance pursuant to this Agreement.

SECTION III

PURPOSE AND POLICY

- A. This Agreement provides the framework for the coordination of METU resources, personnel and equipment among the Parties. It is not intended to void or supersede other agreements among the Parties that provide for mutual aid.
- B. Assisting Jurisdictions having ownership and control of METU resources will utilize such resources in accordance with their own policies and procedures, as well as be responsible for vehicle operation policies and procedures, and operator qualifications and training. It is expected that such policies will address operational safety, including training in safe vehicle operation and applicable traffic laws and regulations.
- C. It is the expectation of the Parties that the Assisting Jurisdictions having ownership or control over the METU resources will maintain such resources in a state of good working order and operational readiness, so as to be available for a mutual aid response. Notwithstanding the immediately preceding sentence, each Party that has ownership or control over the METU resources is only obligated to participate for as long as such METU resource is available for such purposes. If a METU is taken out of operation or decommissioned, the obligation to maintain such resource in a state of good working order and operational readiness will not apply.
- D. It is anticipated by the Parties that deployment strategies for METU resources will be closely aligned with emergency medical service resources and that, therefore, in the event of a local disaster or other emergency, requests for the METU resources that are the subject of this Agreement may also be made in conjunction with other existing mutual aid resource requests and procedures. Nothing contained herein shall be construed to preclude requests for METU resources being made pursuant to other mutual aid agreements or other applicable legal authority.
- E. Requesting Jurisdictions seeking use of METU resources are responsible for ensuring compliance with any state or local regulations and/or requirements.
- F. This Agreement is intended to make METU resources owned or controlled by the Counties and the Cities available for disasters and other emergencies within the geographical confines of any of the Parties. However, nothing contained herein shall be construed to restrict the ability of the Assisting Jurisdictions having ownership or control of the METU resources from making those resources available to Requesting Jurisdictions, or to other jurisdictions that are not a Party to this Agreement in response to mutual assistance requests pursuant to other mutual aid agreements or other appropriate legal authority.
- G. Nothing contained herein shall be construed to restrict the ability of the Parties from making their METU resources available for purposes that satisfy the intention of the grant funding.

SECTION IV

OBLIGATIONS OF THE PARTIES

- A. The recitals set forth hereinabove are incorporated into, and made a part of, this Agreement.

New York City Urban Area Working Group - Major Emergency Transportation Unit Municipal Aid and Assistance Agreement

- B. Provision of Aid and Assistance: The Parties to this Agreement agree to provide Aid and Assistance in accordance with the terms and conditions of this Agreement and in the event of a Local Disaster or other emergency. The Parties may pre-arrange by standard operating procedures, or other understandings, the types and quantity of METU resources that will be made available upon receipt of a request for Aid and Assistance.
- C. Ability to Provide Assistance: It is mutually understood that each Party's foremost responsibility is to its own residents and businesses. As such, this Agreement shall not be construed to impose an absolute obligation on any Party to this Agreement to provide Aid and Assistance upon receipt of a request from another Party. Accordingly, when Aid and Assistance have been requested, a Party in its sole discretion may deem itself unavailable to respond and, shall so, inform the Party setting forth the request by telephone, or any available mode of two-way communication, to be followed as soon as practicable by a written notification (transmitted by e-mail or facsimile) of the denial of the request. A Party shall not be liable to any other Party for a determination not to provide Aid and Assistance.
- D. Designation of Primary Communications Centers: All requests for Aid and Assistance shall be communicated by and between each Party's designated primary communications center. The Parties have designated the following primary communications centers as their respective points of contact for purposes of requests for Aid and Assistance and have duly authorized the communications center personnel to initiate and receive requests for Aid and Assistance and to coordinate the provision of Aid and Assistance, in accordance with the terms of this Agreement and local protocols:
- (1) Suffolk County: Suffolk County Department of Fire Rescue and Emergency Services ("SCDFRES").
 - (2) Nassau County: Nassau County Office of Emergency Management ("OEM").
 - (3) Westchester County: The Westchester County Emergency Communications Center ("ECC" a/k/a "60-Control").
 - (4) The City of New York: New York City Emergency Management Department ("NYCEMD") Watch Command.
 - (5) The City of Yonkers: Yonkers Police Communications Division.
 - (6) The Port Authority of New York and New Jersey: Port Authority of New York and New Jersey Office of Emergency Management ("Port Authority OEM").
- E. Procedures for Requesting Assistance:
- (1) When a Party hereto is in need of additional emergency transportation resources in order to deal with a Local Disaster or other emergency, that Party's Authorized Representative may request Aid and Assistance by communicating the request to the Authorized Representative of the other Party through the designated primary communications centers. Said request must indicate that it is made pursuant to this Agreement in order to be enforced pursuant to the terms of this Agreement.

The request may be made by telephone, or any available mode of two-way communication, to be followed as soon as practicable by a written confirmation (transmitted by e-mail or facsimile) of that request. The Parties shall utilize the National Mutual Aid and Resource Management Initiative for resource typing purposes.

(2) When a determination is made to make a request for Aid and Assistance pursuant to this Agreement, it should be done in the following manner:

- Notification is made by a local Incident Commander from the Requesting Jurisdiction to the Party's designated primary communications center that a disaster, or other emergency, causes, or may potentially cause, a jurisdiction's normal emergency transportation capabilities to be insufficient to manage the emergency/disaster event.
- Notification of the situation should be made to the Requesting Jurisdiction's duly authorized emergency management official for consideration to invoke the Agreement. At such time that the decision is made to approve the Agreement request, the Requesting Jurisdiction seeking Aid and Assistance should communicate the request to the Authorized Representative of the other Party through their designated primary communications centers.
- The Requesting Jurisdiction, through its designated primary communications center, shall provide as much of the following information as possible:
 - a) Exact location of the incident.
 - b) Nature of the incident.
 - c) Any personal protective equipment needed or precautions to be taken.
 - d) Type and quantity of Mutual Aid Resources being requested, including any specific staffing or equipment needs.
 - e) Most appropriate route(s) of travel.
 - f) Location of Staging area(s) with ingress and egress points.
 - g) Location of the Incident Command Post.
 - h) Communications channel assignment(s).
 - i) Verifiable call back number.
- The Assisting Jurisdiction's designated primary communications center shall provide (if possible) an estimate of the resources available to respond to the Aid and Assistance request, as well as an estimated time of arrival of those resources to the designated staging area. It shall be the responsibility of the Assisting Jurisdiction to inform the Requesting Jurisdiction as quickly as possible as to whether the requested resources are unavailable, in accordance with Section (IV) (C) above.

F. Designation of Supervisory Personnel and Coordination of Effort: The Assisting Jurisdiction shall designate supervisory personnel amongst its authorized staff, personnel and/or its employees sent to render Aid and Assistance to the Requesting Jurisdiction. The Assisting Jurisdiction shall assign personnel capable of directing and coordinating activities associated with deployment of METU program resources but may additionally elect to designate a supervisor to respond directly to the designated Incident Command Post and report to the Liaison Officer (or designated point of contact) as soon as practical. The Requesting Jurisdiction shall assign work tasks to the Assisting

Jurisdiction's supervisory personnel, and unless the Parties agree otherwise, the Requesting Jurisdiction shall have the responsibility for coordination between the Assisting Jurisdiction's supervisory personnel and the Requesting Jurisdiction. Based upon such assignments set forth by Requesting Jurisdiction, the Assisting Jurisdiction's supervisory personnel shall have the authority to:

- (1) Assign work and establish work schedules for the Assisting Jurisdiction's personnel;
- (2) Maintain daily personnel time records, material records, and a log of equipment hours;
- (3) Report work progress to the Requesting Jurisdiction at regular intervals as specified by the Requesting Jurisdiction.

- G. Period of Service and Renewability: The duration of the Assisting Jurisdiction's Aid and Assistance shall be for an initial period of up to twenty-four (24) hours, starting from the time of arrival of the Assisting Jurisdiction's personnel, equipment and/or other resources. Thereafter, Aid and Assistance may be extended in increments agreed upon in writing by the Authorized Representatives of the Assisting Jurisdiction and the Requesting Jurisdiction. Unless otherwise provided in writing agreed to by the Parties, additional increments of Aid and Assistance shall not exceed twenty-four (24) hours.
- H. Traveling Employees: Unless otherwise specified by the Requesting Jurisdiction or agreed to by the Parties in writing, it is mutually understood that the Requesting Jurisdiction shall pay for all reasonable out-of-pocket costs and expenses of the Assisting Jurisdiction's personnel, such as transportation expenses for travel to and from the disaster/emergency area in accordance with Federal per diem reimbursement rates for the region. The Requesting Jurisdiction shall provide food and lodging to the Assisting Jurisdiction's personnel at the Requesting Jurisdiction's sole cost and expense. Lodging is to be provided only when it is reasonably impracticable, at the Assisting Jurisdiction's discretion, for the Assisting Jurisdiction's personnel to travel to and from such personnel's usual place of abode. If the Requesting Jurisdiction cannot provide such food and/or lodging, the Requesting Jurisdiction shall so advise the Assisting Jurisdiction, and specify in its request for Aid and Assistance that only personnel who can provide for their own needs are requested. In such event, the Requesting Jurisdiction shall reimburse the Assisting Jurisdiction's personnel the reasonable costs and expenses for food and/or lodging.
- I. Recall: The Assisting Jurisdiction's personnel, equipment and other resources shall remain subject to recall by the Assisting Jurisdiction to provide for its own residents and businesses, as determined in the Assisting Jurisdiction's sole discretion. The Assisting Jurisdiction shall make a good faith effort to provide at least eight (8) hours advance notification to the Requesting Jurisdiction of the Assisting Jurisdiction's intent to terminate the Aid and Assistance prior to the end of the period of service, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.
- J. Reimbursement For Aid and Assistance: Except as otherwise provided below, it is understood that the Requesting Jurisdiction shall reimburse the Assisting Jurisdiction for the following documented costs and expenses incurred by the Assisting Jurisdiction, as a result of providing Aid and Assistance to the Requesting Jurisdiction:

- (1) Personnel: During the period that Aid, and Assistance, is rendered, the Assisting Jurisdiction shall continue to pay its employees according to its then prevailing ordinances, rules, regulations and agreements, and shall submit an invoice to the Requesting Jurisdiction for said costs. Such costs shall include, but not be limited to, regular time, overtime pay and fringe benefits that the Assisting Jurisdiction's employee would have received from the Assisting Jurisdiction in the ordinary course of the employee's duties.
- (2) Equipment: The Assisting Jurisdiction shall be reimbursed by the Requesting Jurisdiction for the use of its equipment according to established FEMA equipment rates. (To the extent not covered by FEMA, NYSDOT rates shall apply.) Costs for fuel, labor, supplies and materials used for the maintenance of equipment shall not be separately billed and shall be considered reimbursed as a component of said FEMA or NYSDOT billing rates.
- (3) Materials and Supplies: The Assisting Jurisdiction shall be reimbursed for all materials and supplies furnished by it, used, or damaged in providing Aid and Assistance to the Requesting Jurisdiction. The Assisting Jurisdiction's personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of Aid and Assistance. The measure of reimbursement for materials and supplies shall be determined in accordance with established FEMA and New York State reimbursement policies. In the alternative, the Parties may agree in writing that the Requesting Jurisdiction will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.
- (4) Recordkeeping: The Requesting Jurisdiction shall provide information, instructions, and assistance for record keeping to the Assisting Jurisdiction's personnel. The Assisting Jurisdiction shall maintain records and invoices for reimbursement.
- (5) Billing and Payment Schedule: The Assisting Jurisdiction shall send an invoice pursuant to the notice provisions in Section (IX) of this Agreement for reimbursable costs and expenses, together with appropriate documentation as required by the Requesting Jurisdiction, as soon as practicable after the said period of Aid and Assistance. The Requesting Jurisdiction shall pay the bill, or advise of any disputed items, no later than ninety (90) days following the billing date, unless an extension is granted by the Assisting Jurisdiction.
- (6) Waiver of Reimbursement. The Parties may elect to forego reimbursement, in whole or in part, pursuant to this section and Section (IV) (H) of this Agreement. Each Assisting Jurisdiction and Requesting Jurisdiction may enter into separate understandings with respect to reimbursement protocols. Such waivers, or other reimbursement arrangements, should be memorialized in a writing signed by duly authorized representatives of the respective Parties and maintained in accordance with the provisions of this Agreement.

- K. Inspection of Records: The Assisting Jurisdiction agrees that it shall make its records, regarding costs and expenses for Aid and Assistance provided under this Agreement, available for audit and inspection upon request by the Requesting Jurisdiction, New York State and the Federal Government, and shall keep such records available for inspection and evaluation by properly authorized personnel of the aforementioned government entities for at least seven (7) years after the date of final payment under this Agreement. If such an audit reveals overpayments by the Requesting Jurisdiction to the Assisting Jurisdiction, the Assisting Jurisdiction shall repay the amount of such overpayment by check to the Requesting Jurisdiction.

SECTION V

A. PARTIES' RESPONSIBILITIES FOR STAFF, PERSONNEL AND/OR EMPLOYEES

When the Assisting Jurisdiction's authorized staff, personnel and/or employees ("Personnel") are rendering Aid and Assistance pursuant to this Agreement, such Personnel shall maintain the financial and legal responsibility of the Assisting Jurisdiction and shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Assisting Jurisdiction.

The Assisting Jurisdiction shall maintain liability and workers' compensation coverage in the same manner and to the same extent, as if such Personnel were performing their duties within the geographic limits of the Assisting Jurisdiction.

The Assisting Jurisdiction's Personnel are not to be considered Personnel of the Requesting Jurisdiction for any purpose whatsoever. The Requesting Jurisdiction shall provide necessary credentials to the Assisting Jurisdiction's Personnel, authorizing them to operate on behalf of the Requesting Jurisdiction.

B. PARTIES' RESPONSIBILITIES FOR NEGLIGENCE

All Parties to this Agreement, whether Assisting Jurisdictions or Requesting Jurisdictions, shall be liable for the negligence of its Personnel occurring in the performance of their duties, before, during and after the provision of any Aid and Assistance, in the same manner and to the same extent as if such negligence occurred in the performance of their duties within the area regularly served.

Any loss or damage to a METU, apparatus or other equipment of the Assisting Jurisdiction sustained in answering a call for Aid and Assistance under this Agreement, will be a charge against and paid by the Requesting Jurisdiction. The Requesting Jurisdiction shall not be responsible for reimbursing the Assisting Jurisdiction for the costs of any damage caused to the Assisting Jurisdiction's METU, apparatus or other equipment by gross negligence, willful or wanton misconduct, intentional misuse, or recklessness of the Assisting Jurisdiction's personnel.

Nothing herein shall prevent a Party from submitting a claim to its own insurance company. Nothing herein shall be deemed to affect any defense, immunity or other benefit provided by Federal law or the laws of the State of New York, or to create any liability that does not exist under current law.

SECTION VI

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE

As recipients of federal grant funds, the Parties to this Agreement shall implement and remain compliant with ongoing NIMS benchmarks, pursuant to Federal and State Department of Homeland Security principles. Assisting Jurisdictions' personnel who respond to another jurisdiction, pursuant to the terms of this Agreement, shall have appropriate Incident Command System (ICS) training (in accordance with NIMS Training Guidelines) for the job which they will perform.

SECTION VII

NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

All Aid and Assistance shall be rendered in accordance with the applicable Federal, State and local laws, rules and regulations prohibiting discrimination in the provision of public services.

SECTION VIII

EFFECTIVE DATE; TERM OF AGREEMENT; RENEWAL; TERMINATION

- A. Effective Date. This Agreement shall take effect upon full execution by all Parties.
- B. Term: The term of this Agreement shall be for five (5) years from the date first set forth above unless the Agreement is extended or terminated in writing by Authorized Representatives of the Parties.
- C. Termination. Any Party may terminate this Agreement upon thirty (30) days' written notice to all Parties. Termination of this Agreement by any one Party will have no effect on the Agreement among the remaining Parties. It will remain in full force and effect as to those Parties. Termination of this Agreement shall not affect the obligation of any Party to reimburse the other for the costs and expenses of rendering Aid and Assistance incurred prior to the effective date of termination and pursuant to the terms of this Agreement.

SECTION IX

NOTICES

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 sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses 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.

New York City Urban Area Working Group - Major Emergency Transportation Unit Municipal Aid and Assistance Agreement

Suffolk County:

County Executive Steven Bellone
H. Lee Dennison Building
100 Veterans Memorial Highway
PO Box 6100
Hauppauge, NY 11788-0099

Commissioner Pat Beckley
Department of Fire, Rescue and
Emergency Services
Po Box 127 Yaphank, NY 11980-0127

With a copy to County Attorney
Dennis M. Cohen
Same address as County Executive.

Nassau County:

County Executive Bruce Blakeman
1550 Franklin Avenue
Mineola, NY 11501

Acting Commissioner Richard Corbett
Office of Emergency Management
510 Grumman Road West
Bethpage, NY 11714

Westchester County:

County Executive George Latimer
Michaelian Office Building
148 Martine Avenue
White Plains, NY 10601

Commissioner Richard G. Wishnie
Department of Emergency Services
4 Dana Road
Valhalla, NY 10595

With a Copy to:

County Attorney John M. Nonna
Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, NY 10601

City of New York:

Acting Fire Commissioner Laura Kavanagh
New York City Fire Department
9 MetroTech Center
Brooklyn, NY 11201

Commissioner Zachary Iscol
Emergency Management Department
165 Cadman Plaza East
Brooklyn, NY 11201

With a Copy to:

Deputy Commissioner of Legal Affairs Terryl Brown
Same address as Fire Commissioner.

With a Copy to:

Chief Counsel
Same address as Commissioner.

City of Yonkers:

Mayor Mike Spano
40 South Broadway
Yonkers, NY 10701

Commissioner Christopher Sapienza
Police Department
104 South Broadway
Yonkers, NY 10701

With a Copy to:

Corporation Counsel
40 South Broadway
Yonkers, NY 10701

Director of Emergency Management
104 South Broadway
Yonkers, NY 10701

Port Authority of New York/New Jersey:

Director of Emergency Management
241 Erie Street, Room 202
Jersey City, NJ 07310

SECTION X

GRATUITIES

The Parties represent and warrant that they have not offered or given any gratuity to any official, employee or agent of the Counties, the Cities, the Port Authority, or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

SECTION XI

NO BENEFIT TO THIRD PARTIES

All functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever.

SECTION XII

HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting, in any way, the express terms and provisions of this Agreement.

SECTION XIII

SEVERABILITY; NO IMPLIED WAIVER

- (A) It is expressly agreed that if any term or provision of this Agreement, or the application thereof, to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

- (B) No waiver shall be inferred from any failure or forbearance of any party hereto to enforce any provision of this Agreement in any instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

SECTION XIV

MERGER; NO ORAL CHANGES

It is expressly agreed that this Agreement represents the entire agreement of the Parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by all Parties.

SECTION XV

STATUS OF THE PARTIES

The Parties hereto agree that none of the Parties, nor any of their officers, directors or employees, will hold itself or themselves out as, or claim to be, an officer or employee of the other Parties by reason of this Agreement, and that neither it nor any of them will, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of another Party, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

This agreement shall not be construed as creating a principal agent relationship between any Party to this Agreement and any other party to this Agreement.

SECTION XVI

NO ASSIGNMENT

The Parties agree not to assign, transfer, convey, sublet or otherwise dispose of the Agreement, or any of their right, title or interest therein, or their power to execute this Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the other Parties, and that any attempt to do any of the foregoing without such consent shall be of no effect.

SECTION XVII

COUNTERPARTS

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, each of the Parties have caused this New York City Urban Area Municipal Mutual Aid and Assistance Agreement for Major Emergency Transportation Units to be duly executed in its name and behalf by an Authorized Representative, in accordance with any and all procedures required to enter into such agreement, on the day and year first above written.

Deputy Mayor, City of New York

County Executive, Suffolk County

Deputy County Executive, Nassau County

Richard G. Wishnie
Commissioner
Department of Emergency Services
County of Westchester

Mayor, City of Yonkers

Director of Emergency Management,
Port Authority NY/NJ



George Latimer
County Executive

November 2, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County") to enter into a subaward agreement (the "Agreement") with the Westchester County Health Care Corporation ("WCHCC"), pursuant to which the County would subaward to WCHCC a portion of the \$1,000,000.00 in certain grant funds (the "Grant Funds") being received by the County from the United States Department of Justice, acting by and through its Office on Violence Against Women, ("DOJ").

The Grant Funds are being provided to the County by DOJ, through its Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, under DOJ Grant Award Number 15JOVW-21-GG-02029-ICJR. The Grant Funds are to be used by the County for the work to implement the Westchester County Domestic Violence High Risk Team (the "DVHRT"), for the period from October 1, 2021 through September 30, 2025.

Under the proposed Agreement, the County would subaward to WCHCC \$64,582.00 in Grant Funds for the performance of the portion of the work that is to provide certain services of a 24/7 'High Risk Hotline Operator' (also known as a 'LAPline Advocate'), who will provide immediate assistance to victims of domestic violence who are screening in as high risk at the scene of a domestic incident, which assistance may include, but not necessarily be limited to, immediate crisis intervention, safety planning, and referrals for shelter or emergency housing, if needed, all as part of the work of the DVHRT.

Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for the proposed Agreement.

The proposed Agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. No environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe it is in the County's best interests to enter into the Agreement. Accordingly, I recommend and urge your Honorable Board to adopt the proposed Act.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", with a stylized flourish at the end.

George Latimer
County Executive

GL/SB/bdm/nn
Attachments

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (the “County”) to enter into a subaward agreement (the “Agreement”) with the Westchester County Health Care Corporation (“WCHCC”), pursuant to which the County would subaward to WCHCC a portion of the \$1,000,000.00 in certain grant funds (the “Grant Funds”) being received by the County from the United States Department of Justice, acting by and through its Office on Violence Against Women, (“DOJ”).

Your Committee has been advised that the Grant Funds are being provided to the County by DOJ, through its Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, under DOJ Grant Award Number 15JOVW-21-GG-02029-ICJR. Your Committee has been advised that the Grant Funds are to be used by the County for the work to implement the Westchester County Domestic Violence High Risk Team (the “DVHRT”), for the period from October 1, 2021 through September 30, 2025.

Your Committee has been advised that, under the proposed Agreement, the County would subaward to WCHCC \$64,582.00 in Grant Funds for the performance of the portion of the work that is to provide certain services of a 24/7 ‘High Risk Hotline Operator’ (also known as a ‘LAPline Advocate’), who will provide immediate assistance to victims of domestic violence who are screening in as high risk at the scene of a domestic incident, which assistance may

include, but not necessarily be limited to, immediate crisis intervention, safety planning, and referrals for shelter or emergency housing, if needed, all as part of the work of the DVHRT.

Your Committee has been advised that Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for the proposed Agreement. Pursuant to that section, said approval of your Honorable Board must be by an affirmative vote of not less than a majority of the voting strength of the Board.

Your Committee concurs with the conclusion that the proposed Agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Accordingly, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

After due consideration, your Committee recommends the adoption of the proposed Act.

Date: _____, 2022

White Plains, New York

COMMITTEE ON

C:BDM-102622

FISCAL IMPACT STATEMENT

SUBJECT: WC DV High Risk Team (DVHRT)

☒ 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 \$ 16,145.50

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 263 11 W042 4380 (trust funded through a US Department of Justice,

Office on Violence Against Women grant

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: _____

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

Current Year: \$0.00

Next Four Years: \$48,436.50

2022-2025 not-to-exceed amount to provide a High Risk Hotline Operator ("LAPline Advocate"),
who will provide immediate assistance to victims of domestic violence who are screening in
as high risk at the scene of a domestic incident, as part of DVHRT. (\$16,145.50 per year)

Prepared by: Stephanie Basilan

Title: Program Admin, CT Mangement

Department: Office for Women

Date: September 27, 2022

Reviewed By: 

Budget Director

Date: 10/31/22

ACT NO. 2022-_____

An Act authorizing the County of Westchester to enter into a subaward agreement with the Westchester County Health Care Corporation for a term from October 1, 2021 through September 30, 2025, pursuant to which it will be subawarded a portion of the grant funds received by the County of Westchester to implement the Westchester County Domestic Violence High Risk Team.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into a subaward agreement with the Westchester County Health Care Corporation (“WCHCC”), pursuant to which the County will subaward to WCHCC \$64,582.00 in grant funds being received by the County from the United States Department of Justice, acting by and through its Office on Violence Against Women, (“DOJ”) through its Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, under DOJ Grant Award Number 15JOVW-21-GG-02029-ICJR, for the work to implement the Westchester County Domestic Violence High Risk Team (the “DVHRT”), for the period from October 1, 2021 through September 30, 2025 (the “Grant Funds”).

Under the Agreement, WCHCC shall be provided the \$64,582.00 in Grant Funds for the performance of the portion of the work that is to provide certain services of a 24/7 ‘High Risk Hotline Operator’ (also known as a ‘LAPline Advocate’), who will provide immediate assistance to victims of domestic violence who are screening in as high risk at the scene of a domestic incident, which assistance may include, but not necessarily be limited to, immediate crisis intervention, safety planning, and referrals for shelter or emergency housing, if needed, all as part of the work of the DVHRT.

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

§3. This Act shall take effect immediately.

THIS SUBAWARD AGREEMENT made the ____ day of _____, 2022, 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 the “County”)

and

WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation of the State of New York, having an office and place of business at Executive Offices at Taylor Care Center, C-2, 100 Woods Road, Valhalla, New York 10595 (hereinafter the “Subrecipient”)

WITNESSETH:

WHEREAS, the County and the United States Department of Justice, acting by and through its Office on Violence Against Women, (“DOJ”) are parties to an agreement, pursuant to which the County accepted from DOJ a grant in the amount of \$1,000,000.00 under DOJ’s Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (the “Grant Funds”), in order to implement the Westchester County Domestic Violence High Risk Team (the “Grant Agreement”; DOJ Grant Award Number 15JOVW-21-GG-02029-ICJR), for the period from October 1, 2021 through September 30, 2025; and

WHEREAS, the County desires to make a subaward, of a portion of the Grant Funds, to the Subrecipient for the performance of the portion of the work that is to provide certain services of a 24/7 ‘High Risk Hotline Operator’ (also known as a ‘LAPline Advocate’), who will provide immediate assistance to victims of domestic violence who are screening in as high risk at the scene of a domestic incident, which assistance may include, but not necessarily be limited to, immediate crisis intervention, safety planning, and referrals for shelter or emergency housing, if needed, all as part of the work of the Domestic Violence High Risk Team (“DVHRT”).

WHEREAS, the Subrecipient desires to receive such a subaward of a portion of the Grant Funds, in order to provide the above-described work, and desires to thereby become a subrecipient under the Grant Agreement, on the terms and conditions provided herein.

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

FIRST: The County shall, to the extent permitted under the Grant Agreement, make a subaward, of the Grant Funds, under the Grant Agreement, to the Subrecipient in the amount of SIXTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS (\$64,582.00) (the “Subaward”). The term of this Agreement, and the making of the Subaward, shall commence on October 1, 2021 and shall continue through September 30, 2025, unless terminated earlier pursuant to the provisions of this Agreement or the Grant Agreement.

SECOND: The Subrecipient shall use the Subaward to provide certain services of a 24/7 ‘High Risk Hotline Operator’ (also known as a ‘LAPline Advocate’), who will provide immediate assistance to victims of domestic violence who are screening in as high risk at the scene of a domestic incident, which assistance may include, but not necessarily be limited to, immediate crisis intervention, safety planning, and referrals for shelter or emergency housing, if needed, all as part of the work of the DVHRT, as more fully described in the Grant Agreement and/or grant-related materials that are not necessarily explicitly made part of the Grant Agreement but are nevertheless pertinent to the services to be provided, including, without limitation, any and all applicable notices of funding availability and any and all applicable County grant application materials, (the “Work”) all of which materials are hereby incorporated into this Agreement by reference and all of which the Subrecipient hereby acknowledges that it is aware of and/or possesses, such that it is fully aware of, and can fulfill, its obligations hereunder. The Work shall be carried out by the Subrecipient in accordance with the terms of the Grant Agreement and the above-described related materials (collectively, the “Grant Materials”) otherwise in accordance with current industry standards and trade practices.

THIRD: The County shall not pay to the Subrecipient any portion of the Subaward unless and until the Subrecipient has given the County the Subrecipient's federal "unique entity identifier" number, in compliance with 2 C.F.R. 25.300, unless the Grant Materials and/or DOJ allows such payment(s) to proceed without having such number. Except as may be otherwise required by the Grant Materials, the Subaward shall be paid to the Subrecipient quarterly, on a reimbursement basis. Any and all requests for payment submitted by the Subrecipient shall only be made, and only be fulfilled by the County, in accordance with all applicable terms imposed by the Grant Materials, the County, and/or DOJ. Such terms include, but are not necessarily limited to, the following:

- 1.) Any and all requests for payment shall be submitted by the Subrecipient on properly executed payment vouchers of the County, or on such other forms as may be required by the County or DOJ;
- 2.) Payment shall be made only after approval by the County Executive;
- 3.) All requests for payment must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating.

The Subrecipient agrees to keep records necessary to disclose fully the receipt and disposition of Grant Funds provided under this Agreement as the amount of the Subaward. Unless another provision of this Agreement requires retention for a longer period, and unless the County shall, in writing, advise the Subrecipient to the contrary, the Subrecipient shall retain all financial records related to this Agreement for a period of six (6) years after the expiration or termination of this Agreement.

The Subrecipient agrees that it shall be solely responsible for any over expenditure or improper expenditure relating to the Work and that the County shall have no responsibility or liability whatsoever for any over expenditure or improper expenditure. Accordingly, the Subrecipient agrees that it shall reimburse the County for any use of the Subaward that is disallowed by DOJ.

In addition to any other remedies it may have, the County shall have the right to deduct from future contract payments under any contracts the County may have with Subrecipient any funds the County may determine are owed to the County under this Agreement.

FOURTH: The Subrecipient shall, immediately upon request, provide to the County such financial documents regarding the Work, as well as reports on its progress toward completing the Work, as the County Executive or his duly authorized designee (the “County Executive”) may request, and shall immediately inform the County Executive in writing of any cause for delay in the performance of its obligations under this Agreement.

Without limiting any other provision of this Agreement, the Subrecipient shall provide the County with financial reports and progress reports at such intervals as the County may, in its discretion, specify, unless more frequent reports are required by DOJ under the Grant Materials or as otherwise provided for in the Federal Requirements (as defined below).

FIFTH In addition to a general audit rights, which the County reserves for itself hereunder, the County also reserves the right to audit the Subrecipient’s performance under this Agreement. Such audit may include requests for documentation or other information which the County Executive may, in his discretion, deem necessary and appropriate to verify the information provided by the Subrecipient as required by Paragraph “FOURTH”.

The County may also make site visits to the location(s) where the services to be provided under this Agreement are performed in order to review the Subrecipient’s books, accounts, financial audits, and records, observe the performance of services and/or to conduct interviews of staff, where appropriate and not otherwise prohibited by law.

Without limiting any of the foregoing, the Subrecipient shall fully comply with any and all organization-wide or program-specific audits conducted by the County and/or DOJ, whether conducted by the County and/or DOJ, or by a contractor or agent thereof, and whether conducted based upon compliance with the terms of the Grant Materials or another aspect of the Federal Requirements (as defined below), or on the County’s and/or DOJ’s own initiative.

SIXTH: The Subrecipient recognizes and acknowledges that the obligations of the County under this Agreement are subject to the County's receipt of the Grant Funds from DOJ pursuant to the Grant Agreement, and that no liability shall be incurred by the County beyond the monies made available to the County from DOJ pursuant to the Grant Agreement. The Subrecipient agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds or said funds have been made available to the County. If, for any reason, the full amount of said funds is not paid over or made available to the County, the County may terminate this Agreement immediately or reduce the amount payable to the Subrecipient, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Subrecipient. If the County subsequently offers to pay a reduced amount to the Subrecipient, then the Subrecipient shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: (a) The County, upon ten (10) days notice to the Subrecipient, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Subrecipient shall only be entitled to such amount of the Subaward as is attributable to the portion of the Work performed prior to the effective date of termination. The Subrecipient shall accept as final a reasonable and good faith determination by the County Executive regarding such amount. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Subrecipient shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the County Executive, and the Subrecipient shall direct any contractors, consultants, subrecipients, and the like to do the same.

(b) If the Subrecipient fails to perform the Work in the manner called for in this Agreement, or if the Subrecipient otherwise fails to comply with any other provision(s) of this Agreement, the County may terminate this Agreement for cause, either with or without allowing a period of time for the Subrecipient to cure such breach(es) or default(s) to the County's satisfaction, as the County may determine in its sole discretion. If the County will allow a period of time for the Subrecipient to cure its beach(es) or default(s), the County shall send a notice to

the Subrecipient identifying the breach(es) or default(s) and specifying the time period being allowed for said cure. Termination shall be effected by sending a notice of termination on the Subrecipient setting forth the manner(s) in which the Subrecipient is in breach or default. The Subrecipient will only be entitled to retain such amount of the Subaward as is attributable to the portion of the Work performed prior to the effective date of termination that the County Executive has determined that the Subrecipient performed in accordance with the manner of performance set forth in this Agreement. The Subrecipient shall accept as final a reasonable and good faith determination by the County Executive regarding such amount.

Any termination for default under this section “b” shall not in any way operate to preclude the County from also pursuing all available remedies against the Subrecipient or other appropriate parties for said breach(es) or default(s). In addition to any other right or remedy it might have, the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Subrecipient.

(c) The Subrecipient understands and acknowledges that the federal government may suspend, suspend then terminate, and/or terminate all or any part of the Grant Funds to be used to fund the Work. The Subrecipient agrees that, in such event, the County shall have the right to immediately terminate all or part of the Work provided under this Agreement, upon notice to the Subrecipient.

EIGHTH: The Subrecipient agrees to procure and maintain in continuous effect for the term of this Agreement policies of insurance naming the County as additional insured, as provided and described in Schedule “A”, entitled “Standard Insurance Provisions”, which is attached hereto and made a part hereof. In addition to, and not in limitation of, the insurance provisions contained in Schedule “A”, the Subrecipient agrees:

(a) that except for the amount, if any, of damage contributed to by, caused by, or resulting from the negligence or willful misconduct of the County, the Subrecipient shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials

from and against any and all liability, damage, third party claims, demands, costs, judgments, fees, reasonable attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Subrecipient or third parties under the direction or control of the Subrecipient;

(b) to provide defense for and defend, at its sole expense, any and all third party claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other reasonable costs and expenses related thereto; and

(c) in the event the Subrecipient 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 Subrecipient 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 Agreement.

NINTH: The Subrecipient expressly agrees that neither it nor any contractor, consultant, subrecipient, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Subrecipient acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, subrecipients, contractors, consultants, or others.

TENTH: The County shall have a non-exclusive, worldwide, royalty-free perpetual license to use, in any manner it sees fit, for any purpose whatsoever, all records or recorded data of any kind created or compiled by the Subrecipient in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data.

ELEVENTH: The Subrecipient and the County agree that the Subrecipient and its officers, employees, agents, contractors, consultants and/or subcontractors are not employees of the County or any department, agency or unit thereof. Accordingly, the Subrecipient covenants and agrees that neither the Subrecipient nor any of its officers, employees, agents, contractors, consultants, and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

TWELFTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any of the Work or the payment of any amount hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

THIRTEENTH: 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), to the addresses 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:

Office for Women
112 East Post Road, Room 110B
White Plains, New York 10601

with a copy to:

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

To the Subrecipient:

Westchester County Health Care Corporation
Executive Offices at Taylor Care Center, C-2
100 Woods Road
Valhalla, New York 10595

with a copy to:

Office of Legal Affairs
Attn: General Counsel
WMCLegalNotices@ WMCHHealth.org

FOURTEENTH: This Agreement 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.

In the event of any conflict within this Agreement, among any of the documents that form a part of this Agreement, it is understood and agreed that the following order of precedence shall prevail in determining the document that controls with respect to any interpretation of the meaning and intent of the parties:

- 1.) The Grant Materials
- 2.) This Agreement

FIFTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

SIXTEENTH: The Subrecipient hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

SEVENTEENTH: The Subrecipient shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a

conflict of interest. The Subrecipient shall also use all reasonable means to avoid any appearance of impropriety.

EIGHTEENTH: All payments made by the County to the Subrecipient will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Subrecipient is not already enrolled in the Vendor Direct Program, the Subrecipient shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Subrecipient understands that it must contact the County’s Finance Department.) The EFT Authorization Form and related information are annexed hereto as Schedule “B”. The Subrecipient shall provide the County with a completed copy of the EFT Authorization Form that is attached hereto and made a part hereof. If the Subrecipient is already enrolled in the Vendor Direct Program, the Subrecipient hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated paper version of the document.

NINETEENTH: The Subrecipient understands that the County has relied upon all materials and representations it has provided to the County concerning the Work and this Agreement in, a.) considering, among other things, whether the Subrecipient is capable of successfully performing under the terms and conditions of this Agreement; the Subrecipient’s integrity and ethics; whether executing this Agreement with the Subrecipient is in compliance with public policy; the Subrecipient’s record of past performance; and the Subrecipient’s financial, administrative, and technical resources and capacity, b.) consequently determining that the Subrecipient is a responsible Subrecipient, and c.) making the Subaward to the Subrecipient.

TWENTIETH: The Subrecipient 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 Subrecipient as an employer of labor.

The Subrecipient understands and acknowledges that its use of the Grant Funds provided under this Agreement will make the Work funded by the Grant Funds subject to the

various terms in the Grant Materials and various applicable federal requirements that are specified in various materials concerning, or otherwise applicable to, the Grant Funds (collectively, the “Fund Materials”). All of the Fund Materials that are not attached to this Agreement are or will be either on file with the County or publicly available from DOJ, and are hereby incorporated by reference into this Agreement. The Subrecipient represents and warrants that it is aware of and/or possesses all of the Fund Materials that it needs in order to be fully aware of, and fulfill, its obligations, including, but not necessarily limited to, the compliance obligations described in this Paragraph “TWENTIETH”.

The Subrecipient agrees that, in its performance of the Work, it will comply, at its own expense, with, a.) all terms contained in the Fund Materials, as such materials may be amended from time to time, and, without limiting the foregoing, b.) the provisions of all applicable Federal laws, regulations, rules, executive orders, policies, orders, notices, and related guidance, as such provisions may be amended from time to time, (‘a’ and ‘b’, collectively, the “Federal Requirements”). The Federal Requirements are hereby incorporated into this Agreement by reference. The Subrecipient’s failure to comply with the Federal Requirements shall constitute a material breach of this Agreement.

Without limiting any of the foregoing, the Subrecipient shall, specifically:

- (a) Regarding access to records, access to sites where the Work is performed, and retention of records:
 - i.) In compliance with 2 C.F.R. 200.337(a), the Subrecipient agrees to provide the County, DOJ, the Comptroller General of the United States, any inspectors general, or any of the duly authorized representatives of any of these listed parties, access to any books, documents, papers, or other records which are pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts, as well as provide timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents. The Subrecipient agrees to allow the above-listed parties to reproduce,

excerpt, and/or transcribe such books, documents, papers, and other records by any means whatsoever. The Subrecipient also agrees to allow the above-listed parties such other access to records as may be necessary for compliance by such parties and/or the Subrecipient with applicable Federal Requirements.

- ii.) In accordance with 2 C.F.R. 200.337(c), all of the above-described rights of access to records shall last for as long as the records are retained by the Subrecipient. In compliance with 2 C.F.R. 200.334, the Subrecipient agrees to maintain all of the records described in item 'i', above, for the applicable period of time specified in those regulations or such other regulations as may be applicable.
- iii.) In compliance with 2 C.F.R. 200.329(f), the Subrecipient agrees to permit DOJ to make site visits as needed.

(b) Regarding recovered materials:

- i.) The Subrecipient agrees to comply with all applicable requirements of 2 C.F.R. 200.323; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and as further amended (42 U.S.C. § 6962); 40 C.F.R. Part 247, the United States Environmental Protection Subrecipient's "Comprehensive Procurement Guideline for Products Containing Recovered Materials"; and Executive Order 12873.

(c) Regarding clean air and clean water, in compliance with Appendix II to 2 C.F.R. Part 200, the Subrecipient shall require any contractor paid any portion of the Subaward to :

- i.) Comply with all applicable requirements of, and standards, orders, or regulations issued pursuant to, the following:
 - 1.) The Clean Air Act, as amended (42 U.S.C. § 7401 – 7671q);
 - and

- 2.) The Federal Water Pollution Control Act (also known as the Clean Water Act), as amended (33 U.S.C. § 1251 – 1387).
- ii.) Report each violation of the provisions specified in item ‘i’, above, to the County and understands and acknowledges that the County will, in turn, report each violation as required to assure notification to DOJ and the appropriate Environmental Protection Subrecipient Regional Office.
- (d) Regarding contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms:
 - i.) The Subrecipient agrees to comply with all applicable requirements of 2 C.F.R. 200.321.
- (e) Regarding domestic preferences for procurements:
 - i.) The Subrecipient agrees to comply with all applicable requirements of 2 C.F.R. 200.322.
- (f) Regarding the procurement of any contract that will be funded by any portion of the Subaward:
 - i.) The Subrecipient agrees to conduct all such procurement transactions in compliance with 2 C.F.R. Part 200 and otherwise in a manner to provide, to the maximum extent practical, open and free competition.

The Subrecipient hereby represents and warrants that it has all of the information it needs regarding the Federal Requirements concerning reporting, patent rights, copyrights, and rights in data, and the Subrecipient understands and acknowledges that all such requirements and regulations are hereby incorporated into this Agreement by reference, and shall prevail over any conflicting term(s) of this Agreement.

TWENTY-FIRST: (a) The Subrecipient represents and warrants that it, its principals, and affiliates (as defined in 2 C.F.R. Part 180) are not currently debarred or suspended and the Subrecipient agrees to complete the “Certification Regarding Debarment and

Suspension”, which is attached hereto and made a part hereof as Schedule “C”.

The Subrecipient agrees that it shall immediately notify the County if it, its principals, and/or affiliates is/are debarred or suspended, or its, its principals’, and/or affiliates’ debarment or suspension appears likely. The Subrecipient further agrees to comply with the applicable provisions regarding debarment and suspension regulations in 2 C.F.R. Part 2867, Federal Executive Order 12549, Federal Executive Order 12689, 48 C.F.R. Subpart 9.4, and 2 C.F.R. Part 180, and to require any contractors of the Subrecipient that are being paid funds from the Subaward to comply with the same.

The Subrecipient represents and warrants that it is not currently excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits, by virtue of being on the United States General Service Administration’s the Excluded Parties List System (EPLS), available at <https://sam.gov> (or any successor website) as part of the System for Awards Management (SAM). The Subrecipient agrees that it shall immediately notify the County if it is so-excluded, or its exclusion appears likely.

The Subrecipient represents and warrants that it is not currently on any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, and has not been found non-responsible by New York State or any political subdivision thereof. The Subrecipient agrees that it shall immediately notify the County if it is added to any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, or its addition to such lists appears likely. The Subrecipient agrees that it shall immediately notify the County if it is found non-responsible by New York State or any political subdivision thereof, or such a finding of non-responsibility appears likely.

The Subrecipient understands and acknowledges that the County is relying upon all of the Subrecipient’s above-described representations and warranties in entering into this Agreement.

(b) The Subrecipient agrees to complete the “Certification Regarding Drug-Free Workplace Requirements”, which is attached hereto and forms part hereof as Schedule “D”, in order to help ensure compliance with 41 U.S.C. § 8101 et seq., 48 C.F.R. Subpart 23.5, and 28 C.F.R. Part 83. The Subrecipient agrees to require each contractor of the Subrecipient that is being paid funds from the Subaward to complete its own copy of Schedule “D”.

(c) The Subrecipient agrees to complete the “Certification Regarding Lobbying”, which is attached hereto and forms part hereof as Schedule “E”, in compliance with 28 C.F.R. Part 69, and to otherwise comply with 28 C.F.R. Part 69 and 31 U.S.C. § 1352. The Subrecipient agrees to require each contractor of the Subrecipient that is being paid funds from the Subaward to complete its own copy of Schedule “E”.

TWENTY-SECOND: It is the intent and understanding of the County and Subrecipient that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Subrecipient understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Subrecipient hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

TWENTY-THIRD: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to

the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-FOURTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE]

DRAFT

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

THE COUNTY OF WESTCHESTER

By: _____
Name: _____
Title: _____

WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____
Name: _____
Title: _____

Authorized by the Westchester County Board of Legislators by Act No. _____, which was adopted on the _____ day of _____, 202__.

Authorized by the Westchester County Board of Acquisition & Contract at a meeting duly held on the _____ day of _____, 202__.

Approved.

Senior Assistant County Attorney
County of Westchester

sk/b/cxx/WCHCC - DV HRT/DVHRT Subaward Agreement - WCHCC - 2021-25.doc
con127464

ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 20__ 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
(CORPORATION)

I, _____,
(Officer other than officer signing document for the corporation)

certify that I am the _____ of
(Title)

_____ a corporation duly organized and in
(Name of Corporation)

good standing under the _____ PAL
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing document; that _____
(Person signing the document for the corporation)

who signed said document on behalf of _____
(Name of Corporation)

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

of the Corporation and that said document was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 20__ 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

SCHEDULE “A”
STANDARD INSURANCE PROVISIONS
 (Subrecipient)

1. Prior to commencing work, and throughout the term of the Agreement, the Subrecipient 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. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Subrecipient from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Subrecipient 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 Subrecipient’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 Subrecipient until such time as the Subrecipient shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Subrecipient 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 Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Subrecipient 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.l) 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.

e) Professional Liability. The Subrecipient shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

f) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000 per occurrence/2,000,000 aggregate). 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 Subrecipient 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 Subrecipient.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE “B”

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: <i>(check one)</i> <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.		

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>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.</i>		
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) <input type="checkbox"/> Checking <input type="checkbox"/> 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>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.</i>		
Authorized Signature	Print Name / Title	Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

Westchester County • Department of Finance • Treasury Division

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.

NEW/CHANGE VEN EFT 9/08

SCHEDULE "C"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) In order to assure compliance with 2 C.F.R. Part 180, 2 C.F.R. Part 2867, and other applicable law, the Subrecipient certifies that it, its principals, and affiliates

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Subrecipient is unable to certify to any of the statements in this paragraph, the Subrecipient shall attach an explanation to this certification.

Westchester County Health Care Corporation

Contracting Entity's Name

Authorized Signature

Name:

Title:

Date:

SCHEDULE “D”

**Certification Regarding
Drug-Free Workplace Requirements**

The Subrecipient certifies that it will provide a drug-free workplace, in compliance with 41 U.S.C. 8101 et seq., 48 C.F.R. Subpart 23.5, and 28 C.F.R. Part 83. The Subrecipient certifies that it will make a good faith effort, on a continuing basis, to maintain a drug-free workplace, including by taking certain specific measures, as follows:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment on any federally-funded contract, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (c) Making it a requirement that each employee to be engaged in the performance of any federally-funded contract be given a copy of the statement required by paragraph (a);
- (d) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Subrecipient's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (e) Notifying the County and the Federal agency that provided the Funds within ten days after receiving notice under subparagraph (b)(2) from an employee or otherwise receiving actual notice of such conviction, with such notification:
 - (1) being in writing;
 - (2) including the employee's position title;
 - (3) including the identification number(s) of each affected award of Federal funds;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with applicable law; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) The Subrecipient shall insert in the space provided below, or include as a separate attachment, a listing of the site(s) for the performance of work done in connection with the specific grant:

Place(s) of Performance (Street address, city, county, State, zip code)

100 Wood Road, Valhalla, New York 10595

Westchester County

Westchester County Health Care Corporation

Contracting Entity's Name

Authorized Signature

Name:

Title:

Date:

SCHEDULE “E”**Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Westchester County Health Care Corporation
Contracting Entity's Name


Authorized Signature

Name:
Title:
Date:

NOTE: If Standard Form-LLL, “Disclosure Form to Report Lobbying,” is required, it can be obtained from Appendix B to 28 C.F.R. Part 69.

November 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: IMA – City of New Rochelle – Prisoner Transportation.

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators November 14, 2022 Agenda.

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 New Rochelle.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for November 14, 2022 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

November 10, 2022

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 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 New Rochelle ("New Rochelle") in order to reimburse New Rochelle an amount not to exceed \$300,000 in 2022 and \$310,000 in 2023 for a total amount not to exceed \$610,000 for the term commencing on January 1, 2022 and terminating on December 31, 2022. This IMA will allow the County to reimburse New Rochelle for the costs it incurs in transporting prisoners who have been arraigned to and from New Rochelle and the Westchester County Jail, located at Valhalla, New York.

Reimbursement to New Rochelle for round trip prisoner transportation will be at the following rates: \$86.50 per hour per police officer and \$51.28 per hour per community service officer in 2022; and \$88.30 per hour per police officer and \$52.30 per hour per community service officer in 2023. Reimbursement for hourly wage and fringe benefit costs will be for a maximum of five hours per officer per trip. New Rochelle will also be reimbursed for vehicle usage at the rate of fifty-eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate, and for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

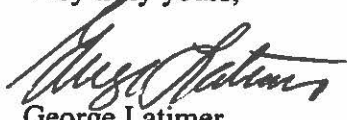
Telephone: (914)995-2900 E-mail: ceo@westchestergov.com



The Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed prisoner transportation does not meet the definition of an "action" and therefore, no further environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe that this agreement with the City of New Rochelle is in the best interests of the County of Westchester, and I therefore, recommend that your Honorable Board approve the annexed legislation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/DI
Att.

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

Upon a communication from the County Executive, your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County must provide meals to such prisoners.

The County Executive has forwarded legislation which would authorize the County to enter into an intermunicipal agreement (“IMA”) with the City of New Rochelle (“New Rochelle”) in order to reimburse New Rochelle an amount not to exceed \$300,000 in 2022 and \$310,000 in 2023 for a total amount not to exceed \$610,000 for the term commencing on January 1, 2022 and terminating on December 31, 2023. This IMA will allow the County to reimburse New Rochelle for the costs it incurs in transporting prisoners who have been arraigned to and from New Rochelle and the Westchester County Jail.

Reimbursement to New Rochelle for hourly wage and fringe benefit costs for round trip prisoner transportation will be at the following rates:

2022	Police Officer	\$86.50 per hour
	Community Service Officer	\$51.28 per hour
2023	Police Officer	\$88.30 per hour
	Community Service Officer	\$52.30 per hour

Reimbursement for hourly wage and fringe benefit costs will be for a maximum of five hours per officer per trip. New Rochelle will also be reimbursed for vehicle usage at the rate of fifty-eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate, and for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Your Committee is advised by the Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed prisoner transportation does not meet the definition of an "action" and therefore, no further environmental review is required. Therefore, your Honorable Board need take no further action on this matter pursuant to SEQRA. Your Committee concurs in this conclusion. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

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 legislation.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

C:DI 8/9/22

FISCAL IMPACT STATEMENT

SUBJECT: City of New Rochelle Prisoner Transport 2022-2023

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☒ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 300,000

Total Current Year Revenue \$ _____

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2023 - \$ 310,000.

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: 

Budget Director

11/4/22

If you need more space, please attach additional sheets.

ACT NO. -2022

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of New Rochelle in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

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 New Rochelle (“New Rochelle”) in order to reimburse the municipality for the cost to transport prisoners round trip between New Rochelle and the Westchester County Jail located at Valhalla, New York, in the amount not to exceed \$300,000 in 2022 and \$310,000 in 2023 for a total amount not to exceed SIX HUNDRED TEN THOUSAND (\$610,000) DOLLARS for the term commencing January 1, 2022 and terminating December 31, 2023.

§2. The County will reimburse New Rochelle for hourly wage and fringe benefit costs for prisoner transportation at the following rates:

2022	Police Officer	\$86.50 per hour
	Community Service Officer	\$51.28 per hour
2023	Police Officer	\$88.30 per hour
	Community Service Officer	\$52.30 per hour

Reimbursement for hourly wage and fringe benefit costs will be for a maximum of five hours per officer per trip. The County will also reimburse New Rochelle for vehicle usage at the rate of fifty-eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate, and for the actual and reasonable costs of meals provided to post-arraignment prisoners.

§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—NEW ROCHELLE

THIS AGREEMENT, made this _____ day of _____, 2022

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 NEW ROCHELLE, a municipality of the State of New York having its office and place of business at 475 North Avenue, New Rochelle, New York 10801

(hereinafter referred to as the “Municipality”)

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to 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 the Westchester County Department of Public Safety, 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 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 Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the hourly wage and fringe benefit costs indicated in Schedule "A" which is attached hereto made a part hereof, up to a maximum of five (5) hours per round trip.

The municipality shall also be reimbursed for vehicle usage at the rate of fifty-eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate, between the City Court of New Rochelle and the Westchester County Jail which is deemed to be fourteen (14) miles each way.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2023. The County, upon thirty (30) days written notice to the Municipality, may terminate this Agreement in whole or in part when it deems it to be in its best interest to do so. 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. **PAYMENT**: 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 Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. 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.

The annual cost of this Agreement in 2022 shall not exceed \$300,000, and in 2023 shall not exceed \$310,000 for a total aggregate cost to the County pursuant to this Agreement which shall not exceed \$610,000 as authorized by Westchester County Board of Legislators by Act No. 2022 - adopted on , 2022. 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.

6. **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 "B" 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.

7. **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 _____, 2022.

THE COUNTY OF WESTCHESTER

THE CITY OF NEW ROCHELLE

By: _____
Joseph Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No. 2022 - adopted on the _____ day of _____, 2022.

Approved by the City Council of the City of New Rochelle on the _____ day of _____, 2022.

Approved as to form and
manner of execution:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
l/dcr/127799/NRPris. Agmt 2022-23

Corporation Counsel
City of New Rochelle

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2022, 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

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,
(Title of such person),

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

(Town Board, Village Board, City Council)

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 this _____ day of _____, 2022, 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

**City of New Rochelle
New York**

SCHEDULE "A"

**REIMBURSEMENT
PRISONER TRANSPORTATION
YEAR 2022 - 2023**

2022	Police Officer	\$86.50 per hour
	Community Service Officer	\$51.28 per hour
2023	Police Officer	\$88.30 per hour
	Community Service Officer	\$52.30 per hour

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.l) 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.

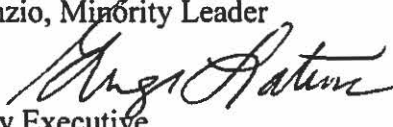
(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(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.

November 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: IMA – City of Yonkers –
Prisoner Transportation.

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators November 14, 2022 Agenda.

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 Yonkers.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for November 14, 2022 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

November 10, 2022

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. 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 Yonkers ("Yonkers") in order to reimburse an amount not to exceed \$552,116 to Yonkers for the term commencing January 1, 2022 and terminating December 31, 2023. This IMA will allow the County to reimburse Yonkers for the costs it incurs in transporting prisoners who have been arraigned to and from Yonkers and the Westchester County Jail located at Valhalla, New York.

Reimbursement to Yonkers in 2022 for round trip prisoner transportation, with a maximum of two hours per round trip, will be at the following rates: \$205.00 per round trip with two detention officers; \$307.50 per round trip with three detention officers and \$410.00 per round trip with four detention officers. In 2023 Yonkers will be reimbursed as follows: \$210.13 per round trip with two detention officers; \$315.19 per round trip with three detention officers and \$420.25 per round trip with four detention officers. Yonkers will also be reimbursed for vehicle usage at the rate of fifty-eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate multiplied by the mileage to and from the Westchester County Jail which is agreed to be 16 miles each way. The County will also reimburse Yonkers for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

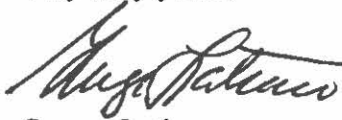
Email: CE@westchestergov.com
Telephone: (914)995-2900

westchestergov.com

The Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed prisoner transportation does not meet the definition of an "action" and therefore, no further environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe that this agreement with the City of Yonkers is in the best interests of the County of Westchester, and I therefore, recommend that your Honorable Board approve the annexed legislation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/DI
Att.

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

Upon a communication from the County Executive, 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. In addition, the County must provide meals to such prisoners.

The County Executive has forwarded legislation, which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Yonkers ("Yonkers") in order to reimburse an amount not to exceed \$276,058 in 2022 and \$276,058 in 2023 for a total aggregate amount not to exceed \$552,116 to Yonkers for the term commencing January 1, 2022 and terminating December 31, 2023. This IMA will allow the County to reimburse Yonkers for the costs it incurs in transporting prisoners who have been arraigned to and from Yonkers and the Westchester County Jail located at Valhalla, New York.

Reimbursement to Yonkers will be for round trip transportation and will be based on the per trip labor costs of detention officers and for vehicle usage, with a maximum of two hours per round trip. Reimbursement to Yonkers for prisoner transportation in 2022 will be at the following rates: \$205.00 per round trip with two detention officers; \$307.50 per round trip with three detention officers and \$410.00 per round trip with four detention officers. In 2023 Yonkers will be reimbursed as follows: \$210.13 per round trip with two detention officers; \$315.19 per round trip with three detention officers and \$420.25 per round trip with four detention officers. Yonkers will also be reimbursed for vehicle usage at the rate of fifty-eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate multiplied by the mileage to and from the Westchester County Jail which is agreed to be 16 miles each way. The

County will also reimburse Yonkers for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Your Committee is advised by the Department of Planning that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act (“SEQRA”) Regulations, the proposed prisoner transportation does not meet the definition of an “action” and no further environmental review is required. Therefore, your Honorable Board need take no further action on this matter pursuant to SEQRA. Your Committee concurs in this conclusion. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that adoption of the annexed Act requires an affirmative vote of a majority of the voting strength of the Board.

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

Dated: _____, 2022

White Plains, New York

COMMITTEE ON

C:DI 7/26/22

FISCAL IMPACT STATEMENT

SUBJECT: City of Yonkers Prisoner Transport 2022-2023

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☒ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 276,058

Total Current Year Revenue \$ _____

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2023 - \$ 276,058

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: 

Budget Director

11/11/22

BJB

If you need more space, please attach additional sheets.

ACT NO. - 2022

AN ACT authorizing the County to enter into an Intermunicipal Agreement with the City of Yonkers in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

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 Yonkers (“Yonkers”) in order to reimburse Yonkers for the cost to transport prisoners round trip between Yonkers City Court and the Westchester County Jail located at Valhalla, New York, in an amount not to exceed \$276,058 in 2022 and \$276,058 in 2023 for a total aggregate amount not to exceed \$552,116 for the term commencing January 1, 2022 and terminating December 31, 2023

§2. The County will reimburse Yonkers for prisoner transportation for the term January 1, 2022 through December 31, 2022 at the following rates: \$205.00 per round trip with two detention officers; \$307.50 per round trip with three detention officers and \$410.00 per round trip with four detention officers. The County will reimburse Yonkers for prisoner transportation for the term January 1, 2023 through December 31, 2023 at the following rates: \$210.13 per round trip with two detention officers; \$315.19 per round trip with three detention officers and \$420.25 per round trip with four detention officers. Each round trip prisoner transport will be for a maximum of two hours. Yonkers will also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is agreed to be sixteen (16) miles each way, at the rate of fifty-eight and one-half cents (\$.585), or at the then current Internal Revenue Service mileage reimbursement rate for the term of the IMA. Yonkers will also be reimbursed for the actual and reasonable costs of meals provided to post-arraignment prisoners.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION—YONKERS

THIS AGREEMENT, made this _____ day of _____, 2022

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, Yonkers, New York 10601

(hereinafter referred to as the “County”)

and

THE CITY OF YONKERS, a municipal corporation of the State of New York, having its office and place of business at City Hall, Yonkers, New York 10701

(hereinafter referred to as the “Municipality”)

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law, prisoners are required to be transported from local municipalities to 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, 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 for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local court within the Municipality. The Municipality, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. REIMBURSEMENT: The Municipality shall be reimbursed by the County for prisoner transportation services at the following rates:

2022 - \$205.00 per round trip with two detention officers; \$307.50 per round trip with three detention officers and \$410.00 per round trip with four detention officers;

2023 - \$210.13 per round trip with two detention officers; \$315.19 per round trip with three detention officers and \$420.25 per round trip with four detention officers.

The municipality shall also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is deemed to be sixteen (16) miles each way, at the rate of fifty-eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate for the term hereof.

3. MEALS: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

3. TERM: This Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2023. The County may, upon thirty (30) days written notice to

the Municipality, 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.

4. PAYMENT: 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 Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. 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.

The total aggregate cost to the County under this Agreement pursuant to Act No. 2022 – approved by the Westchester County Board of Legislators on _____, 2022, shall not exceed \$552,116. 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.

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 and 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 _____, 2022.

THE COUNTY OF WESTCHESTER

THE CITY OF YONKERS

By: _____
Joseph Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No. 2022 -
on the ____ day of _____, 2022.

Approved by the City Council of the City of Yonkers on the ____ day of _____, 2022.

Approved as to form and
manner of execution:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/I/DCR/127680/YONKERS Pris. IMA-2022

Corporation Counsel
City of Yonkers

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2022, 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

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,
(Title of such person),

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

(Town Board, Village Board, City Council)

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 this _____ day of _____, 2022, 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

SCHEDULE "A"

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.

November 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: IMA – City of Peekskill –
Prisoner Transportation.

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators November 14, 2022 Agenda.

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.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for November 14, 2022 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

November 10, 2022

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

Dear Honorable Members of the Board of Legislators:

Pursuant to New York State Correction Law sections 500-c and 500-d, the 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") to reimburse to Peekskill the annual amount of \$210,000 for a total amount not to exceed \$420,000 for the term commencing January 1, 2022 and terminating December 31, 2023. This IMA will allow the County to reimburse Peekskill for the costs it incurs in transporting prisoners who have been arraigned to and from Peekskill and the Westchester County Jail, located at Valhalla, New York.

Reimbursement to Peekskill will be for round trip transportation and will be based on the per hour labor costs of police officers which range from \$54.63 to \$89.90 per hour. Reimbursement for hourly wage and fringe benefit costs will be for a maximum of four hours per officer per trip. Peekskill will also be reimbursed for vehicle usage at the current Internal Revenue Service mileage rate, multiplied by the mileage to and from the Westchester County Jail. The County will also reimburse Peekskill for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

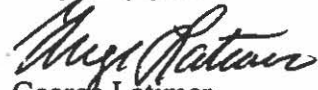
Telephone: (914)995-2900 E-mail: (914) cco@westchestergov.com



The Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed prisoner transportation does not meet the definition of an "action" and therefore, no further environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe that this agreement with the City of Peekskill is in the best interests of the County of Westchester, and I therefore, recommend that your Honorable Board approve the annexed legislation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/DI
Att.

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

Upon a communication from the County Executive, your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County must provide meals to such prisoners.

The County Executive has forwarded legislation which would authorize the County to enter into an intermunicipal agreement (“IMA”) with the City of Peekskill (“Peekskill”) to reimburse to Peekskill the annual amount of \$210,000 for a total amount not to exceed \$420,000 for the term commencing January 1, 2022 and terminating December 31, 2023. This IMA will allow the County to reimburse Peekskill for the costs it incurs in transporting prisoners who have been arraigned to and from Peekskill and the Westchester County Jail, located at Valhalla, New York.

Reimbursement to Peekskill will be for round trip transportation and will be based on the per hour labor costs of police officers which range from \$54.63 to \$89.90 per hour. Reimbursement for hourly wage and fringe benefit costs will be for a maximum of four hours per officer per trip. Peekskill will also be reimbursed for vehicle usage at the current Internal Revenue Service mileage rate, multiplied by the mileage to and from the Westchester County Jail. The County will also reimburse Peekskill for the actual and reasonable cost of meals provided to post-arraignment prisoners.

The Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act (“SEQRA”) Regulations, the proposed prisoner transportation does not meet the definition of an “action” and therefore, no further environmental review is required. Therefore, your Honorable Board need take no further action on this matter pursuant to SEQRA. Your Committee concurs in this conclusion. Please refer to the

memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

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

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

Dated: _____, 2022

White Plains, New York

COMMITTEE ON

C:DI 8/8/22

FISCAL IMPACT STATEMENT

SUBJECT: City of Peekskill Prisoner Transport 2022-2023

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☒ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 237,891

Total Current Year Revenue \$ _____

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2023 - \$ 237,891

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By:  OSB

Budget Director

11/4/22

If you need more space, please attach additional sheets.

ACT NO. - 2022

AN ACT authorizing the County to enter into an Intermunicipal Agreement with the City of Peekskill in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

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 Peekskill (“Peekskill”) in order to reimburse the municipality for the cost to transport prisoners round trip between Peekskill and the Westchester County Jail located at Valhalla, New York, at an annual cost not to exceed TWO HUNDRED TEN THOUSAND (\$210,000) DOLLARS for a total amount not to exceed FOUR HUNDRED TWENTY THOUSAND (\$420,000) DOLLARS, for the term January 1, 2022 through December 31, 2023.

§2. The County will reimburse Peekskill for the actual and reasonable costs for round trip prisoner transportation as follows:

Personnel: Reimbursement for personnel costs shall be calculated by multiplying the hourly wage that Peekskill reimburses its Police Officers, as indicated on Schedule “A” attached hereto and made a part hereof, by the number of hours, that such personnel are actually engaged in prisoner transportation duties up to a maximum of four (4) hours per round trip.

Mileage: Reimbursement for vehicle usage shall be at the current Internal Revenue Service mileage rate, between the City Court of Peekskill and the Westchester County Jail, which is agreed to be twenty (20) miles each way.

Meals: Reimbursement will be made for the actual and reasonable costs of meals provided to post-arraignment prisoners.

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

§4. This Act shall take effect immediately.

SCHEDULE "A"

PEEKSKILL REIMBURSEMENT

HOURLY RATE
(WAGES without FRINGE)

2022:

POLICE OFFICER I	\$54.63 per hour
POLICE OFFICER II	\$88.14 per hour

2023:

POLICE OFFICER I	\$55.72 per hour
POLICE OFFICER II	\$89.90 per hour

PRISONER TRANSPORTATION--PEEKSKILL

THIS AGREEMENT, made this _____ day of _____, 2022

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")

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, 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 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 Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the hourly wage indicated in Schedule "A" which is attached hereto made a part hereof and up to a maximum of four (4) hours per round trip.

The municipality shall also be reimbursed for vehicle usage at the current Internal Revenue Service mileage rate, between the City Court of Peekskill and the Westchester County Jail which is deemed to be twenty (20) miles each way.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2023. The County may, upon thirty (30) days written notice to the Municipality, 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. **PAYMENT**: 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 Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of

Correction. 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.

The total aggregate cost to the County under this Agreement pursuant to Act No. 2022 - adopted by the Westchester County Board of Legislators on _____, 2022, shall not exceed \$420,000. 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.

6. **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 "B" 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.

7. **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, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2022.

THE COUNTY OF WESTCHESTER

THE CITY OF PEEKSKILL

By: _____
Joseph Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act Number 2022 - on the _____ day of _____, 2022.

Approved by the City Council of the City of Peekskill on the _____ day of _____, 2022.

Approved as to form and
manner of execution:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/I/DCR/Peekskill IMA 2022-3

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2022, 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

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 _____, 2022, 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

SCHEDULE "A"

PEEKSKILL REIMBURSEMENT

HOURLY RATE
(WAGES without FRINGE)

2022:

POLICE OFFICER I \$54.63 per hour

POLICE OFFICER II \$88.14 per hour

2023:

POLICE OFFICER I \$55.72 per hour

POLICE OFFICER II \$89.90 per hour

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, 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 County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. 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 and adjusted with the County.

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 any operations under the Agreement, 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 County of Westchester.

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 "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) 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: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's 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) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (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 of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected 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 of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (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.

November 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: IMA – City of Mount
Vernon – Prisoner Transportation.

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators November 14, 2022 Agenda.

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 Mount Vernon.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for November 14, 2022 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

November 4, 2022

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

Dear Honorable Members of the Board of Legislators:

Pursuant to New York State Correction Law sections 500-c and 500-d, the 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 Mount Vernon ("Mount Vernon") in order to reimburse Mount Vernon the not to exceed amount of \$283,971 in 2021 and \$289,650 in 2022 for a total aggregate amount not to exceed \$573,621 for the term retroactive to January 1, 2021 and extending through December 31, 2022. This IMA will allow the County to reimburse Mount Vernon for the costs it incurs in transporting prisoners between Mount Vernon and the Westchester County Jail.

Reimbursement to Mount Vernon for round trip prisoner transportation in 2021 will be at the following rates: \$221.00 per round trip with two police officers; \$330.00 per round trip with three police officers. In 2022 Mount Vernon will be reimbursed as follows: \$225.00 per round trip with two police officers; \$337.00 per round trip with three police officers. Mount Vernon will also be reimbursed for vehicle usage at the rate of fifty-eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate multiplied by the mileage to and from the Westchester County Jail which is agreed to be 16 miles each way. The County will also reimburse Mount Vernon for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

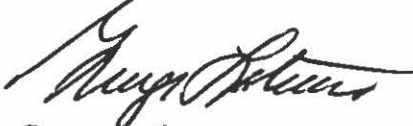
Telephone: (914)993-2900 E-mail: (914) ceo@westchestergov.com



The Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed prisoner transportation does not meet the definition of an "action" and therefore, no further environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe that this agreement with the City of Mount Vernon is in the best interests of the County of Westchester, and I therefore, recommend that your Honorable Board approve the annexed legislation.

Very truly yours,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/DI
Att.

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

Upon a communication from the County Executive, your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County must provide meals to such prisoners.

The County Executive has forwarded legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Mount Vernon ("Mount Vernon") in order to reimburse not to exceed amount of \$283,971 in 2021 and \$289,650 in 2022 for a total aggregate amount not to exceed \$573,621 for the term commencing retroactive to January 1, 2021 and extending through December 31, 2022. This IMA will allow the County to reimburse Mount Vernon for the costs it incurs in transporting prisoners between Mount Vernon and the Westchester County Jail.

Reimbursement to Mount Vernon will be for round trip transportation and will be based on the per trip labor costs of police officers and for vehicle usage.

Reimbursement to Mount Vernon for prisoner transportation in 2021 will be at the following rates: \$221.00 per round trip with two police officers; \$330.00 per round trip with three police officers. In 2022 Mount Vernon will be reimbursed as follows: \$225.00 per round trip with two police officers; \$337.00 per round trip with three police officers. Mount Vernon will also be reimbursed for vehicle usage at the rate of fifty-

eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate multiplied by the mileage between the City Court of Mount Vernon and the Westchester County Jail which is agreed to be 16 miles each way. The County will also reimburse Mount Vernon for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Your Committee has also been advised by the Department of Planning that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed prisoner transportation does not meet the definition of an "action" and no further environmental review is required. Therefore, no further action by your Honorable Board pursuant to the Environmental Conservation Law is required. Your Committee concurs with this conclusion. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

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

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

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

C/DI 5/6/22

FISCAL IMPACT STATEMENT

SUBJECT: City of Mount Vernon Prisoner Transport 2021-2022

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☒ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 289,650

Total Current Year Revenue \$ _____

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe:

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: _____

Budget Director

11/10/02

If you need more space, please attach additional sheets.

ACT NO. - 2022

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Mount Vernon in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

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 Mount Vernon (“Mount Vernon”) in order to reimburse Mount Vernon for the cost to transport prisoners round trip between Mount Vernon City Court and the Westchester County Jail located at Valhalla, New York, in the not to exceed amount of \$283,971 in 2021 and \$289,650 in 2022 for a total aggregate amount not to exceed \$573,621 for the term retroactive to January 1, 2021 and extending through December 31, 2022.

§2. The County will reimburse Mount Vernon for prisoner transportation for the term January 1, 2021 through December 31, 2021 at the following rates: \$221.00 per round trip with two police officers; \$330.00 per round trip with three police officers. The County will reimburse Mount Vernon for prisoner transportation for the term January 1, 2022 through December 31, 2022 at the following rates: \$225.00 per round trip with two police officers; \$337.00 per round trip with three police officers. Mount Vernon will also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is agreed to be sixteen (16) miles each way, at the rate of fifty-eight and one-half cents (\$.585), or at the then current Internal Revenue Service mileage reimbursement rate for the term of the IMA. Mount Vernon

will also be reimbursed for the actual and reasonable costs of meals provided to post-arraignment prisoners.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION—MOUNT VERNON

THIS AGREEMENT, made this _____ day of _____, 2022

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 MOUNT VERNON, a municipality of the State of New York having its office and place of business at City Hall, Roosevelt Square, Mount Vernon, New York 10550

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to 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 the Westchester County Department of Public Safety, 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 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 Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the following rates:

2021 - \$221.00 per round trip with two police officers; \$330.00 per round trip with three police officers.

2022 - \$225.00 per round trip with two police officers; \$337.00 per round trip with three police officers

The municipality shall also be reimbursed for vehicle usage between the City Court of Mount Vernon and the Westchester County Jail, which is deemed to be sixteen (16) miles each way, at the rate of fifty-eight and one-half cents (\$.585) per mile, or at the then current Internal Revenue Service mileage reimbursement rate for the term hereof.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2022. The County may, upon thirty (30) days written notice to the Municipality, 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. **PAYMENT**: 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 Correction. The number of round trips made, prisoners

transported and dates should be listed on the claim forms submitted to the Department of Correction. 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.

The total aggregate cost to the County under this Agreement, shall not exceed \$283,971 in 2021 and \$289,650 in 2022 for a total aggregate amount not to exceed \$573,621. 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.

6. **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.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior 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.

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

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

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

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2022.

THE COUNTY OF WESTCHESTER

THE CITY OF MOUNT VERNON

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
Mayor

Approved by the Westchester County Board of Legislators by Act No. 2022 -
on the _____ day of _____, 2022.

Approved by the City Council of the City of Mount Vernon on the _____ day of
_____, 20__.

Approved as to form and
manner of execution:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/I/DCR/126925/Mt. Vernon. 2022 Agmt.

Corporation Counsel

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2022, 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

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,
(Title of such person),

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

(Town Board, Village Board, City Council)

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 this _____ day of _____, 2022, 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

SCHEDULE "A"

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.

November 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **IMA – Town of Greenburgh – Prisoner Transportation.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators November 14, 2022 Agenda.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement (“IMA”) with the Town of Greenburgh.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for November 14, 2022 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

November 4, 2022

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

Dear Honorable Members of the Board of Legislators:

Pursuant to New York State Correction Law sections 500-c and 500-d, the 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 Town of Greenburgh ("Greenburgh") for the term commencing January 1, 2022 and terminating December 31, 2023 in order to reimburse to Greenburgh an amount not to exceed \$101,264 in 2022 and an amount not to exceed \$103,289 in 2023 for a total not to exceed amount of \$204,553. This IMA will allow the County to reimburse Greenburgh for the costs it incurs in transporting prisoners who have been arraigned to and from Greenburgh and the Westchester County Jail, located at Valhalla, New York.

Reimbursement to Greenburgh for round trip prisoner transportation in 2022 will be at the following rates: \$275.26 per round trip for eight (8) or fewer prisoners; \$413.49 per round trip for more than eight (8) prisoners; or \$118.14 per hour per police officer where the round trip exceeds two (2) hours in duration. In 2023 Greenburgh will be reimbursed as follows: \$282.28 per round trip for eight (8) or fewer prisoners; \$424.04 per round trip for more than eight (8) prisoners; or \$121.15 per hour per police officer where the round trip exceeds two (2) hours in duration. The County will also reimburse Greenburgh for the actual and reasonable cost of meals provided to post-arraignment prisoners.

The Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed prisoner transportation does not meet the definition of an "action" and therefore, no

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

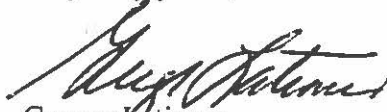
Telephone: (914) 995-2900 E-mail: (914) ceo@westchestergov.com



further environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe that this agreement with the Town of Greenburgh is in the best interests of the County of Westchester, and I therefore, recommend that your Honorable Board approve the annexed legislation.

Very truly yours,

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

George Latimer
County Executive

GL/DI

Att.

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

Upon a communication from the County Executive, your Committee has been advised that pursuant to sections 500-c and 500-d of the New York State Correction Law, the County is required at its own expense to transport prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County must provide meals to such prisoners.

The County Executive has forwarded legislation which would authorize the County to enter into an intermunicipal agreement (“IMA”) with the Town of Greenburgh (“Greenburgh”) in order to reimburse to Greenburgh the annual amount of \$101,264 in 2022 and \$103,289 in 2023 for a total not to exceed amount of \$204,553, for the term commencing January 1, 2022 and terminating December 31, 2023. This IMA will allow the County to reimburse Greenburgh for the costs it incurs in transporting prisoners who have been arraigned to and from Greenburgh and the Westchester County Jail.

Reimbursement to Greenburgh for round trip prisoner transportation in 2022 will be at the following rates: \$275.26 per round trip for eight (8) or fewer prisoners; \$413.49 per round trip for more than eight (8) prisoners; or \$118.14 per hour per police officer where the round trip exceeds two (2) hours in duration. In 2023 Greenburgh will be reimbursed as follows: \$282.28 per round trip for eight (8) or fewer prisoners; \$424.04 per round trip for more than eight (8) prisoners; or \$121.15 per hour per police officer where the round trip exceeds two (2) hours in duration. The County will also reimburse Greenburgh for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Your Committee is advised by the Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act (“SEQRA”) Regulations, the proposed prisoner transportation does not meet the definition of an “action” and therefore, no further environmental review is required.

Therefore, your Honorable Board need take no further action on this matter pursuant to SEQRA. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed act.

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

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

C:DI 5/11/22

FISCAL IMPACT STATEMENT

SUBJECT: Town of Greenburg Prisoner Transport 2022-2023

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☒ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 101,264

Total Current Year Revenue \$ _____

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2023- \$ 103,289

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: William Fallon

Title: Director Of Administrative Services

Department: Correction

Reviewed By: _____

Budget Director

If you need more space, please attach additional sheets.

ACT NO. - 2022

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the Town of Greenburgh in order to provide reimbursement for prisoner transportation to the Westchester County Jail.

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 Town of Greenburgh (“Greenburgh”) in order to reimburse the municipality for the cost to transport prisoners round trip between Greenburgh and the Westchester County Jail located at Valhalla, New York, an amount not to exceed \$101,264 in 2022 and an amount not to exceed \$103,289 in 2023 for a total not to exceed amount of \$204,553 for the term commencing January 1, 2022 and terminating December 31, 2023.

§2. The County will reimburse Greenburgh for prisoner transportation for the term January 1, 2022 through December 31, 2022 at the following rates: \$275.26 per round trip for eight (8) or fewer prisoners; \$413.49 per round trip for more than eight (8) prisoners; or \$118.14 per hour per police officer where the round trip exceeds two (2) hours in duration. For the term January 1, 2023 through December 31, 2023 Greenburgh will be reimbursed at the following rates: \$282.28 per round trip for eight (8) or fewer prisoners; \$424.04 per round trip for more than eight (8) prisoners; or \$121.15 per hour per police officer where the round trip exceeds two (2) hours in duration. The County will also reimburse Greenburgh for the actual and reasonable costs of meals provided to post-arraignment prisoners.

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

§4. This Act shall take effect immediately.

PRISONER TRANSPORTATION--GREENBURGH

THIS AGREEMENT, made this _____ day of _____, 2022

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 TOWN OF GREENBURGH, a municipal corporation of the State of New York having its office and place of business at 177 Hillside Avenue, Greenburgh, New York 10607

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to 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 the Westchester County Department of Public Safety, 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 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 Department of Correction.

2. **REIMBURSEMENT**: Annual reimbursement to the Municipality for prisoner transportation services in 2022 shall not exceed ONE HUNDRED ONE THOUSAND TWO HUNDRED SIXTY-FOUR (\$101,264) DOLLARS and in 2023 shall not exceed ONE HUNDRED THREE THOUSAND TWO HUNDRED EIGHTY-NINE (\$103,289) DOLLARS, for a total contract amount for the two-year term of TWO HUNDRED FOUR THOUSAND FIVE HUNDRED FIFTY-THREE (\$204,553) DOLLARS. The Municipality shall be reimbursed by the County at the following flat rates, which include personnel and mileage expenses:

2022

\$275.26 per round trip - eight (8) or fewer prisoners

\$413.49 per round trip – more than eight (8) prisoners; or
when inordinate delays in the processing of prisoners by Department of Correction results in a round trip exceeding two (2) hours in duration, then reimbursement shall be at the rate of \$118.14 per hour per police officer.

2023

\$282.28 per round trip - eight (8) or fewer prisoners

\$424.04 per round trip – more than eight (8) prisoners; or
when inordinate delays in the processing of prisoners by Department of Correction results in a round trip exceeding two (2) hours in duration, then reimbursement shall be at the rate of \$121.15 per hour per police officer.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2023. The County may, upon thirty (30) days written notice to the Municipality, 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. **PAYMENT**: 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 Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. 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.

The total aggregate cost to the County under this Agreement pursuant to Act No. 2022 - adopted by the Westchester County Board of Legislators on , 2022, shall not exceed \$204,553. 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.

6. **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.

7. **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.

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

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

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2022.

THE COUNTY OF WESTCHESTER

THE TOWN OF GREENBURGH

By: _____
Joseph Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act Number 2022 -
on the _____ day of _____, 2022.

Approved by the Town Board of the Town of Greenburgh
on the _____ day of _____, 2022.

Approved as to form and
manner of execution:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/I/DCR/Greenburgh/MA-2022

Town Attorney
Town of Greenburgh

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2022, 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

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the _____
(Title)

(Name of Municipality)

160

SCHEDULE "A"

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.l) 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.

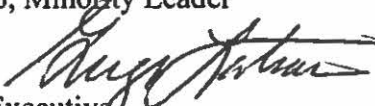
(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(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.

November 14, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Amend IMA – Hendrick Hudson School District – School Resource Officer.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators November 14, 2022 Agenda.

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety Services ("Department"), to amend an intermunicipal agreement ("IMA") with the Hendrick Hudson School District ("District"), whereby the County agreed to assign one (1) regularly employed uniformed police officer to act as a School Resource Officer ("SRO").

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for November 14, 2022 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

November 7, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety Services ("Department"), to amend an intermunicipal agreement ("IMA") with the Hendrick Hudson School District ("District"), whereby the County agreed to assign one (1) regularly employed uniformed police officer to act as a School Resource Officer ("SRO") at the District's Hendrick Hudson High School (hereinafter the "School"), for a five (5) year term commencing upon the opening day of school in September, 2018 and continuing through the last day of school in June, 2023 (the "IMA Term"), by assigning one (1) additional SRO to the District's Blue Mountain Middle School and Furnace Woods Elementary School beginning in September, 2022 and for the remainder of the IMA Term.

By Act No. 2018-144, your Honorable Board authorized the County, through the Department, to enter into an IMA with the District pursuant to which the County would assign one (1) regularly employed uniformed police officer to act as an SRO for the District at the School for the IMA Term. Act No. 2018-144 further authorized the SRO assigned to the School to provide services eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September through the last day of school in June (the "School Term") in accordance with the District's annual school calendar, for each year of the IMA Term. In consideration for services rendered, the District agreed to pay the County as follows:

- (i) For the 2018/2019 School Term, a total amount of One Hundred Forty-Five Thousand Four Hundred Twenty-Eight (\$145,428.00) Dollars, payable in two installments of \$72,714.00 each.
- (ii) For the 2019/2020 School Term, a total amount of One Hundred Forty-Nine Thousand Four Hundred Twenty-Seven (\$149,427.00) Dollars, payable in two installments of \$74,713.50 each.
- (iii) For the 2020/2021 School Term, a total amount of One Hundred Fifty-Three Thousand Five Hundred Thirty-Six (\$153,536.00) Dollars, payable in two installments of \$76,768.00 each.
- (iv) For the 2021/2022 School Term, a total amount of One Hundred Fifty-Seven Thousand Seven Hundred Fifty-Eight (\$157,758.00) Dollars, payable in two installments of \$78,879.00 each.
- (v) For the 2022/2023 School Term, a total amount of One Hundred Sixty-Two Thousand Ninety-Seven (\$162,097.00) Dollars, payable in two installments of \$81,048.50 each.

Due to rising public safety concerns, the District has requested and the Department has agreed to add one (1) additional SRO to be assigned to the District's Blue Mountain Middle School and Furnace Woods Elementary School during the School Term beginning in September, 2022 and for the remainder of the IMA Term. In consideration for services to be rendered by the original SRO as well as the one (1) new SRO for the remainder of the IMA Term, the District has agreed to pay the County as follows:

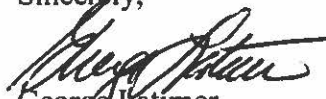
For the 2022/2023 School Term, an additional sum of \$162,096.50, thereby increasing the total amount payable by the District to the County from \$162,097.00 to \$324,193.50, payable in two equal installments of \$162,096.75 each.

Except as specifically amended hereby, all remaining terms and conditions of the IMA shall remain in full force and effect.

The Planning Department has advised that based on its review, the proposed amendment to the IMA does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe the proposed amendment to the IMA with the District is in the best interests of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,


George Latimer
County Executive

GL/TR/jpg
Attachments

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (“County”) acting by and through its Department of Public Safety Services (“Department”), to amend an intermunicipal agreement (“IMA”) with the Hendrick Hudson School District (“District”) whereby the County agreed to assign one (1) regularly employed uniformed police officer to act as the School Resource Officer (“SRO”) at the District’s Hendrick Hudson High School (hereinafter the “School”) for a five (5) year term commencing upon the opening day of school in September, 2018 and continuing through the last day of school in June, 2023 (the “IMA Term”), by assigning one (1) additional SRO to the District’s Blue Mountain Middle School and Furnace Woods Elementary School beginning in September, 2022 for the remainder of the IMA Term.

Your Committee is advised that by Act No. 2018-144, your Honorable Board authorized the County, through the Department, to enter into an IMA with the District pursuant to which the County would assign one (1) regularly employed uniformed police officer to act as the SRO for the District at the School for the IMA Term. Act No. 2018-144 further authorized the SRO assigned to the School to provide services eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September through the last day of school in June (the “School Term”) in accordance with the District’s annual school calendar, for each year of the IMA Term. In consideration for services rendered, the District agreed to pay the County as follows:

- (i) For the 2018/2019 School Term, a total amount of One Hundred Forty-Five Thousand Four Hundred Twenty-Eight (\$145,428.00) Dollars, payable in two installments of \$72,714.00 each.
- (ii) For the 2019/2020 School Term, a total amount of One Hundred Forty-Nine Thousand Four Hundred Twenty-Seven (\$149,427.00) Dollars, payable in two installments of \$74,713.50 each.
- (iii) For the 2020/2021 School Term, a total amount of One Hundred Fifty-Three Thousand Five Hundred Thirty-Six (\$153,536.00) Dollars, payable in two installments of \$76,768.00 each.
- (iv) For the 2021/2022 School Term, a total amount of One Hundred Fifty-Seven Thousand Seven Hundred Fifty-Eight (\$157,758.00) Dollars, payable in two installments of \$78,879.00 each.
- (v) For the 2022/2023 School Term, a total amount of One Hundred Sixty-Two Thousand Ninety-Seven (\$162,097.00) Dollars, payable in two installments of \$81,048.50 each.

Your Committee is advised that due to rising public safety concerns, the District has requested and the Department has agreed to add one (1) additional SRO to be assigned to the District's Blue Mountain Middle School and Furnace Woods Elementary School during the School Term beginning in September, 2022 and for the remainder of the IMA Term. In consideration for services to be rendered by the original SRO as well as the one (1) new SRO for the remainder of the IMA Term, the District has agreed to pay the County as follows:

For the 2022/2023 School Term, an additional sum of \$162,096.50, thereby increasing the total amount payable by the District to the County from \$162,097.00 to \$324,193.50, payable in two equal installments of \$162,096.75 each.

Except as specifically amended hereby, all remaining terms and conditions of the IMA shall remain in full force and effect.

The Planning Department has advised that based on its review, the proposed amendment to the IMA does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board.

Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed Act.

Dated: _____, 2022

White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - Hendrick Hur ☒ 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 \$ 162,097

Total Current Year Revenue \$ 162,097

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 38-2000-1010/9230. Amended to assign one additional uniformed police officer to ac
Resource Officers for the District

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: \$0

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

Current Year: \$0

Next Four Years: _____

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: October 20, 2022

Reviewed By: 

Budget Director

Date: 11/8/22

An ACT authorizing the County of Westchester to amend an intermunicipal agreement with the Hendrick Hudson School District whereby the County agreed to assign one (1) regularly employed uniformed police officer to act as the School Resource Officer for the District for a five (5) year term commencing in September, 2018, by assigning one (1) additional School Resource Officer to the District beginning in September, 2022 and for the remainder of the IMA term.

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

Section 1. The County of Westchester ("County"), acting by and through its Department of Public Safety Services ("Department"), is hereby authorized to amend an intermunicipal agreement ("IMA") with the Hendrick Hudson School District ("District") whereby the County agreed to assign one (1) regularly employed uniformed police officer to act as the School Resource Officer ("SRO") for the District at the District's Hendrick Hudson High School for a term commencing on the first day of school in September, 2018 and continuing through the last day of school in June, 2023 (the "IMA Term") at agreed upon annual rates, by assigning one (1) additional SRO to the District beginning in September, 2022 and for balance of the IMA Term, thereby increasing the total number of SROs for this period from one (1) to two (2).

§2. Beginning in September, 2022 and for balance of the IMA Term, one (1) SRO shall continue to be assigned to the District's Hendrick Hudson High School and one (1) SRO shall be assigned to the District's Blue Mountain Middle School and Furnace Woods Elementary School.

§3. Both SROs shall provide services eight (8) hours per day on the days that school is in session for the period commencing upon the opening day of school in September through the last day of school in June (the "School Term") in accordance with the District's annual school calendar, for the remaining year of the IMA Term.

§4. In consideration for services to be rendered by the original SRO as well as the one (1) new SRO, the District has agreed to pay the County as follows:

For the 2022/2023 School Term, an additional sum of \$162,096.50, thereby increasing the total amount payable by the District to the County from \$162,097.00 to \$324,193.50, payable in two equal installments of \$162,096.75 each.

§5. Except as otherwise specifically amended hereby, all remaining terms and conditions set forth in the IMA shall remain in full force and effect upon the parties.

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

§7. This Act shall take effect immediately.

THIS AMENDMENT made this ____ day of _____, 2022 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 Westchester County Department of Public Safety Services (hereinafter referred to as the “Department”)

and

HENDRICK HUDSON SCHOOL DISTRICT, having an office and place of business at 61 Trolley Road, Montrose, New York 10548 (hereinafter referred to as the “District”)

WHEREAS, pursuant to New York State Education Law Section 2801-a, a school district is required to develop a comprehensive school safety plan and as part of such a plan include prevention and intervention strategies such as entering into collaborative arrangements with state and local law enforcement officers designed to ensure school safety officers and other security personnel are trained to, among other things, de-escalate potentially violent situations; and

WHEREAS, on or about September 26, 2018, the County and the District entered into an intermunicipal agreement (the “IMA”) pursuant to which the County, through the Department, agreed to provide the services of one (1) regularly employed uniformed County Police Officer to act as the School Resource Officer (“SRO”) for the District at the District’s Hendrick Hudson High School for a five (5) year term commencing upon the opening of school in September, 2018 and continuing through the last day of school in June, 2023 (the “IMA Term”); and

WHEREAS, the parties now desire to amend the IMA in order to add one (1) additional SRO to the District beginning in September, 2022 for the balance of the IMA Term.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the IMA is hereby amended as follows:

1. Beginning in September, 2022 and for the remainder of the IMA Term (the “Balance of the IMA Term”), the County agrees to assign one (1) additional SRO to the District, thereby increasing the total number of SROs during this period from one (1) to two (2) (the “Additional Services”).
2. During the Balance of the IMA Term, one (1) SRO shall continue to be assigned to the District’s Hendrick Hudson High School and one (1) SRO shall be assigned to both the District’s Blue Mountain Middle School and Furnace Woods Elementary School.
3. The Additional Services shall be performed by the County beginning on the opening day of school in September through the last day of school in June (the “School Term”) in accordance with the District’s annual school calendar, for the Balance of the IMA Term.

4. In consideration for the Additional Services to be rendered by the County to the District during the Balance of the IMA Term, the District agrees to pay the County as follows:

For the 2022/2023 School Term, an additional sum of \$162,096.50, thereby increasing the total amount payable by the District to the County from \$162,097.00 to \$324,193.50, payable in two equal installments of \$162,096.75 each.

5. Except as otherwise specifically amended hereby, all remaining terms and conditions set forth in the IMA shall remain in full force and effect upon the parties.

6. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Acting Commissioner – Sheriff
Department of Public Safety

HENDRICK HUDSON SCHOOL DISTRICT

By _____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No _____ - 2022 at a meeting duly held on the _____ day of _____, 2022

Approved by the Hendrick Hudson Central School District Board of Education at a meeting duly held on the _____ day of _____, 2022

Approved:

Sr. Assistant County Attorney
County of Westchester

Date

S:\G\DPS\HENDRICK HUDSON SRO Amendment 10-24-22.doc

DISTRICT'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this ____ day of _____, 2022, 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/she, the said _____ resides at
_____ and that he/she is the _____ of said
municipal corporation.

Notary Public

Westchester County

CERTIFICATE OF AUTHORITY

(District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of District)

(the "District") 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 _____ who signed said
(Person executing agreement)

agreement on behalf of the District was, at the time of execution _____ of
(Title of such person),

the District, that said agreement was duly signed for on behalf of said District by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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 _____, 2022, 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/she is the _____ of said municipal corporation.

(Title)

Notary Public

County



George Latimer
County Executive

December 2, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is legislation, which if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety Services ("Department"), to enter into an intermunicipal agreement ("IMA" or "Agreement") with the Katonah-Lewisboro School District (the "District"), pursuant to which the County will assign one (1) uniformed police officer to act as a School Resource Officer (the "SRO") at the schools and shared campus of the District as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and upon request to (3) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the "School" or collectively, the "Schools"). The proposed IMA will be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the "IMA Term").

I have been advised that the SRO's duties will consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SRO will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participate and provide guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

I have been further advised that the SRO assigned to the Schools will provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September (except for the first year of the IMA Term when services will commence on October 31, 2022) through the last day of school in June of each year of the IMA Term (each, a "School Term"), in accordance with the District's annual school calendar for each School Term, subject to the following parameters:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as an SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.
- (f) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars, payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars,

- payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
- (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
- (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2) equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
- (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

While this is the first school resource officer agreement that the District has requested, your Honorable Board has previously authorized the County to enter into similar agreements with other school districts, on similar terms and conditions for services rendered.

The Department of Planning has advised that the proposed IMA 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 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe this proposed IMA is in the best interests of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,

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

George Latimer
County Executive

GL/TR/mb
Attachments

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), to enter into an intermunicipal agreement (“IMA” or “Agreement”) with the Katonah-Lewisboro School District (“District”), pursuant to which the County will assign one (1) uniformed police officer to act as the School Resource Officer (“SRO”) at the schools and shared campus of the District, as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and 3.) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the “IMA Term”).

Your Committee has been advised that the SRO’s duties will consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SRO will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participating and providing guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, supporting arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department’s policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student’s parent/guardian has been contacted and been provided an opportunity to be present.

Your Committee has been further advised that the SRO assigned to the Schools will provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September (except for the first year of the IMA Term when services will commence on October 31, 2022) through the last day of school in June of each year of the IMA Term (each, a "School Term"), in accordance with the District's annual school calendar for each School Term, subject to the following parameters:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as an SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.
- (f) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars,

- payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars, payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
 - (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
 - (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2) equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
 - (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

Your Committee is advised that the District will not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

Your Committee is advised that while this is the first school resource officer agreement requested by the District, your Honorable Board has previously authorized the County to enter into similar agreements with other school districts, on similar terms and conditions for services rendered.

The Department of Planning has advised that the proposed IMA 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 14, 2022, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed Act.

Dated: _____, 2022

White Plains, New York

COMMITTEE ON

K:MB.10.2022

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - Katonah-Lew ☒ 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 \$ 125,596

Total Current Year Revenue \$ 125,596

Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations
☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 38-2000-1010/9230. Assign one uniformed police officer to act as School Resource Officers for the District.

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: \$0 _____

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

Current Year: \$0 _____

Next Four Years: 2023 Expenses \$160,920 and Revenue \$160,920

2024 Expenses \$164,943 and Revenue \$164,943

2025 Expenses \$169,067 and Revenue \$169,067

2026 Expenses \$173,293 and Revenue \$173,293

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: October 20, 2022

Reviewed By: 

Budget Director

Date: 12/2/22

ACT NO. 2022 -

An ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Katonah-Lewisboro School District whereby the County will assign one (1) uniformed police officer to act as a School Resource Officer for the District at the John Jay High School, the John Jay Middle School, and upon request, at the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School.

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

Section 1. The County of Westchester (the “County”), acting by and through its Department of Public Safety Services (“Department”), is hereby authorized to enter into an inter-municipal agreement (“IMA” or “Agreement”) with the Katonah-Lewisboro School District (“District”), pursuant to which the County will assign one (1) uniformed police officer to act as the School Resource Officer (the “SRO”) at the schools and shared campus of the District, as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and upon request, to 3.) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the “IMA Term”).

§2. The SRO’s duties shall consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SRO will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participating and providing guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for

at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

§3. The SRO assigned to the Schools shall provide services on a full time basis eight (8) hours per day on the days that the School is in session for the period commencing upon the opening of school in September (except for the first year of the IMA when services will commence on October 31, 2022) through the last day of school in June of each year of the IMA Term (each, a "School Term"), subject to the following parameters:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as an SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.

- (f) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

§4. In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars, payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars, payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
- (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
- (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2) equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
- (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

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

§6. This Act shall take effect immediately.

THIS AGREEMENT ("Agreement"), made this day of , 2022, 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

KATONAH LEWISBORO SCHOOL DISTRICT having an office and place of business at 60 North Salem Road, Cross River, New York 10518 (hereinafter referred to as the "District")

WITNESSETH:

WHEREAS, pursuant to New York State Education Law Section 2801-a, a school district is required to develop a comprehensive district-wide school safety plan, and, as part of such a plan, to include prevention and intervention strategies such as entering into collaborative arrangements with state and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained in order to, among other things, de-escalate potentially violent situations; and

WHEREAS, the District desires to obtain the services of one (1) uniformed County Police Officer to act as School Resource Officer (the "SRO") for certain District's schools; and

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety Services ("Department"), is willing to provide such services for the compensation and on the terms herein provided.

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

Section 1. The County shall assign one (1) regularly employed uniformed County Police Officer, to act as a SRO at the schools and shared campus of the District, as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and upon request, to 3.) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the "School" or collectively, the "Schools").

Generally, SROs serve a fundamental role with integrated and layered school safety plans, emergency management (prevention, preparedness, response and recovery), and specialized community policing. SROs are specially trained, school-based police officers. SROs successfully complete basic SRO, youth officer, and instructor development training. Officers are also provided with a variety of advanced training opportunities to hone their skills and abilities as SRO's including advanced SRO and Youth Officer training, active shooter response, active shooter / hostile event, rescue task force, stop the bleed, incident management, behavioral threat assessment, crisis intervention, procedural justice, implicit bias, autism awareness and adaptive training for

special needs students.

The functions of the SRO will be to work collaboratively with the District's administration, teachers and counselors to assist in maintaining a safe and supportive learning environment. The responsibilities of the SRO will include, but shall not be limited to:

- providing valuable resources to school staff members,
- fostering positive relationships with youth,
- helping develop strategies to resolve problems affecting youth,
- protecting all students so that they can reach their fullest potentials,
- potential threat and behavioral issue monitoring and information sharing with school officials,
- participating and providing guidance with school behavioral triage and threat assessment teams,
- assisting with school emergency management planning and multi-agency drill coordination,
- providing school and campus safety and security patrols,
- crisis intervention and response,
- counseling, mentoring and after hour wellness checks for at risk youth,
- participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects,
- supporting arrival and dismissal safety and traffic management, and
- investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department).

In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

Under New York State law, the SRO **may not** serve as a School disciplinarian, may not administer discipline to students or be involved in the enforcement of School disciplinary infractions. The SRO shall not use police powers to address School discipline issues. All student discipline shall be solely under the auspices and jurisdiction of each District's school and District Administration.

Section 2. The SRO shall be assigned to the Schools on a fulltime basis of eight (8) hours per day, on the days the School is in session, with the following understanding:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties of this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent

for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.

- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.
- (f) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

Section 3. The SRO shall be assigned to the Schools only during any given school term, which shall be defined as the opening day of school in September (except for the first year of the Term when services will commence on October 31, 2022) through the last day of school in June of any given school year (the "School Term"), in accordance with the District's annual school calendar. This Agreement shall be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the "Term") and services shall be provided only during any given School Term.

Section 4. In consideration for the services rendered, the District will pay the County as follows:

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars, payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars, payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
- (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
- (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2)

- equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
- (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

The District shall not be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her routine duties under this Agreement. The District shall, however, be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

Section 5. It is understood and agreed that at all times the SRO shall remain an employee of the Department and shall be under the overall supervision of the Commissioner of the Department or his/her authorized designee ("Commissioner") and shall follow all policies and procedures of the Department. The District acknowledges that the SRO shall remain responsive to the chain of command of the Department.

Section 6. The District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A," District agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, District 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, reasonable attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by District or third parties under the direction or control of District; 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 Agreement, except for that which was contributed to, caused by or resulting from the sole negligence of the County, and to bear all other costs and expenses related thereto; and

(c) In the event District 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 District 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 Agreement.

(d) The District understands and agrees that the County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. As such, in lieu of any insurance requirements the District may have, the District agrees to accept a letter from the County's Director of Risk Management confirming the County's self-insured status, in satisfaction of any such insurance requirements.

Section 7. This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 8. 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 sent by hand or overnight courier, to the respective addresses 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.

To the County: Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the District: Superintendent of Schools
Katonah-Lewisboro School
District
60 North Salem Road
Cross River, New York 10518

Section 9. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 10. This Agreement 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.

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

Section 11. The District and the County agree that the District and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the District covenants and agrees that neither the District nor any of its officers,

employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 12. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 13. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 14. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK / SIGNATURE PAGE
TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Acting Commissioner of Public Safety

KATONAH-LEWISBORO SCHOOL DISTRICT

By _____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No 2022-_____ at a meeting duly held on the _____ day of _____, 2022.

Approved:

Assistant County Attorney
The County of Westchester
Katonah-Lewisboro IMA.MB. 11.2022.docx

Date

DISTRICT'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2022, 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/she, the said _____
_____ resides at _____ and that he/she is the
_____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY

(District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of District)

(the "District") 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 _____ who signed said
(Person executing agreement)

agreement on behalf of the District was, at the time of execution _____ of
(Title of such person),

the District, that said agreement was duly signed for on behalf of said District by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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 _____, 2022, 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/she is the _____ of said municipal corporation.
(Title)

Notary Public

County

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS

1. Prior to commencing work, and throughout the term of the Agreement, the District 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. The District 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 District 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 District 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 District 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 District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the District 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 District'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 District until such time as the District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the District 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 District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The District 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.l) 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.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- 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 District 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 District.



George Latimer
County Executive

December 6, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety Services ("Department"), to enter into an inter-municipal agreement ("IMA") with the City of Yonkers, (the "City") for the distribution to the City of grant funds received from the Justice Assistance Grant ("JAG") for 2022. The IMA will be for a four-year term from October 1, 2021 through September 30, 2025.

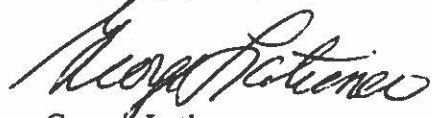
Pursuant to the IMA, the County will administer the distribution of funding from the U.S. Department of Justice provided under the Edward Byrne Memorial JAG program for fiscal year 2022. Under the IMA, the Department will receive funding to help cover overtime expenses. Of the \$96,021 in JAG funding to be provided to the County, the County will disburse \$45,000 to the City. The County will use the anticipated remainder of \$51,021 in JAG funds for the Department's law enforcement programs. The County will disburse the JAG funds in accordance with the IMA terms and following receipt of all appropriate documentation from the City.

The JAG grant program allows local governments to support a broad range of activities to prevent and control crime based on local needs and conditions.

The Planning Department 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 14, 2022, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Based upon the foregoing, I recommend the adoption of the annexed proposed Act.

Very truly yours,

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

George Latimer
County Executive

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety (“Department”), to enter into an inter-municipal agreement (“IMA”) with the City Yonkers, (the “City”) for the distribution to the City of grant funds received from the Justice Assistance Grant (“JAG”) for 2022. The IMA will be for a four-year term from October 1, 2021 through September 30, 2025.

Pursuant to the IMA, the County will administer the distribution of funding from the U.S. Department of Justice provided under the Edward Byrne Memorial JAG program for fiscal year 2022. Under the IMA, the Department will receive funding to help cover overtime expenses. Of the \$96,021 in JAG funding to be provided to the County, the County will disburse \$45,000 to the City. The County will use the anticipated remainder of \$51,021 in JAG funds for the Department’s law enforcement programs. The County will disburse the JAG funds in accordance with the IMA terms and following receipt of all appropriate documentation from the City.

The JAG grant program allows local governments to support a broad range of activities to prevent and control crime based on local needs and conditions.

The Planning Department has advised that the 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 14, 2022, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

Approval of the proposed IMA must be by an affirmative vote of not less than a majority of your Honorable Board. Based upon careful consideration of the foregoing, your Committee recommends the adoption of the aforementioned Act.

Date: _____, 20____
White Plains, New York

FISCAL IMPACT STATEMENT

SUBJECT: Edward Byrne Memorial JAG GRANT

☒ 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 _____

Total Current Year Revenue _____

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: G029-38-Y029 Source of Funds: BJA-COPS JAG GRANT

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: N/A

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: N/A

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

Current Year: _____

Next Four Years: 2021-2025 Expenses \$96,021 and Revenue \$96,021

Prepared by: Siva Gopalkrishna

Title: Director-Administrative Services

Department: Public Safety

Date: November 17, 2022

Reviewed By: [Signature]

Budget Director

Date: 12/2/22

ACT NO. _____-20____

AN ACT to authorize the County of Westchester to enter into a four-year inter-municipal agreement with the City of Yonkers for the administration of the Edward Byrne Memorial Justice Assistance Grant for 2022.

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

Section 1. The County of Westchester ("County") is hereby authorized to enter into a four-year inter-municipal agreement ("IMA") for the period from October 1, 2021 through September 30, 2025 with the City of Yonkers for the administration of the Edward Byrne Memorial Justice Assistance Grant ("JAG") for 2022. Of the \$96,021 in JAG funding to be provided to the County, the County will disburse \$45,000 to the City. The County will use the anticipated remainder of \$51,021 in JAG funds for the Department of Public Safety's law enforcement programs. The County will disburse the JAG funds in accordance with the IMA terms and following receipt of all appropriate documentation from the City.

§2. The County Executive, or his duly authorized designee, is hereby authorized and empowered to take such actions and to execute and deliver such instruments as may be necessary and appropriate to accomplish the purposes hereof.

§3. This Act shall take effect immediately.

THE STATE OF NEW YORK
KNOW ALL BY THESE PRESENT
COUNTY OF WESTCHESTER

GRANT AGREEMENT
BY and AMONG the CITY of YONKERS and the COUNTY of WESTCHESTER,
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM:
FY 2022 LOCAL SOLICITATION

This Agreement is made and entered into this _____ day of _____, 20__ by and between:

COUNTY OF WESTCHESTER (the "County") a municipal corporation of the State of New York having offices at 148 Martine Avenue, 9th floor, White Plains, NY 10601;

CITY OF YONKERS ("Yonkers") a municipal corporation of the State of New York having offices at City Hall, 2nd floor, 40 South Broadway, Yonkers, NY 10701;

(Collectively, the "Parties").

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program; and

WHEREAS, the Parties acknowledge that performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the parties to this agreement believe it to be in their best interests to allocate the JAG funds as set forth below; and

WHEREAS, it is anticipated that the amount to be made available through the JAG Program is \$96,021

NOW THEREFORE, the Parties to this agreement agree as follows:

Section 1.

The Parties agree that the County shall be their pass-through agent for the JAG Program 2022 Local Solicitation for the term of the grant, which commenced effective October 1, 2021 and continues through September 30, 2025.

Section 2.

The Parties agree that should the County be provided with the \$96,021 in JAG funding, then the County will disburse for various law enforcement programs, as follows:

The City of Yonkers shall receive an estimated amount of \$45,000 of JAG funds; and

The County will disburse the JAG funds in accordance with the Grant terms and following receipt of all appropriate documentation from Yonkers.

Section 3.

The County agrees, assuming receipt thereof, to use the anticipated remainder of \$51,021 in JAG funds for law enforcement programs until the program's expiration date.

Section 4.

Each party to this agreement agrees that if these funds are placed in interest bearing accounts that the interest earned on these funds will be used items eligible under the JAG program.

Section 5.

Yonkers agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Yonkers shall defend, 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 to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Yonkers or third parties under their direction or control. In addition, Yonkers agrees 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 MOU and to bear all other costs and expenses related thereto.

Yonkers further agrees to give immediate written notice to the County as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated in connection herewith. The foregoing provisions will survive expiration, termination or other cancellation of this Agreement.

Section 6.

The parties to this agreement do not intend for any third party to obtain a right by virtue of this Agreement. By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7.

Yonkers acknowledges and agrees that it has reviewed the applicable grant agreement and any other relevant documents (together the "Grant"). Yonkers agrees to, and will cause any subcontractors or other agents under their control to agree to, comply with all applicable Grant requirements, including without limitation all rules and regulations promulgated in furtherance thereof. Yonkers further agrees to supply such information and reports as the County may request. Yonkers will, upon request, provide access to the County to examine all relevant books, records, documents or electronic data of necessary to review compliance with the foregoing.

Any term or condition required by the Grant to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference. Yonkers hereby certifies that neither it, nor its subcontractor(s), are debarred, suspended, or otherwise excluded from or ineligible to receive said Grant funding.

Section 8.

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this MOU shall be brought in the County of Westchester.

Section 9.

All notices of any nature to be provided hereunder shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, to the parties at the addresses first set forth above or to such other addresses as the respective parties hereto may designate in writing. A copy of any notice shall additionally be sent to the County Attorney and each of the Corporation Counsels.

[No Further Text This Page].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF YONKERS

By:

APPROVED AS TO FORM:

Corporation Counsel

COUNTY OF WESTCHESTER

By: County Executive George Latimer

APPROVED:

County Attorney