



# Budget & Appropriations Meeting Agenda

Committee Chair: Vedat Gashi

800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
[www.westchesterlegislators.com](http://www.westchesterlegislators.com)

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**Monday, January 23, 2023**

**10:00 AM**

**Committee Room**

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## CALL TO ORDER

Meeting jointly with the Committees on Health, Law & Major Contracts, and Public Works & Transportation

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

Tuesday, January 17, 2023 at 10:00 AM Minutes

## I. ITEMS FOR DISCUSSION

### 1. [2023-23](#) **ACT - Opioid Settlement (Teva and its distributor Anda)**

AN ACT authorizing the County of Westchester to settle the claims against Teva and its distributor Anda in an adversary proceeding filed in the Supreme Court of the State of New York, titled the County of Westchester v. Purdue Pharma, et al.

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS, HEALTH AND LAW & MAJOR CONTRACTS***

Joint with HEALTH and LMC.

Guests:

County Attorney John Nonna

Senior Assistant County Attorney Loren Zeitler

2.     [2023-4](#)            **BOND ACT-A0134, A0138, A0140-Various Capital Projects-Westchester County Airport**

A BOND ACT authorizing the issuance of FOUR MILLION, FIFTY THOUSAND (\$4,050,000) DOLLARS in bonds of Westchester County to finance the following three (3) capital projects at the Westchester County Airport: A0134-HVAC Upgrades, Terminal Bldg., A0138-Ramp Service Equipment and A0140-Electrical, Data and Security Systems Upgrades.

**SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION**

Joint with PWT.

Guests: Department of Public Works & Transportation

Commissioner Hugh Greechan

Airport Manager April Gasparri

Assistant to the Commissioner Brian Hegt

3.     [2022-585](#)            **BOND ACT(Amended)-BPL26-2001-Flood Mitigation**

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of ONE MILLION, FIVE HUNDRED THOUSAND (\$1,500,000) DOLLARS to finance a component of Capital Project BPL26 - Flood Mitigation.

**SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION**

Joint with PWT.

Guests: Department of Planning

Assistant Commissioner David Kvinge

4.     [2022-586](#)            **IMA (Amend)-Flood Mitigation-Village of Mamaroneck**

AN ACT authorizing the County of Westchester to amend the existing intermunicipal agreement with the Village of Mamaroneck in order to increase the County's contribution toward a flood mitigation project.

**SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION**

Joint with PWT.

Guests: Department of Planning

Assistant Commissioner David Kvinge



5.     [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.

**SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY**

Guest: STOP-DWI  
Patricia Tomassi

6.     [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.

**SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY**

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

7.     [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.

**SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY**

Guests: Department of Correction  
Director of Administrative Services Bill Fallon  
Warden Karl Vollmer

**8.     [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.

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY***

Guests: Department of Correction  
Director of Administrative Services Bill Fallon  
Warden Karl Vollmer

**9.     [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.

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY***

Guests: Department of Correction  
Director of Administrative Services Bill Fallon  
Warden Karl Vollmer

**10.    [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.

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY***

Guests: Department of Correction  
Director of Administrative Services Bill Fallon  
Warden Karl Vollmer

**11.    [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.

***SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY***

Guests: Department of Correction  
Director of Administrative Services Bill Fallon  
Warden Karl Vollmer

12. [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  
Commissioner Terrance Raynor  
FHR Director Siva Gopalkrishna  
Lieutenant Charles Geraci  
Sergeant James Dress

13. [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.

**SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY**

Guests: Department of Public Safety  
Commissioner Terrance Raynor  
FHR Director Siva Gopalkrishna  
Lieutenant Charles Geraci  
Sergeant James Dress

14. [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.

**SUBMITTED BY: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY**

Guests: Department of Public Safety  
Commissioner Terrance Raynor  
FHR Director Siva Gopalkrishna  
Lieutenant Charles Geraci  
Sergeant James Dress

**II. OTHER BUSINESS**

**III. RECEIVE & FILE**

**ADJOURNMENT**

BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the County of Westchester to enter a settlement and general release agreement fully resolving the claims against Teva<sup>1</sup>, a generic drug manufacturer, as well as its subsidiary drug distributor, Anda Inc., in an adversary proceeding filed in the Supreme Court of the State of New York, Westchester County, titled *The County of Westchester v. Purdue Pharma, et al.*, Index No. 51606/2018, transferred to the coordinated proceeding in the Supreme Court of the State of New York, Suffolk County and then transferred to the Supreme Court of the State of New York, Westchester County (the “Instant Proceeding”).

On February 6, 2018, the County of Westchester commenced an action against opioid manufacturers, distributors and dispensers in the Supreme Court of the State of New York, County of Westchester. The Complaint asserted several causes of action, such as deceptive marketing, false advertising, public nuisance, misrepresentation, fraud, negligence, and unjust enrichment and conspiracy, alleging that each of the Defendants contributed to the opioid epidemic that Westchester County has been battling and will continue to battle for the foreseeable future. The causes of action against Teva and its subsidiaries are based on claims that they contributed to the opioid epidemic by violating state and federal statutes related to the manufacturing and distribution of opioids, all of which contributed to a public health crisis.

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<sup>1</sup> Teva Pharmaceutical Industries Ltd., the public parent company of the Teva defendants, is not a party to the litigation but is a party to the agreement and is liable for the payments. It has submitted to jurisdiction in New York for purposes of enforcement.

Nearly all of the counties in New York State commenced an action regarding the opioid epidemic against the same group of defendants. Our outside counsel in this action, Napoli Shkolnik, represents approximately half of those counties. All of the New York state actions were consolidated and were litigated in the Supreme Court of the State of New York, County of Suffolk, before Judge Garguilo. Of the municipal entities who sued, three bellwether plaintiffs – the County of Nassau, the County of Suffolk, and the State of New York – were selected to try the issue of liability. After delay due to the COVID epidemic, the trial before Judge Garguilo commenced on June 3, 2021, and after a seven-month trial, the jury found Teva liable.

On July 26, 2022, Teva, as well as its subsidiary drug distributor, Anda Inc., announced a \$4.35 billion national opioid settlement agreement (“Teva Global Agreement”). The proposal calls for Teva to pay up to \$3.7 billion in cash over 13 years and provide what Teva estimates as \$1.2 billion worth of the opioid overdose reversal drug naloxone. The Teva/New York Statewide Opioid Settlement Agreement (“Teva NY Agreement”) is essentially a New York carve out from the proposed Teva Global Agreement.

Since July 2022, the State and Suffolk and Nassau Counties have engaged in extensive negotiations that resulted, on November 3, 2022, in the announcement of the Teva NY Agreement. Under the agreement, Teva will be required to pay as much as \$550 million<sup>[2]</sup>, depending on the level of participation statewide. Monies paid under the Teva NY Agreement will be distributed among the various participating political subdivisions according to the Agreement itself or under two distinct Sharing Agreements (included in the agreement as Exhibits C and L). There are various “Incentive” scenarios built into the agreement. Teva will

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<sup>[2]</sup> Unlike the national deal, New York and its subdivisions will not be receiving naloxone product as part of this settlement. Instead, the settlement sum for New York includes \$15,871,275.20, which is the Product Cash Conversion Amount in New York (the calculated cash value of the naloxone product).

pay to the State and its participating subdivisions a total of up to approximately \$550 million considering the various Incentive payments offered.

Under the terms of the proposed settlement, Westchester County will receive a total of \$5,149,259.68 over the next 18 years. A portion of this money is from the “Global” fund (consistent with the national global settlement amount). This money is payable over 13 years. These funds are subject to a separate Sharing Agreement (Exhibit C). A portion of this money is also from the “Premium” fund made to the State as a trial plaintiff. This money is payable over 18 years. These funds are subject to a separate Sharing Agreement (Exhibit L).

As with prior settlements, some of the settlement proceeds must be used for “Approved Uses,” *i.e.*, for abatement and remediation, under the intrastate allocation agreement.<sup>[3]</sup> Funds identified as “Abatement” must be used in this manner. Funds identified as “Unrestricted” may be used in any manner. The County may be able to procure additional funds. The Statewide Opioid Settlement Fund is designed to fund State projects that constitute Approved State Uses.

Similar to prior settlements, the Agreement provides injunctive relief that includes:

- a. A ban on high-dose opioids (greater than 40mg) and prescription savings programs;
- b. Prohibitions on marketing opioids and funding third parties that promote opioids;
- c. Restrictions on political lobbying;
- d. Disclosure of Teva opioid product clinical data.

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<sup>[3]</sup> Approved Uses is defined to include: Treating Opioid Use Disorder; Supporting People in Treatment and Recovery; Connecting People who Need Help to Help; Addressing the Needs of Criminal-Justice Involved Persons; Addressing the Needs of Pregnant or Parenting Women and Their Families, Including Babies with Neonatal Abstinence Syndrome; Preventing Over-Prescribing and Ensuring Appropriate Prescribing and Dispensing of Opioids; Preventing Misuse of Opioids; Preventing Overdose Deaths and Other Harms; Supporting Law Enforcement and First Responders; Supporting Opioid Abatement Research; Supporting Post-Mortem Efforts.

In addition, the agreement includes injunctive relief from Teva's distributor Anda, Inc., including:

- a. Ensuring the independence of Anda sales personnel who sell controlled substances from incentive-based compensation and retaliation;
- b. Mandatory training of new Controlled Substance Monitoring Program (CSMP) employees on CSMP and injunctive relief obligations. Employees will also be required to have annual training and testing of CSMP knowledge;
- c. Periodic review of systems and procedures that evaluate customer data for diversion of controlled substances; and
- d. Unannounced customer site visits verifying compliance with anti-diversion obligations.

In order to become a party to the Settlement Agreement, Westchester County has to do the following:

1. Sign (or give outside counsel Napoli Shkolnik permission to sign on Westchester County's behalf) Exhibit "B" to the Teva NY Agreement (New York Subdivision Participation Form), attached as Exhibit "B" hereto;
2. Sign (or give Napoli Shkolnik permission to sign on Westchester County's behalf) Exhibit "C" to the Teva NY Agreement (Teva New York Global Payment Opioid Settlement Sharing Agreement), attached as Exhibit "C" hereto;
3. Sign (or give Napoli Shkolnik permission to sign on Westchester County's behalf) Exhibit "L" to the Teva NY Agreement (Teva New York Premium Payment Opioid Settlement Sharing Agreement), attached as Exhibit "D" hereto.

Your Committee has carefully considered the matter and recommends approval of the annexed Act. The Act, which would authorize the County to enter into the proposed settlement to effectuate the resolution of the lawsuit, is in the best interests of the County.



Your Committee therefore recommends this Honorable Board approve the annexed Act authorizing the County to enter into the proposed settlement of the above-referenced lawsuit. An affirmative vote by a majority of the Board is required to pass this Act.

Dated: White Plains, New York  
January 23, 2023

<p>Vedat Fathi D. H. S. Terry Zeller Nancy Bauer John W. Colin O. Smith Cathleen Parker L. M. M.</p>	<p>Vedat Fathi D. H. S. Terry Zeller Nancy Bauer Colin O. Smith</p>	<p>Vedat Fathi Nancy Bauer Colin O. Smith Cathleen Parker L. M. M.</p>
Budget & Appropriations	Health 6	Law & Major Contracts

Dated: January 23<sup>rd</sup>, 2023  
White Plains, New York

*The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.*

Budget

Health

LMC



ACT NO. 2023

AN ACT authorizing the County of Westchester to settle the claims against Teva and its distributor Anda in an adversary proceeding filed in the Supreme Court of the State of New York, Westchester County, titled *The County of Westchester v. Purdue Pharma, et al.*, Index No. 51606/2018, transferred to the coordinated proceeding before Judge Garguilo in the Supreme Court of the State of New York, Suffolk County and then transferred to the Supreme Court of the State of New York, Westchester County (the “Instant Proceeding”)

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

1. The County of Westchester is hereby authorized to settle the claims against Teva and its distributor Anda in an adversary proceeding filed in the Supreme Court of the State of New York, Westchester County, titled *The County of Westchester v. Purdue Pharma, et al.*, Index No. 51606/2018, transferred to the coordinated proceeding in the Supreme Court of the State of New York, Suffolk County and then transferred to the Supreme Court of the State of New York, Westchester County (the “Instant Proceeding”).
2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose hereof.
3. This Act shall take effect immediately.

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of a bond act (the "Bond Act") in the total amount of \$4,050,000 to authorize the County of Westchester (the "County") to finance the following three (3) capital projects:

A0134 – HVAC Upgrades, Terminal Building  
A0138 – Ramp Service Equipment  
A0140 – Electrical, Data and Security Systems Upgrades

Your Committee is advised that the Bond Act, prepared by the law firm of Harris Beach, PLLC, would authorize the County to issue bonds in the total amount of \$4,050,000 to finance various capital projects at the Westchester County Airport, including:

- (i) Design and construction associated with the first phase of the HVAC unit replacement project at the terminal building.
- (ii) The purchase of three (3) new push-backs, which will replace units that were originally purchased in 2003, 2010, 2011. Additionally, one (1) new air start will also be purchased.
- (iii) Design and construction associated with upgrades to the electrical infrastructure at the Airport parking garage and the upper rental car service area. The project will also include the installation of components to allow for the future use of electrical vehicle charging stations in the parking structure. Additionally, the project will fund upgrades to the Airport's access control, emergency alert system, video and badging system.

Your Committee is advised that the anticipated cost, anticipated project timeline, and whether the design is anticipated to be undertaken in-house staff or by consultants for each capital project is set forth below:

**BOND ACT – AIRPORT CAPITAL PROJECTS**

Cap ID	Project	Anticipated Amount	Design Assignment	Time Frame (Months)	
				Design	Const/Delivery
A0134	HVAC Upgrades, Terminal Building	\$750,000	Consultant	4	6
A0138	Ramp Service Equipment	\$800,000	N/A	N/A	12
A0140	Electrical, Data and Security Systems Upgrades	2,500,000	Consultant	12	12
<b>Total:</b>		<b>\$4,050,000</b>			

Your Committee is advised that the proposed Bond Act authorizes financing for like objects or purposes in connection with three (3) capital projects. It is hoped that by combining projects that have the same objects and purposes into a single bond act, the County can reduce the amount of bond legislation that your Honorable Board would be required to review, thereby expediting the approval process and avoiding backlogs.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project has been classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this conclusion.

It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: January 23<sup>rd</sup>, 2023  
White Plains, New York

Vedat Fadin  
S. S. S.  
James B. B. B.  
James B. B. B.  
The U. U.  
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Colin B. B. B.  
L. C. C. C.

S. S. S.  
James B. B. B.  
The U. U.  
Colin B. B. B.  
Colin B. B. B.


COMMITTEE ON

k/jpg/11/30/2022

Budget & Appropriations

Public Works & Transportation

TO: Michelle Greenbaum, Senior Assistant County Attorney  
Jeffrey Goldman, Senior Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM   
Assistant Commissioner

DATE: October 5, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
A0134 HVAC UPGRADES TERMINAL BUILDING**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 09-23-2022 (Unique ID: 2045)

With respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.


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**COMMENTS:** None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Lawrence Soule, Budget Director  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Lorraine Marzola, Associate Budget Director  
Brian Hegt, Assistant to the Commissioner, Dept. of Public Works & Transportation  
Kelly Sheehan, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner

TO: Michelle Greenbaum, Senior Assistant County Attorney  
Jeffrey Goldman, Senior Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM   
Assistant Commissioner

DATE: January 11, 2023

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
A0138 RAMP SERVICE EQUIPMENT**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 01-10-2023 (Unique ID: 2046)

With respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

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**COMMENTS:** None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Lawrence Soule, Budget Director  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Lorraine Marzola, Associate Budget Director  
Brian Hegt, Assistant to the Commissioner, Dept. of Public Works & Transportation  
Robert Abbamont, Director of Operations, Department of Public Works & Transportation  
Dianne Vanadia, Senior Budget Analyst  
Kelly Sheehan, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner



TO: Michelle Greenbaum, Senior Assistant County Attorney  
Jeffrey Goldman, Senior Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM   
Assistant Commissioner

DATE: October 5, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
A0140 ELECTRICAL, DATA AND SECURITY SYSTEMS UPGRADE**

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**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 09-23-2022 (Unique ID: 2048)

With respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.
- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

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**COMMENTS:** None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Lawrence Soule, Budget Director  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Lorraine Marzola, Associate Budget Director  
Brian Hegt, Assistant to the Commissioner, Dept. of Public Works & Transportation  
Kelly Sheehan, Assistant Commissioner  
William Brady, Chief Planner  
Michael Lipkin, Associate Planner  
Claudia Maxwell, Associate Environmental Planner

REFERENCES A0134, A1038 and A0140

ACT NO. -20\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,050,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF EQUIPMENT FOR AND THE CONSTRUCTION OF IMPROVEMENTS TO THE COUNTY AIRPORT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$4,050,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,050,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20\_\_)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$4,050,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the acquisition of equipment for and the construction of improvements to the County Airport comprised of the following capital projects: A0134, A1038 and A0140, all as set forth in the County's current year Capital Budget, as amended. The total estimated maximum cost of said objects or purposes,

including preliminary costs and costs incidental thereto and the financing thereof is \$4,050,000. The plan of financing includes the issuance of \$4,050,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness applicable to the objects or purposes for which the bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 14 of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$4,050,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the

terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

\* \* \*

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20\_\_\_ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on \_\_\_\_\_, 20\_\_\_ and approved by the County Executive on \_\_\_\_\_, 20\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this    day of       , 20\_\_\_.

(SEAL)

The Clerk and Chief Administrative Officer of the  
County Board of Legislators  
County of Westchester, New York

## LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on \_\_\_\_\_, 20\_\_ and approved by the County Executive on \_\_\_\_\_, 20\_\_ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. \_\_\_\_\_-20\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,050,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF EQUIPMENT FOR AND THE CONSTRUCTION OF IMPROVEMENTS TO THE COUNTY AIRPORT; STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$4,050,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,050,000 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted \_\_\_\_\_, 20\_\_)

object or purpose: to finance the cost of the acquisition of equipment for and the construction of improvements to the County Airport for various departments comprised of the following capital projects: A0134, A1038 and A0140; all as set forth in the County's current year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$4,050,000, ten (10) years

Dated: \_\_\_\_\_, 20\_\_  
White Plains, New York

\_\_\_\_\_  
Clerk and Chief Administrative Officer of the  
County Board of Legislators of the County of  
Westchester, New York

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: \_\_\_\_\_

☐ NO FISCAL IMPACT PROJECTED

## SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☐ GENERAL FUND

☒ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

A0134; A0138; A0140

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 4,050,000 PPU 10 Anticipated Interest Rate 2.69%

Anticipated Annual Cost (Principal and Interest): \$ 464,889

Total Debt Service (Annual Cost x Term): \$ 4,648,890

Finance Department: Interest rates from December 5, 2022 Bond Buyer - ASBA

## SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations  
(describe in detail for current and next four years):

## SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 44

## SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☒ Consultant

☐ Not Applicable

Prepared by: Brian Hegt

Title: Assistant to the Commissioner

Department: Public Works & Transportation

Date: 12/7/22

Reviewed By:

*dv*  
12/6/22

Budget Director

Date:

12/7/22



## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> A0134	<input type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 01-03-2023
<b>Fact Sheet Year:*</b> 2023	<b>Project Title:*</b> HVAC UPGRADES, TERMINAL BUILDING	<b>Legislative District ID:</b> 6,
<b>Category*</b> AIRPORT	<b>Department:*</b> AIRPORT/DOT	<b>CP Unique ID:</b> 2045

### Overall Project Description

This project funds removal of existing HVAC units and replacement with energy efficient units. Project also includes, but is not limited to, upgrades to electrical systems, modifications to structural supports and upgrades to the building management system (BMS).

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input checked="" type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input type="checkbox"/> Life Safety                          | <input type="checkbox"/> Project Labor Agreement        | <input type="checkbox"/> Revenue                   |
| <input type="checkbox"/> Security                             | <input type="checkbox"/> Other                          |  |

### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2023	2024	2025	2026	2027	Under Review
Gross	3.150	350	750	2,050	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	3.150	350	750	2,050	0	0	0	0

**Expended/Obligated Amount (in thousands) as of:** 0

**Current Bond Description:** This request will fund design, construction and construction management of the first phase of the HVAC unit replacements.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	750,000
Cash:	0
<b>Total:</b>	<b>\$ 750,000</b>

### SEQR Classification:

TYPE II

### Amount Requested:

750,000

### Comments:

### Energy Efficiencies:

PROJECT INCLUDES REPLACEMENT WITH ENERGY EFFICIENT ROOFTOP UNITS.

### Appropriation History:

Year	Amount	Description
2017	350,000	DESIGN.

### Total Appropriation History:

350,000

### Total Financing History:

0

**Recommended By:**

**Department of Planning**  
WBB4

**Date**  
09-23-2022

**Department of Public Works**  
RJB4

**Date**  
09-23-2022

**Budget Department**  
LMY1

**Date**  
09-26-2022

**Requesting Department**  
RJB4

**Date**  
09-27-2022

## HVAC UPGRADES, TERMINAL BUILDING ( A0134 )

**User Department :** Airport/DOT

**Managing Department(s) :** Airport/DOT ; Public Works ;

**Estimated Completion Date:** TBD

**Planning Board Recommendation:** Project approved in concept but subject to subsequent staff review.

### **FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Est Ult Cost	Appropriated	Exp / Obl	2023	2024	2025	2026	2027	Under Review
Gross	3,150	350		750	2,050				
Non County Share									
Total	3,150	350		750	2,050				

### **Project Description**

This project funds removal of existing HVAC units and replacement with energy efficient units. Project also includes, but is not limited to, upgrades to electrical systems, modifications to structural supports and upgrades to the building management system (BMS).

### **Current Year Description**

The current year request funds Phase I.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2023	750,000			750,000

### **Impact on Operating Budget**

The impact on the Airport Special Revenue Fund is the debt service associated with the issuance of bonds.

### **Appropriation History**

Year	Amount	Description	Status
2017	350,000	Design.	AWAITING BOND AUTHORIZATION
Total	350,000		

### **Prior Appropriations**

	Appropriated	Collected	Uncollected
Bond Proceeds	350,000		350,000
Total	350,000		350,000

## CAPITAL PROJECT FACT SHEET

Project ID:* A0138	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-03-2023
Fact Sheet Year:* 2023	Project Title:* RAMP SERVICE EQUIPMENT	Legislative District ID: 6,
Category* AIRPORT	Department:* AIRPORT/DOT	CP Unique ID: 2046

### Overall Project Description

This project provides for the purchase of replacement and new ramp service equipment that is necessary and required to maintain the safe and efficient operation of the Airport's Terminal Ramp.

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies     | <input checked="" type="checkbox"/> Infrastructure |
| <input type="checkbox"/> Life Safety                          | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue                   |
| <input type="checkbox"/> Security                             | <input type="checkbox"/> Other                   |  |

### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2023	2024	2025	2026	2027	Under Review
Gross	800	0	800	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	800	0	800	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

**Current Bond Description:** This request will fund the purchase of one (1) electric push-back, and two (2) diesel push backs, replacing units that were originally purchased in 2003, 2010, 2011. Additionally, one (1) new air start will be purchased.

### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	800,000
Cash:	0
Total:	<b>\$ 800,000</b>

### SEQR Classification:

TYPE II

### Amount Requested:

800,000

### Comments:

### Energy Efficiencies:

### Total Financing History:

0

**Recommended By:**

**Department of Planning**  
WBB4

**Date**  
01-10-2023

**Department of Public Works**  
RJB4

**Date**  
01-10-2023

**Budget Department**  
DEV9

**Date**  
01-11-2023

**Requesting Department**  
RJB4

**Date**  
01-11-2023

## RAMP SERVICE EQUIPMENT ( A0138 )

**User Department :** Airport/DOT

**Managing Department(s) :** Airport/DOT ;

**Estimated Completion Date:** TBD

**Planning Board Recommendation:** Project without physical planning aspects of concern to the Westchester County Planning Board.

### **FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Est Ult Cost	Appropriated	Exp / Obl	2023	2024	2025	2026	2027	Under Review
Gross	800			800					
Non County Share									
Total	800			800					

### **Project Description**

This project provides for the purchase of replacement and new ramp service equipment that is necessary and required to maintain the safe and efficient operation of the Airport's Terminal Ramp.

### **Current Year Description**

The current year request funds this project.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2023	800,000			800,000

### **Impact on Operating Budget**

The impact on the Airport Special Revenue Fund is the debt service associated with the issuance of bonds.

## CAPITAL PROJECT FACT SHEET

Project ID:* A0140	<input type="checkbox"/> CBA	Fact Sheet Date:* 01-03-2023
Fact Sheet Year:* 2023	Project Title:* ELECTRICAL, DATA AND SECURITY 6, SYSTEMS UPGRADES	Legislative District ID:
Category* AIRPORT	Department:* AIRPORT/DOT	CP Unique ID: 2048

### Overall Project Description

This project provides for upgrades to electrical, data and security systems that will result in an increase in reliability and safety along with maintaining the Airport's compliance with the TSA's regulations and best practices.

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies     | <input checked="" type="checkbox"/> Infrastructure |
| <input type="checkbox"/> Life Safety                          | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue                   |
| <input type="checkbox"/> Security                             | <input type="checkbox"/> Other                   |  |

### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2023	2024	2025	2026	2027	Under Review
Gross	5,150	0	2,500	1,750	900	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	5,150	0	2,500	1,750	900	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

**Current Bond Description:** This request will fund the design, construction and construction management of the upgrades to electrical infrastructure for the Airport Parking Structure and the upper Rental Car Service Area. The project scope will include installation of components to allow for the future use of EV charging stations. This will also fund the upgrades to the Airport's access control, emergency alert system, video and badging system.

### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	2,500,000
Cash:	0
Total:	<b>\$ 2,500,000</b>

**SEQR Classification:**  
TYPE II

**Amount Requested:**  
2,500,000

### Comments:

### Energy Efficiencies:

**Total Financing History:**  
0

**Recommended By:**

**Department of Planning**

WBB4

**Date**

09-23-2022

**Department of Public Works**

RJB4

**Date**

09-23-2022

**Budget Department**

LMY1

**Date**

09-26-2022

**Requesting Department**

RJB4

**Date**

09-27-2022



## ELECTRICAL, DATA AND SECURITY SYSTEMS UPGRADES ( A0140 )

**User Department :** Airport/DOT

**Managing Department(s) :** Airport/DOT ;

**Estimated Completion Date:** TBD

**Planning Board Recommendation:** Project approved in concept but subject to subsequent staff review.

### **FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Est Ult Cost	Appropriated	Exp / Obl	2023	2024	2025	2026	2027	Under Review
Gross	5,150			2,500	1,750	900			
Non County Share									
Total	5,150			2,500	1,750	900			

### **Project Description**

This project provides for upgrades to electrical, data and security systems that will result in an increase in reliability and safety along with maintaining the Airport's compliance with the TSA's regulations and best practices.

### **Current Year Description**

The current year request funds upgrades to the Airport's access control, emergency alert system, video and badging system.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2023	2,500,000			2,500,000

### **Impact on Operating Budget**

The impact on the Airport Special Revenue Fund is the debt service associated with the issuance of bonds.

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval of an amended bond act (the “Amended Bond Act”), which if adopted, would authorize the County of Westchester (the “County”) to issue additional bonds in the amount of \$1,500,000.00 to finance a component of capital project BPL26 - Flood Mitigation (“BPL26”). Also, attached is an act (the “Act”) authorizing the County to amend the existing intermunicipal agreement (the “IMA”) with the Village of Mamaroneck (the “Village”).

The Amended Bond Act, in the total amount of \$2,500,000.00, which includes \$1,000,000.00 in previously authorized bonds of the County, would provide additional funding for the County’s portion of a municipally proposed flood mitigation project to reconstruct the Hillside Avenue bridge in the Village (the “Project”). The reconstruction of the Hillside Avenue bridge to increase the span and widen the culvert over the Mamaroneck River, has been identified in the U.S. Army Corps of Engineers General Re-evaluation Report for the Mamaroneck and Sheldrake Rivers as having flood mitigation benefits for properties in the area. Additional funds are now needed to complete the Project to offset cost increases. Necessary administrative approvals prevented the project from moving forward for several months. When the approvals were attained, the costs associated with the project increased substantially, as reflected in the proposal put forward by the lowest reasonable bidder, which exceeded the funds available for the project by \$978,000. It was initially believed that NYS DOT funds, which were being administered by the County, could cover the shortfall but this turned out not to be the case. Additionally, since the time the lowest responsible bidder’s proposal was accepted, the cost of the project also increased due to material and supply chain issues. Additional funds are now needed to cover the costs of the already completed project.

Your Committee is advised that the Act would authorize the County to amend an IMA with the Village in order to increase the County’s contribution toward the Project by an additional \$1,365,429.24, from an amount not-to-exceed \$1,000,000.00 to an amount not-to-exceed \$2,365,429.24. The remaining bond funds will be used to support County review and administration.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with the Project as follows: Bond Act No. 247-2019 in the amount of \$1,000,000.00, which financed the County's initial 50% contribution toward Phase II funding for the Project. These bonds have not been sold. Accordingly, it is now requested that Bond Act No. 247-2019 be amended to increase the initial amount authorized by \$1,500,000.00, for a new total authorized amount, as amended, of \$2,500,000.00.

The Planning Department has advised that pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR), the Village classified the Hillside Avenue Bridge replacement project as an Unlisted action. On June 25, 2019, the Village Board of Trustees issued a notice of intent to serve as lead agency and circulated Part I of a full Environmental Assessment Form. On August 26, 2019, the Village issued a Negative Declaration for the project. No changes are proposed to the project scope. Since the Village undertook coordinated review and the County was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required to adopt the Amended Bond Act, while the Act authorizing the amendment to the IMA with the Village may be adopted upon an affirmative vote of a majority of the members of your Honorable Board following the adoption of the Amended Bond Act.

Based on the importance of this project to the County, your Committee recommends favorable action on the annexed Acts.

Dated: January 23<sup>rd</sup>, 2023

White Plains, New York

Robert J. L. L.  
S. L. L.  
James J. L. L. L.  
James J. L. L.  
L. L. L.  
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James J. L. L.  
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Budget & Appropriations

Public Works & Transportation

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPL26

☐ NO FISCAL IMPACT PROJECTED

## SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☒ Current Appropriations

☐ Capital Budget Amendment

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 2,500,000 PPU 20 Anticipated Interest Rate 3.83%

Anticipated Annual Cost (Principal and Interest): \$ 175,312

Total Debt Service (Annual Cost x Term): \$ 3,506,240

Finance Department: Interest rates from November 9, 2022 Bond Buyer - ASBA

## SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations  
(describe in detail for current and next four years):

Funds will be used towards reconstruction of bridge. Project is managed and overseen by local municipality. No impact to department operations.

## SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 0

## SECTION E - EXPECTED DESIGN WORK PROVIDER

☐ County Staff

☒ Consultant

☐ Not Applicable

Prepared by: David Kvinge

Title: Assistant Commissioner

Department: Planning Department

Date: 11/16/22

Reviewed By: 

Budget Director

Date: 11/17/22

TO: Michelle Greenbaum, Assistant County Attorney  
Jeffrey Goldman, Assistant County Attorney

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

DATE: October 31, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR  
BPL26 FLOOD MITIGATION – Hillside Ave Bridge, Mamaroneck**

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The Planning Department has reviewed Capital Project BPL26 - Flood Mitigation (Unique ID: 2001) with respect to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

The current request will provide additional funding assistance to the Village of Mamaroneck for the replacement of the Hillside Avenue Bridge in the Village of Mamaroneck, amending the previous bond act and IMA. No changes to the project scope are proposed. The existing bridge is in poor condition and is subject to overtopping during flood events. The replacement bridge will be slightly higher, wider, and will have deeper footings. The expanded hydraulic opening of the new bridge will lower upstream surface water elevation during storm events.

Pursuant to SEQR, the Village of Mamaroneck classified the Hillside Avenue Bridge replacement project as an Unlisted action. On June 25, 2019, the Village of Mamaroneck Board of Trustees issued a notice of intent to serve as lead agency and circulated Part 1 of a full Environmental Assessment Form. On August 26, 2019, the Village issued a Negative Declaration for the project. Since the Village of Mamaroneck undertook coordinated review and the County of Westchester was included as an involved agency, then, in accordance with section 617.6(b)(3), no further environmental review is required by the County.

Please do not hesitate to contact me if you have any questions regarding this matter.

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Lorraine Yazzetta, Associate Budget Director  
William Brady, Chief Planner  
Claudia Maxwell, Associate Environmental Planner

ACT NO. -20 \_\_\_\_\_

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED DECEMBER 3, 2019 IN RELATION TO THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE COUNTY, AT THE MAXIMUM ESTIMATED COST OF \$2,500,000. (Adopted \_\_\_\_\_, 20\_\_\_\_).

WHEREAS, this Board has heretofore duly authorized the issuance of \$1,000,000 bonds to the County's share of the cost of a flood mitigation project in the Village of Mamaroneck as described in the Village of Mamaroneck's Project Application to the County under the Westchester County Flood Action Program, in particular the reconstruction of the Hillside Avenue bridge in the Village of Mamaroneck, pursuant to Act No. 247-2019 duly adopted on December 3, 2019; and

WHEREAS, it has been determined that additional funds are needed due to materials and supply chain issues that have arisen and resulted in delays and cost increases, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for the estimated cost of such improvement;

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

SECTION (A) The bond act duly adopted by this Board on December 3, 2019, entitled:

"ACT NO. 247-2019



BOND ACT AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE COUNTY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS."

is hereby amended to read as follows:

ACT NO. -20\_\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE COUNTY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,500,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted \_\_\_\_\_, 20\_\_\_\_)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, an Intermunicipal Agreement between the County and the Village of Mamaroneck, and to the provisions of other laws applicable thereto; \$2,500,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the County's share of the cost of a flood mitigation project in the above-referenced municipalities as described in said



municipalities' Project Applications to the County under the Westchester County Flood Action Program, in particular the reconstruction of the Hillside Avenue bridge in the Village of Mamaroneck, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The total estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$2,500,000. The plan of financing includes the issuance of \$2,500,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the specific object or purpose for which said \$2,500,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a.10 of the Law, is twenty (20) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$2,500,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$2,500,000 as the estimated total cost of the aforesaid objects or purposes is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

SECTION (B) The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

SECTION (C) This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

\* \* \*

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20\_\_\_\_  
with the original on file in my office, and that the same is a correct transcript therefrom and of  
the whole of the said original Act, which was duly adopted by the County Board of Legislators of  
the County of Westchester on                    , 20\_\_\_\_ and approved by the County Executive  
on            , 20\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
corporate seal of said County Board of Legislators  
this    day of            , 20\_\_\_\_.

(SEAL)

The Clerk and Chief Administrative Office of the  
County    Board of Legislators   County of  
Westchester, New York

## LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on December 3, 2019 and amended on \_\_\_\_\_, 20\_\_\_\_ and approved, as amended, by the County Executive on \_\_\_\_\_, 20\_\_\_\_ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the amended Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. \_\_\_\_\_-20\_\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$2,500,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COUNTY'S SHARE OF THE COST OF A FLOOD MITIGATION PROJECT IN THE COUNTY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,500,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$2,500,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on December 3, 2019 and amended on \_\_\_\_\_, 20\_\_\_\_)

object or purpose: to finance the County's share of the cost of flood mitigation projects in the Village of Mamaroneck as described in the Village of Mamaroneck's project applications to the County under the Westchester County flood action program, in particular the reconstruction of the Hillside Avenue Bridge in the Village of Mamaroneck, all as set forth in the County's current year capital budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$2,500,000; twenty (20) years

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

\_\_\_\_\_  
Clerk and Chief Administrative Officer of the County Board  
of Legislators of the County of Westchester, New York

## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> BPL26	<input type="checkbox"/> CBA	<b>Fact Sheet Date:*</b> 08-11-2022
<b>Fact Sheet Year:*</b> 2022	<b>Project Title:*</b> FLOOD MITIGATION	<b>Legislative District ID:</b> 7
<b>Category*</b> BUILDINGS, LAND & MISCELLANEOUS	<b>Department:*</b> PLANNING	<b>CP Unique ID:</b> 2001

### Overall Project Description

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County. This is a general fund, specific projects are subject to a Capital Budget Amendment.

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies                | <input checked="" type="checkbox"/> Infrastructure |
| <input checked="" type="checkbox"/> Life Safety    | <input type="checkbox"/> Project Labor Agreement            | <input type="checkbox"/> Revenue                   |
| <input type="checkbox"/> Security                  | <input checked="" type="checkbox"/> Other(FLOOD MITIGATION) |  |

### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	51,750	20,750	11,000	0	0	0	0	20,000
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	51,750	20,750	11,000	0	0	0	0	20,000

**Expended/Obligated Amount (in thousands) as of :** 6,626

**Current Bond Description:** The current request is to amend the original bond act (247-2019) for the Hillside Avenue Bridge project in the Village of Mamaroneck. Additional funds are required as a result of cost increases due to materials and supply chain issues that have resulted in delays and cost increases. The total funding requested, including both the previous funding and the current request, will remain less than 50% of the total project cost in accordance with the requirements of the Stormwater Management Law.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	1,500,000
Cash:	0
<b>Total:</b>	<b>\$ 1,500,000</b>

### SEQR Classification:

UNLISTED

### Amount Requested:

1,500,000

### Comments:

The project location (Hillside Avenue Bridge in the Village of Mamaroneck) was added to the BPL26 capital project as part of the original bond act (247-2019), which required a CBA. This request is to amend that bond act to add funds to it, not to add funds to the BPL26 capital project. Therefore, this request is not a CBA. The Village classified the project as an Unlisted action and conducted coordinated review in 2019, including the County. The project scope has not changed, and no further environmental review is required.

### Energy Efficiencies:

**Appropriation History:**

Year	Amount	Description
2009	5,400,000	MAMARONECK AND SHELDRAKE RIVERS BASIN FLOOD DAMAGE REDUCTION STUDY; FOUR LOCAL MUNICIPAL FLOOD PROJECTS
2012	5,000,000	FLOOD MITIGATION PROJECTS TO BE DETERMINED
2013	5,000,000	FLOOD RELATED PROJECTS
2015	150,000	DESIGN OF A STUDY FOR A COUNTYWIDE SYSTEM OF STREAM AND STORM GAUGES
2016	5,000,000	CONTINUATION OF THIS PROJECT
2021	200,000	DESIGN AND INSTALLATION OF A MAINTENANCE GATE AT SPRAIN BROOK, YONKERS
2022	11,000,000	THE US ARMY CORPS OF ENGINEERS' PROJECT IN THE VILLAGE OF MAMARONECK/SHELDRAKE AND MAMARONECK RIVERS

**Total Appropriation History:**

31,750,000

**Financing History:**

Year	Bond Act #	Amount	Issued	Description
09	79	900,000	899,501	FLOOD MITIGATION STUDY: MAM'K & SHELDRAKE RIVERS BASIN
09	140	2,441,625	2,441,625	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY
17	11	2,974,875	2,502,239	COUNTY PORTION OF FLOOD MITIGATION PROJECT IN COUNTY (AMMENDED)
18	171	70,000	0	FUNDING FOR AN ENGINEERING STUDY TO DEVELOP A SOLUTION FOR FLOODING IN RYE BROOK, AVON CIRCLE AREA
19	108	300,000	123,508	INITIAL DESIGN OF PROJECT TO MITIGATE FLOODING ALONG THE HUTCHINSON RIVER
19	247	1,000,000	0	RECONSTRUCT THE HILLSIDE AVENUE BRIDGE IN THE VILLAGE OF MAMARONECK
21	171	350,000	0	FLOOD MITIGATION-TOWN OF NEW CASTLE (UNIQUES ID# 1694)
21	175	270,000	0	FLOOD MITIGATION-YONKERS (UNIQUES ID# 1692)
22	85	130,000	0	FLOOD MITIGATION-DOBBS FERRY (UNIQUES ID# 1948)

**Total Financing History:**

8,436,499

**Recommended By:**

Department of Planning  
WBB4

Date  
10-26-2022

Department of Public Works  
RJB4

Date  
10-27-2022

Budget Department  
LMY1

Date  
11-01-2022

Requesting Department  
WBB4

Date  
11-01-2022

## FLOOD MITIGATION ( BPL26 )

**User Department :** Planning

**Managing Department(s) :** Planning ;

**Estimated Completion Date:** TBD

**Planning Board Recommendation:** Project approved in concept but subject to subsequent staff review.

### **FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Est Ult Cost	Appropriated	Exp / Obl	2022	2023	2024	2025	2026	Under Review
Gross	51,750	20,750	6,626	11,000					20,000
Non County Share									
Total	51,750	20,750	6,626	11,000					20,000

### **Project Description**

This project is intended to provide a share of the cost of funding flood mitigation projects that are proposed by local municipalities and approved by the County. This is a general fund, specific projects are subject to a Capital Budget Amendment.

### **Current Year Description**

The current year request funds The US Army Corps of Engineers' project in the Village of Mamaroneck/Sheldrake and Mamaroneck rivers.

### **Current Year Financing Plan**

Year	Bonds	Cash	Non County Shares	Total
2022	11,000,000			11,000,000

### **Impact on Operating Budget**

The impact on the Operating Budget is the debt associated with the issuance of bonds.

### **Appropriation History**

Year	Amount	Description	Status
2009	5,400,000	Mamaroneck and Sheldrake Rivers basin flood damage reduction study; Four local municipal flood projects	COMPLETE
2012	5,000,000	Flood Mitigation Projects to be Determined	PARTIALLY IN PROGRESS
2013	5,000,000	Flood related projects	AWAITING BOND AUTHORIZATION
2015	150,000	Design of a study for a countywide system of stream and storm gauges	AWAITING BOND AUTHORIZATION
2016	5,000,000	Continuation of this project	AWAITING BOND AUTHORIZATION
2021	200,000	Design and installation of a maintenance gate at Sprain Brook, Yonkers	AWAITING BOND AUTHORIZATION
Total	20,750,000		

### **Prior Appropriations**

	Appropriated	Collected	Uncollected
Bond Proceeds	20,750,000	6,009,371	14,740,629
Total	20,750,000	6,009,371	14,740,629



# FLOOD MITIGATION ( BPL26 )

## Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
79 09	900,000	12/02/10	358,000	499
		12/02/10	(358,000)	
		11/30/11	522,141	
		11/30/11	77,859	
		11/19/15	250,434	
		11/19/15	48,566	
		11/19/15	501	
140 09	2,441,625	10/24/12	740,494	
		10/24/12	75,506	
		10/24/12	6,240	
		12/10/13	852,989	
		12/10/13	104,011	
		12/10/13	2,925	
		11/19/15	334,212	
		11/19/15	64,813	
		11/19/15	669	
		12/15/16	259,766	
11 17	2,974,875	12/15/17	31,948	472,636
		12/15/17	5,866	
		12/15/17	50	
		12/15/17	29,606	
		12/15/17	5,436	
		12/15/17	46	
		12/10/18	660,625	
		12/10/19	959,846	
		12/10/19	189,546	
		12/10/19	117,641	
		12/10/19	23,231	
		04/30/20	478,398	
171 18	70,000			70,000
108 19	300,000			300,000
247 19	1,000,000			1,000,000
171 21	350,000			350,000
175 21	270,000			270,000

AN ACT authorizing the County of Westchester to amend the existing intermunicipal agreement with the Village of Mamaroneck in order to increase the County's contribution toward a flood mitigation project.

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

**Section 1.** The County of Westchester (the "County") is hereby authorized to amend the existing intermunicipal agreement (the "IMA") with the Village of Mamaroneck (the "Village") in order to reflect an additional County contribution of \$1,365,429.24 towards a Flood Mitigation project in the Village to reconstruct the Hillside Avenue Bridge (the "Project") as follows:

<b>Original Project Cost</b>	<b>Original Municipal Share</b>	<b>Original County Share</b>	<b>Original County Admin Cost</b>
\$2,000,000	\$1,000,000	\$1,000,000	\$0
<b>Revised Project Cost</b>	<b>Revised Municipal Share</b>	<b>Revised County Share</b>	<b>Revised County Admin Costs</b>
\$5,214,429.24	\$2,849,000	\$2,365,429.24	\$134,570.76

**§2.** The County Executive or his authorized designee is empowered to execute any and all documents necessary and appropriate 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

**THE VILLAGE OF MAMARONECK**, a municipal corporation of the State of New York, having an office and place of business at 123 Mamaroneck Avenue, Mamaroneck, New York, 10543

(hereinafter referred to as the “Municipality”).

**WITNESSETH:**

**WHEREAS**, on or about January 6, 2021, the County and the Municipality entered into an agreement pursuant to which the County agreed to contribute up to \$1,000,000.00 toward a flood mitigation project in the Village of Mamaroneck to reconstruct the Hillside Avenue Bridge to be undertaken by the Municipality (the “Project”), the total cost of which was estimated to be \$2,000,000.00, with the balance of funding to be contributed by the Municipality (the “Agreement”); and

**WHEREAS**, as a result of cost increases due to materials and supply chain issues that have resulted in delays, additional funds are now required to complete the Project; and

**WHEREAS**, total project costs have increased from \$2,000,000.00 to an estimated \$5,214,429.24, an increase of over \$3,000,000.00; and

**WHEREAS**, the Municipality has received a grant from New York State in the amount of \$2,849,000 for the Project; and

**WHEREAS**, the Municipality has requested additional County funding up to a total maximum of \$2,365,429.24, representing no more than one-half of the cost of the total increase of the Project; and

**WHEREAS**, the parties now desire to amend the Agreement in order to increase the amount of the County's contribution toward the Project by an additional \$1,365,429.24, from an amount not-to-exceed \$1,000,000.00, to an amount not-to-exceed \$2,365,429.24.

**NOW, THEREFORE**, in consideration of the promises and covenants herein, the parties agree as follows:

1. The parties desire to amend the Agreement in order to reflect the County's additional contribution of \$1,365,429.24 toward the Project, from an amount not-to-exceed \$1,000,000.00 to an amount not-to-exceed \$2,365,429.24. Accordingly, the second full paragraph of Section 2.0 of ARTICLE II of the Agreement is hereby deleted in its entirety and the following is substituted in its place:

"The County agrees to finance the design, specification, construction documents and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund up to \$2,365,429.24 for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Project construction costs up to \$5,214,429.24 shall be paid up to fifty (50) percent by the County (up to \$2,365,429.24) and fifty (50) percent by the Municipality; provided, however, should the total Project construction costs be less than \$5,214,429.24, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth."

2. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect upon the parties.

3. 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 agreed and caused this  
Amendment to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Norma Drummond  
Commissioner of Planning

**THE VILLAGE OF MAMARONECK**

By: \_\_\_\_\_  
Name:  
Title:

Approved by the Board of Legislators of the County of Westchester by Act No. \_\_\_\_\_-2022.

Approved by the Village Board of the Municipality on the \_\_\_\_ day of \_\_\_\_\_, 2022

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Sr. Assistant County Attorney  
County of Westchester

K/G/2022 Bonding Spreadsheet/BPL26 Hillside Avenue Bridge/IMA Amendment (VOM) 10-27-22

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

**Signature and Office of individual taking acknowledgment**

**CERTIFICATE OF AUTHORITY**

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

certify that I am the \_\_\_\_\_ of the \_\_\_\_\_, a municipal  
(Title) (the "Municipality")

corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the  
New York Business Corporate 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 the  
\_\_\_\_\_ of the Municipality and that said agreement was  
(Title of such person)

duly signed for and on behalf of said Municipality by authority of its Board of \_\_\_\_\_,  
thereunto duly authorized and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally came  
\_\_\_\_\_, whose signature appears above, to me known,  
and known to me to be the \_\_\_\_\_ of \_\_\_\_\_  
(Title)

\_\_\_\_\_, the Municipality described in and which  
executed the above certificate, who being by me duly sworn did depose and say that he/she, the said  
\_\_\_\_\_ of said Municipality resides at \_\_\_\_\_  
\_\_\_\_\_, and that he/she signed his/her name  
hereto by order of the Board of \_\_\_\_\_ of said Municipality.

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

**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: \_\_\_\_\_ 2023  
White Plains, New York

January 17<sup>th</sup>, 2023

S: JG/10-14-22

Public Safety

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January 23<sup>rd</sup>, 2023  
Committee on:

Budget & Appropriations

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# 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

Title:      Program Administrator

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

Reviewed By: 

Budget Director

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"

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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

DRAFT

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

**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: January 17<sup>th</sup> 2023  
White Plains, New York

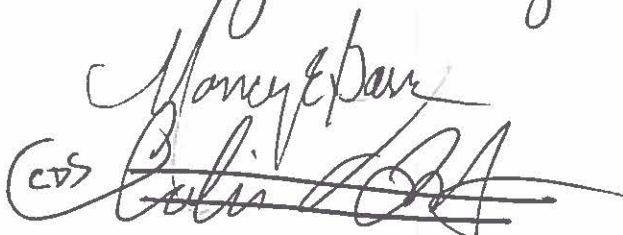
Committee on :

Public Safety

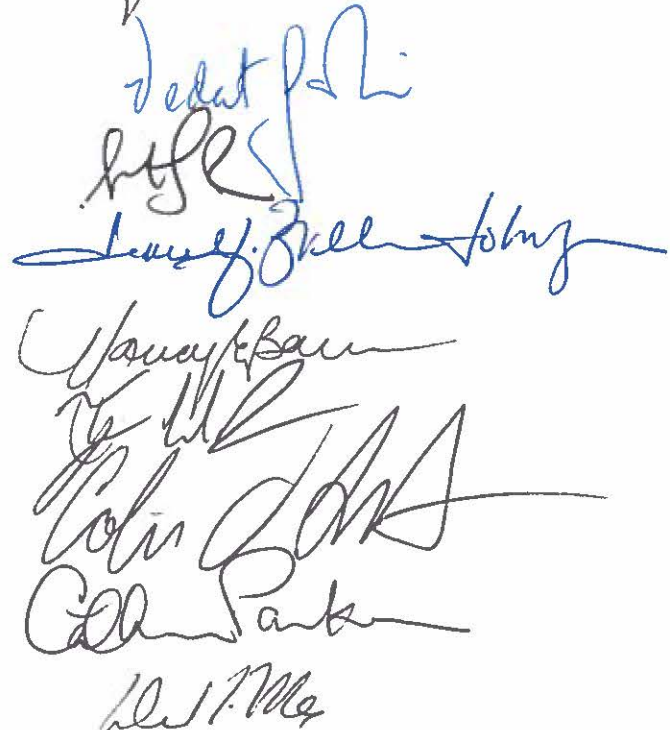


K/jpg 10.26.22

Margaret A. Cio



January 23<sup>rd</sup>  
Budget & Appropriations





# 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: [Signature]

PH

Budget Director

10/31/22

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, 6<sup>th</sup> 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

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

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.

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Deputy Mayor, City of New York

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County Executive, Suffolk County

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Deputy County Executive, Nassau County

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

---

Mayor, City of Yonkers

---

Director of Emergency Management,  
Port Authority NY/NJ

**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.

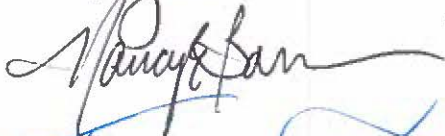
Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required in order to adopt the attached Act.

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

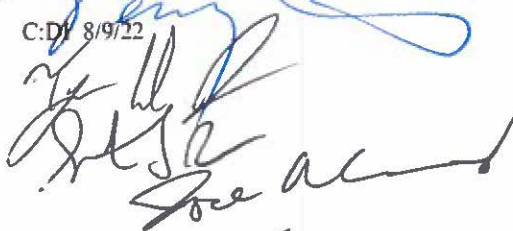
Dated: 2023  
White Plains, New York

January 17<sup>th</sup>, 2023  
Public Safety

  
Margaret A. Cio

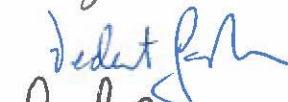
  
Nancy Pan

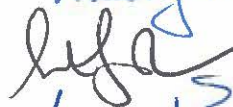
C:DV 8/9/22

  
John H. ...  
See also

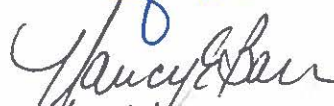
Committee on

January 23<sup>rd</sup>, 2023  
Budget & Appropriations

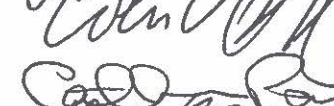
  
Robert ...

  
...

  
...

  
Nancy Pan

  
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# 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  
I/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.

**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.

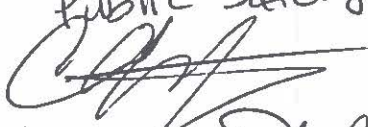
Your Committee is advised by the Department of Planning that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed prisoner transportation does not meet the definition of an "action" and no further environmental review is required. Therefore,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

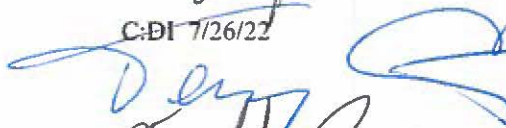
After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

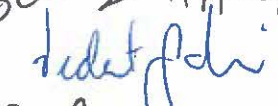
Dated: January 17<sup>th</sup>, 2023  
White Plains, New York

Committee on January 23<sup>rd</sup> 2023

Public Safety  
  
Margaret A. Cyra  
Nancy E. Barr

C:DI 7/26/22

  
David W. A. Cyra  
John A. Cyra  
John A. Cyra

Budget & Appropriations  
  
David W. A. Cyra  
Nancy E. Barr  
John A. Cyra  
John A. Cyra  
John A. Cyra  
John A. Cyra  
John A. Cyra



# 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

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/I27680/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.

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- 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:
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  - 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.

**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: , 2023

White Plains, New York

January 17<sup>th</sup>, 2023 Committee on:

Public Safety

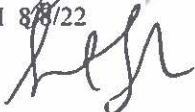
  
Margaret A. Goss

  
Nancy B. Bann

  
Henry J. Bann

  
J. H. Bann

C:DI 8/8/22

  
J. H. Bann

  
J. H. Bann

January 23<sup>rd</sup>, 2023

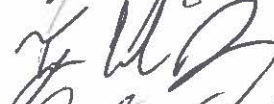
Budget & Appropriations

  
J. H. Bann

  
J. H. Bann

  
J. H. Bann

  
J. H. Bann

  
J. H. Bann

  
J. H. Bann

  
J. H. Bann

  
J. H. Bann



# 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: [Signature]

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](http://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.

**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: January 17<sup>th</sup>, 2023  
White Plains, New York

Committee on January 23<sup>rd</sup>, 2023

Public Safety

Budget & Appropriations

*[Signature]*  
Magaret A. Cyo  
C/DI 5/6/22  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
Henry Zelle  
Mancyl Bar  
Catherine  
*[Signature]*



# 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

11/10/22

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 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.

**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.

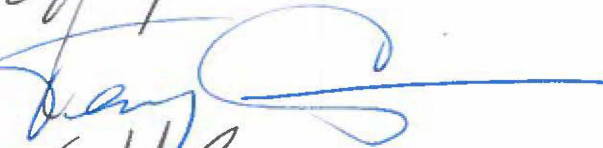
After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: 2023  
White Plains, New York

Committee on  
January 17<sup>th</sup>, 2023  
Public Safety

  
Margaret A. Cypriano

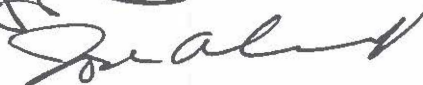
Nancy E. Barr







C:DI 5/11/22



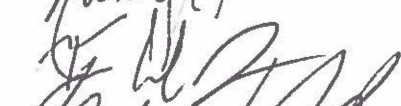
January 23<sup>rd</sup>, 2023  
Budget & Appropriations

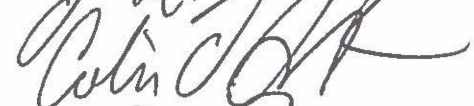




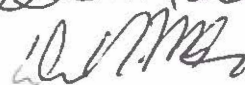
James J. Ziller

Nancy E. Barr









# 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

11/10/22

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 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

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 known to be the \_\_\_\_\_,  
(title)  
of \_\_\_\_\_ 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.

**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: January 17<sup>th</sup>, 2023  
White Plains, New York

Committee on January 23<sup>rd</sup>, 2023

Public Safety

Margaret A. Cio

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Budget & Appropriations

Vedat Fathi

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

jpg/10-25-22



Dated: January 23<sup>rd</sup>, 2023

White Plains, New York

*The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.*

Budget and Appropriations

A handwritten signature in black ink, appearing to read "Catherine Boy". The signature is written in a cursive, flowing style.

# FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - Hendrick Hu ☒ 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

ACT NO. 2022 - \_\_\_\_\_

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

**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: January 17<sup>th</sup>, 2023  
White Plains, New York



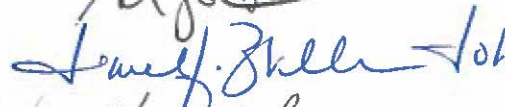
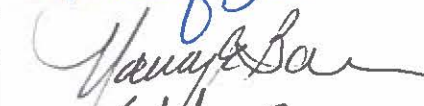


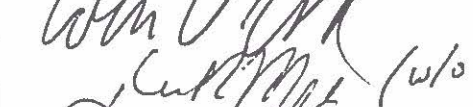
Committee on January 23<sup>rd</sup>, 2023

Public Safety

  
  
  
Margaret A. Cio  
James Bar

K:MB.10.2022

Budget & Appropriations

  
  
James J. Zellerbach  
James Bar  
  
  
  
Curtis M. (w/o prejudice)  
  


Dated: January 23<sup>rd</sup>, 2023  
White Plains, New York

*The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.*

**Budget and Appropriations**

A handwritten signature in black ink, appearing to read "Catherine By". The signature is written in a cursive, flowing style.

# 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.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.

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.

Reference JAG 2022

**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: January 17<sup>th</sup>, 2023  
White Plains, New York

Committee on: January 23<sup>rd</sup>, 2023

Public Safety

Napaul A. Cyro  
Sefor

~~Ben~~  
Z. H. R.  
Nancy E. Barr

Budget & Appropriations

David J. Lohr  
Terry J. Green

Nancy E. Barr  
Z. H. R.  
Adin O. H.  
Cohen Park  
David H. R.  
Sefor

Dated: January 23<sup>rd</sup>, 2023  
White Plains, New York

*The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.*

**Budget and Appropriations**

A handwritten signature in black ink, appearing to read "Catherine Smy". The signature is written in a cursive, flowing style.

## 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: 

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, 9<sup>th</sup> floor, White Plains, NY 10601;

**CITY OF YONKERS** ("Yonkers") a municipal corporation of the State of New York having offices at City Hall, 2<sup>nd</sup> 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