

Public Safety Meeting Agenda



Committee Chair: Terry Clements

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

Monday, June 10, 2024

10:00 AM

Committee Room

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

Joint w/ Budget and Appropriations

Legislator Colin Smith will be participating remotely from 1132 Main St. Suite 1, Peekskill, NY 10566.

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

[2024-311](#) **BOND ACT-BDA02-Information Technology '20-'24**

A BOND ACT authorizing the issuance of FIVE HUNDRED EIGHTY-SIX THOUSAND (\$586,000) DOLLARS in bonds of Westchester County to finance Capital Project BDA02 - Information Technology (2020-2024).

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS,
INFORMATION TECHNOLOGY & CYBER SECURITY, PUBLIC SAFETY**

Joint with ITC

Guests: District Attorney Office

Chief Administrator Charles Forzano

IT Chief Jason Carrow

4. 2024-317 AC

[2024-317](#) **ACT-Agreement-WCHCC-Police Recruit Training**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation (WCHCC) whereby WCHCC would grant the County a license to allow the Department of Public Safety to conduct police recruit training on WCHCC's premises located at 100 Woods Road in Valhalla for a five-year term at no cost to the County.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guest: Department of Public Safety
Captain Jeffrey Weiss

[2024-321](#) **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 within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed TWO HUNDRED TWELVE THOUSAND, EIGHT HUNDRED SEVENTEEN (\$212,817) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests: Department of Correction
Assistant Warden Karl Vollmer
Chief Administrator Bill Fallon

[2024-322](#) **IMA-Prisoner Transportation-Yonkers**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of Yonkers in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025 for a total amount not to exceed SIX HUNDRED FORTY-SIX THOUSAND, FOUR HUNDRED (\$646,400) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests: Department of Correction
Assistant Warden Karl Vollmer
Chief Administrator Bill Fallon

[2024-323](#) **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 within the period from January 1, 2024 through December 31, 2025 for a total amount not to exceed SIX HUNDRED EIGHTY-NINE THOUSAND, TWENTY-SEVEN (\$689,027) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests: Department of Correction
Assistant Warden Karl Vollmer
Chief Administrator Bill Fallon

[2024-324](#) **IMA-Prisoner Transportation-Peekskill**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the City of Peekskill in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed FOUR HUNDRED THIRTY-THREE THOUSAND (\$433,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests: Department of Correction
Assistant Warden Karl Vollmer
Chief Administrator Bill Fallon

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

Westchester County

George Latimer
County Executive

May 24, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of Five Hundred Eighty-Six Thousand (\$586,000.00) dollars, to finance the following capital project:

BDA02 – Information Technology (2020-2024) ("BDA02").

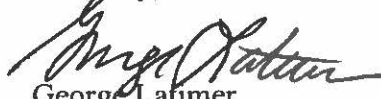
The Bond Act, in the amount of Five Hundred Eighty-Six Thousand (\$586,000.00) dollars, would fund the purchase, upgrade and maintenance of equipment, software and systems to support the technology needs of the District Attorney's Office ("District Attorney's Office") at various locations.

As the chief law enforcement officer of Westchester County, the Westchester County District Attorney is responsible for the investigation and prosecution of all crimes and offenses committed in the County. This project will enable the District Attorney's Office to carry out this mandate by continuing to allow for the purchase, upgrade and maintenance of equipment, software and systems to support the various District Attorney's Office locations throughout the County. This project includes, but is not limited to, the upgrade of hardware and software for forensics, surveillance, security systems, server and storage equipment, networking equipment, desktops systems, off the shelf and proprietary software applications, peripherals and hand-held devices.

It should be noted that your Honorable Board has previously authorized financing in connection with four (4) prior components of project BDA02, as indicated in the annexed fact sheet.

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

Sincerely,



George Latimer
Westchester County Executive

GL/MR/CF/jpg/nn
Attachments

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”), in the amount of \$586,000.00, to finance capital project BDA02 – Information Technology (2020-2024) (“BDA02”).

Your Committee is advised that the proposed Bond Act, which was prepared by the law firm Harris Beach PLLC, would fund the purchase, upgrade and maintenance of equipment, software and systems to support the technology needs of the District Attorney’s Office (“District Attorney’s Office”) at various locations.

Your Committee is advised that, as the chief law enforcement officer of Westchester County, the Westchester County District Attorney is responsible for the investigation and prosecution of all crimes and offenses committed in the County. This project will enable the District Attorney’s Office to carry out this mandate by continuing to allow for the purchase, upgrade and maintenance of equipment, software and systems to support the various District Attorney’s Office locations throughout the County. This project includes, but is not limited to, the upgrade of hardware and software for forensics, surveillance, security systems, server and storage equipment, networking equipment, desktops systems, off the shelf and proprietary software applications, peripherals and hand-held devices.

It should be noted that your Honorable Board has previously authorized financing in connection with four (4) prior components of project BDA02 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project may be 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 environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

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 proposed Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: _____, 2024
White Plains, New York

cjjpg/05.13.2024

COMMITTEE ON

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BDA02

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	\$	586,000	PPU	5	Anticipated Interest Rate	3.05%
Anticipated Annual Cost (Principal and Interest):	\$	129,709				
Total Debt Service (Annual Cost x Term):	\$	648,545				
Finance Department:	Interest rates from May 22, 2024 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: 6

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 5/23/24


Reviewed By: 

5/23/24

Budget Director

Date: 5/23/24

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

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

DATE: May 17, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BDA02 INFORMATION TECHNOLOGY (2020-2024)**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 05-05-2024 (Unique ID: 2550)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no 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.
-

COMMENTS: None.

DSK/dvw

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Michael Lipkin, Associate Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$586,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF EQUIPMENT AND FURNISHINGS FOR THE DISTRICT ATTORNEY'S OFFICES LOCATED THROUGHOUT THE COUNTY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$586,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$586,000 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, \$586,000 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 and furnishings for the District Attorney's offices located throughout the County, including software and systems; 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 estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$586,000. The plan of financing includes the issuance of \$586,000 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 class of objects or purposes for which bonds authorized by this resolution is to be issued within the limitations of Section 11.00 a. 32 of the Law, is five (5) 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 \$586,000. 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. 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 \$586,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE ACQUISITION OF EQUIPMENT AND FURNISHINGS FOR THE DISTRICT ATTORNEY'S OFFICES LOCATED THROUGHOUT THE COUNTY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$586,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$586,000 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: the acquisition of equipment and furnishings for the District Attorney's offices located throughout the County, including software and systems; 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: \$586,000; five (5) 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

Project ID:* BDA02	<input type="checkbox"/> CBA	Fact Sheet Date:* 05-02-2024
Fact Sheet Year:* 2024	Project Title:* INFORMATION TECHNOLOGY (2020-2024)	Legislative District ID:
Category* BUILDINGS, LAND & MISCELLANEOUS	Department:* DISTRICT ATTORNEY	CP Unique ID: 2550

Overall Project Description

This project will fund the purchase, upgrade and maintenance of equipment, software and systems. This project includes, but is not limited to the upgrade of hardware and software for forensics, surveillance, security systems, server and storage equipment, networking equipment, desktop systems, off the self and proprietary software applications, peripherals and hand-held devices.

- | | | |
|--|--|---|
| <input type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies | <input 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	2024	2025	2026	2027	2028	Under Review
Gross	2,526	1,940	586	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	2,526	1,940	586	0	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 1,342

Current Bond Description: This request for \$586,000 represents the fifth phase of this project and will allow the District Attorney's Office to continue to purchase, upgrade and maintain equipment, software and systems to support the needs of the District Attorney's Offices located throughout the County.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	586,000
Cash:	0
Total:	\$ 586,000

SEQR Classification:

TYPE II

Amount Requested:

586,000

Expected Design Work Provider:

- County Staff Consultant Not Applicable

Comments:

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2020	500,000	UPGRADE OF THE EMAIL SYSTEM, SERVERS, FORENSIC, SURVEILLANCE EQUIPMENT AND STORAGE SPACE
2021	710,000	PURCHASE OF LICENSE PLATE READER STORAGE AND BACKUP SYSTEMS
2022	355,000	FUNDS CONTINUATION OF THIS PROJECT
2023	375,000	CONTINUATION OF THIS PROJECT
2024	586,000	UPGRADE OF PRODUCTION AND DISASTER RECOVERY STORAGE EQUIPMENT AND HARDWARE REPLACEMENTS

Total Appropriation History:

2,526,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
20	14	500,000	474,513	FIRST PHASE OF UPGRADES TO TECHNOLOGY EQUIPMENT, SOFTWARE, AND SYSTEMS FOR DA'S OFFICE
21	39	710,000	618,942	UPGRADES TO TECHNOLOGY EQUIPMENT, SOFTWARE, AND SYSTEMS FOR DA'S OFFICE
21	207	355,000	208,605	THIRD PHASE OF UPGRADES TO TECHNOLOGY EQUIPMENT, SOFTWARE, AND SYSTEMS FOR DA'S OFFICE
23	155	375,000	168,884	UPGRADES TO TECHNOLOGY EQUIPMENT, SOFTWARE, AND SYSTEMS FOR DA'S OFFICE

Total Financing History:

1,940,000

Recommended By:

Department of Planning
MLLL

Date
05-05-2024

Department of Public Works
RJB4

Date
05-06-2024

Budget Department
DEV9

Date
05-10-2024

Requesting Department
CCFN

Date
05-13-2024

INFORMATION TECHNOLOGY (2020-2024) (BDA02)

User Department : District Attorney

Managing Department(s) : District Attorney ;

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	2024	2025	2026	2027	2028	Under Review
Gross	2,526	1,940	1,342	586					
Non County Share									
Total	2,526	1,940	1,342	586					

Project Description

This project will fund the purchase, upgrade and maintenance of equipment, software and systems. This project includes, but is not limited to the upgrade of hardware and software for forensics, surveillance, security systems, server and storage equipment, networking equipment, desktops systems, off the shelf and proprietary software applications, peripherals and hand-held devices.

Current Year Description

The current year request funds upgrade of production and disaster recovery storage equipment and hardware replacements.

Current Year Financing Plan

Year	Bonds	Cash	Non County Shares	Total
2024	586,000			586,000

Impact on Operating Budget

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

Appropriation History

Year	Amount	Description	Status
2020	500,000	Upgrade of the email system, servers, forensic, surveillance equipment and storage space	IN PROGRESS
2021	710,000	Purchase of license plate reader storage and backup systems	IN PROGRESS
2022	355,000	Funds continuation of this project	IN PROGRESS
2023	375,000	Continuation of this project	IN PROGRESS
Total	1,940,000		

Prior Appropriations

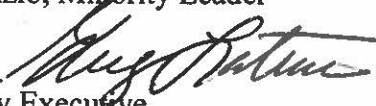
	Appropriated	Collected	Uncollected
Bond Proceeds	1,940,000	1,207,904	732,096
Total	1,940,000	1,207,904	732,096

**INFORMATION TECHNOLOGY (2020-2024)
(BDA02)**

Bonds Authorized				
Bond Act	Amount	Date Sold	Amount Sold	Balance
14 20	500,000	12/01/21	320,042	153,750
		12/01/22	23,839	
		12/01/22	2,369	
39 21	710,000	12/01/21	271,068	287,944
		12/01/22	137,339	
		12/01/22	13,649	
207 21	355,000	12/01/22	157,325	182,040
		12/01/22	15,635	
155 23	375,000			375,000
Total	1,940,000		941,267	998,733

May 31, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: **Message Requesting Immediate Consideration: Act – Agreement
w/WCHCC – Police Recruit Training.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Public Safety (“DPS”), to enter into an agreement (the “Agreement”) with the Westchester County Health Care Corporation (“WCHCC”), whereby WCHCC would grant the County a license to allow DPS to conduct police recruit training on WCHCC’s premises located at 100 Woods Road in Valhalla (the “Premises”).

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 30, 2024

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

Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety ("DPS"), to enter into an agreement (the "Agreement") with the Westchester County Health Care Corporation ("WCHCC"), whereby WCHCC would grant the County a license to allow DPS to conduct police recruit training on WCHCC's premises located at 100 Woods Road in Valhalla (the "Premises").

Training will consist of practical exercises, drills, and competency testing on various subjects, including, but not limited to, building searches, officer safety, active shooter response, and general patrol response to police calls involving the interior of buildings. This training is required by the New York State Division of Criminal Justice Services and the Municipal Police Training Council for recruit officers enrolled in the Westchester County Police Academy's sessions of the New York State Basic Course for Police Officers. The Premises are being utilized due to lack of other appropriate space which matches the requirements for this training.

The Agreement with the WCHCC would be for a term commencing upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney, and will continue for a term of five (5) years thereafter. The training will take place on such dates, at such times, and at such specific locations on the Premises as are mutually agreeable to the parties. Although there will be no cost to the County for DPS's use and occupancy of the Premises, the County will be required to indemnify, defend and hold WCHCC harmless from any and all liability in connection with said use, as more fully described in the Agreement, a copy of which is attached.

As you know, Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this agreement.

Based upon the foregoing, I most respectfully recommend approval of the attached Act.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer".

George Latimer
Westchester County Executive

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

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board approve the attached Act which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Public Safety (“DPS”), to enter into an agreement (the “Agreement”) with the Westchester County Health Care Corporation (“WCHCC”), whereby WCHCC would grant the County a license to allow DPS to conduct police recruit training on WCHCC’s premises located at 100 Woods Road in Valhalla (the “Premises”).

Your Committee is advised that training will consist of practical exercises, drills, and competency testing on various subjects, including, but not limited to, building searches, officer safety, active shooter response, and general patrol response to police calls involving the interior of buildings. This training is required by the New York State Division of Criminal Justice Services and the Municipal Police Training Council for recruit officers enrolled in the Westchester County Police Academy’s sessions of the New York State Basic Course for Police Officers. The Premises are being utilized due to lack of other appropriate space which matches the requirements for this training.

The Agreement with the WCHCC would be for a term commencing upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney, and will continue for a term of five (5) years thereafter. The training will take place on such dates, at such times, and at such specific locations on the Premises as are mutually agreeable to the parties. Although there will be no cost to the County for DPS’s use and occupancy of the Premises, the County will be required to indemnify, defend and hold WCHCC harmless from any and all liability in connection with said use, as more fully described in the Agreement, a copy of which is attached.

The Planning Department has advised that the proposed Agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

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

Your Committee has carefully considered and recommends approval of the proposed Act.

Dated: _____, 2024

White Plains, New York

COMMITTEE ON

C/jpg/2024 WCHCC Hold Harmless

FISCAL IMPACT STATEMENT

SUBJECT: Hold Harmless Agreement with WCHC 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: To authorize the County whereby WCHCC would grant the County

a license to allow DPS to conduct police recruit training on WCHCC's Valhalla location.

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: _____

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

Current Year: \$0.00

Next Four Years: \$0.00

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety

Date: April 20, 2024

Reviewed By: 

Budget Director

Date: 5/28/24

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation whereby WCHCC would grant the County a license to allow the Department of Public Safety to conduct police recruit training on WCHCC's premises located at 100 Woods Road in Valhalla for a five-year term at no cost to the County.

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an agreement (the "Agreement") with the Westchester County Health Care Corporation ("WCHCC"), in substantially the form attached hereto, whereby the WCHCC would grant the County a license to allow the County's Department of Public Safety ("DPS") to conduct police recruit training (the "Training") on WCHCC's premises located at 100 Woods Road in Valhalla (the "Premises").

§2. The Agreement would be for a term commencing upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney, and will continue for a term of five (5) years thereafter. The Training will take place on such dates, at such times, and at such specific locations on the Premises as are mutually agreeable to the parties.

§3. There will be no cost to the County for DPS's use and occupancy of the Premises to conduct the Training. However, the County will be required to indemnify, defend and hold WCHCC harmless from any and all liability in connection with said use and occupancy, as more fully described in the Agreement, a copy of which is attached hereto.

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

§5. This Act shall take effect immediately.

LICENSE/HOLD HARMLESS AGREEMENT

THIS LICENSE/HOLD HARMLESS AGREEMENT (the “**Agreement**”) made on the _____ day of _____, 2024 (the “**Effective Date**”), by and between the **WESTCHESTER COUNTY HEALTH CARE CORPORATION**, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Care Center, C-2, Valhalla, New York 10595 (“**Owner**”) and the **COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business at 148 Martine Avenue, White Plains, New York 10601 (the “**County**”).

Recitals

WHEREAS, Owner owns the property commonly known as Westchester Medical Center, located at 100 Woods Road, Valhalla NY (the “**Property**”), whereby the County, through its Department of Public Safety (the “**Department**”), desires to conduct police recruit training at the Property; and

WHEREAS, Owner wishes to grant the County a license to allow the Department to conduct such training at their Property at no cost to the County.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows the Owner and the County desire to enter into this Agreement on the terms and conditions set forth herein.

1. **Term**. The term (the “**Term**”) of this Agreement shall commence upon execution hereof by both parties and approval of same by the Office of the Westchester County Attorney (the “**Effective Date**”), and shall continue for a period of five (5) years from the Effective Date.
2. **Scope**. The Department shall use the Property only for the purposes of police recruit training and for no other purpose (the “**Training**”). The Training shall take place on such dates and at such times as are mutually agreeable to the parties. The Training shall take place at such specific locations on the Property as are mutually agreeable to the parties.
3. **Insurance**. The Department, through the County, is self-insured.
4. **Waiver of Claims and Indemnity**. To the extent not prohibited by law, the County shall indemnify, defend and save harmless OWNER, beneficiaries, trustees, officers, directors, employees and agents from and against any and all liability, claims, damages, costs and expenses including without limitation, reasonable attorney’s fees, resulting from or in connection with the Department’s use and occupancy of the Property which is not caused by the negligence or willful misconduct of OWNER, its employees, agents, or third parties under the direction or control of OWNER. To the extent not prohibited by law, the County waives all claims against OWNER and OWNER Representative and each of their partners, officers, beneficiaries, trustees, directors, employees and agents for injury to persons, damage to property or to any other interest of OWNER sustained by the

Department or any person claiming injury to persons, damage to property or to any other interests of OWNER sustained by the Department, or any person claiming through the Department resulting from any occurrence in or upon the Property which is not caused by the negligence or willful misconduct of OWNER, its employees, agents, or third parties under the direction or control of OWNER. Without limitation, all of the Department's personal property, which may at any time be at the Property, shall be at the Department's sole risk.

5. Removal of Property. End of Term. By the end of the Term of this license, the Department shall have removed all of its property from the Property and shall leave the the Property in a clean condition. If the Department fails to remove its property by the end of the Term, OWNER or OWNER Representative may dispose of said property in such manner as they determine.
6. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of New York and any and all claims arising out of this Agreement shall be brought in an appropriate court of jurisdiction within the County of Westchester.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

Agreed and accepted:

WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____
Name:
Its:

COUNTY OF WESTCHESTER

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

Approved by the Westchester County Board of Legislators by Act No. 2024-____ on the ____ day of _____, 2024

Approved by the Westchester County Board of Acquisition and Contract at a meeting duly held on the ____ day of _____, 2024.

Approved:

Sr. Assistant County Attorney
County of Westchester

CORPORATE ACKNOWLEDGMENT

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

On this ____ day of _____, 2024, before me personally came _____, to me known, and known to me to be the _____, of the Westchester County Health Care Corporation, the 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 _____, New York and that he is the _____ of said corporation and that he signed his name thereto by like order.

Notary Public

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 _____
(Name of 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)

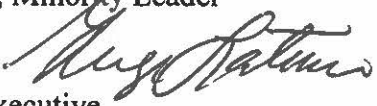
STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary
Public in and for said State, _____ personally appeared, personally
known to me or proved to me on the basis of satisfactory evidence to be the officer described in and
who executed the above certificate, who being by me duly sworn did depose and say that he/she
resides at _____, and he/she is an officer
of said corporation; that he/she is duly authorized to execute said certificate on behalf of said
corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

May 31, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

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

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

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

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 28, 2024

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

Dear Honorable Members of the Board of Legislators:

Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester (“County”) is required to transport at its own expense prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County of Westchester to enter into an intermunicipal agreement (“IMA”) with the Town of Greenburgh (“Greenburgh”) for the term commencing January 1, 2024 and expiring December 31, 2025 in order to reimburse to Greenburgh an amount not to exceed \$105,355.00 in 2024 and an amount not to exceed \$107,462.00 in 2025 for a total not to exceed amount of \$212,817.00. This IMA will allow the County to reimburse Greenburgh for the costs incurred by Greenburgh to transport prisoners who have been arraigned to and from Greenburgh and the Westchester County Jail, located at Valhalla, New York.

Reimbursement to Greenburgh for round trip prisoner transportation in 2024 will be at the following rates: \$287.93 per round trip for eight (8) or fewer prisoners; \$432.52 per round trip for more than eight (8) prisoners; or \$125.57 per hour per police officer where the round trip exceeds two (2) hours in duration. In 2025, Greenburgh will be reimbursed as follows: \$293.68 per round trip for eight (8) or fewer prisoners; \$441.17 per round trip for more than eight (8) prisoners; or \$126.04 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.

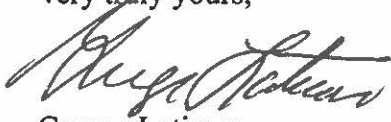
Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900 Email: ceo@westchestercountyny.gov



I believe that this IMA with Greenburgh is in the best interests of the County, and I therefore, recommend that your Honorable Board approve the annexed Act.

Very truly yours,

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

George Latimer
County Executive

GL/MB
Att.

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

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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement (“IMA”) with the Town of Greenburgh (“Greenburgh”) in order to reimburse Greenburgh the annual amount of \$105,355.00 in 2024 and \$107,462.00 in 2025 for a total not to exceed amount of \$212,817.00, for the term commencing January 1, 2024 and expiring December 31, 2025. This IMA will allow the County to reimburse Greenburgh for the costs incurred by Greenburgh to transport prisoners who have been arraigned to and from Greenburgh and the Westchester County Jail.

Your Committee is further advised that reimbursement to Greenburgh for round trip prisoner transportation in 2024 will be at the following rates: \$287.93 per round trip for eight (8) or fewer prisoners; \$432.52 per round trip for more than eight (8) prisoners; or \$125.57 per hour per police officer where the round trip exceeds two (2) hours in duration. In 2025, Greenburgh will be reimbursed as follows: \$293.68 per round trip for eight (8) or fewer prisoners; \$441.17 per round trip for more than eight (8) prisoners; or \$126.04 per hour per police officer where the round trip exceeds two (2) hours in duration. The County

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

The Department of Planning has advised that the proposed IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

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

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

Dated: _____, 2024

White Plains, New York

COMMITTEE ON:

C.MB 4/22/24

FISCAL IMPACT STATEMENT

SUBJECT: Town of Greenburg Prisoner Transport 2024-2025

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 \$ 105,355

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 35-1000-1000-4445

_____ Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2025- \$ 107,462

_____ 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. 2024- _____

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 within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed \$212,817.00.

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 (“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 \$105,355.00 in 2024 and an amount not to exceed \$107,462.00 in 2025 for a total not to exceed amount of \$212,817.00. The IMA will be for the term commencing January 1, 2024 and expiring December 31, 2025.

§2. The County will reimburse Greenburgh for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following rates: \$287.93 per round trip for eight (8) or fewer prisoners; \$432.52 per round trip for more than eight (8) prisoners; or \$125.57 per hour per police officer where the round trip exceeds two (2) hours in duration. For the term January 1, 2025 through December 31, 2025, Greenburgh will be reimbursed at the following rates: \$293.68 per round trip for eight (8) or fewer prisoners; \$441.17 per round trip for more than eight (8) prisoners; or \$126.04 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 _____, 2024

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 Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction 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 2024 shall not exceed ONE HUNDRED FIVE THOUSAND, THREE HUNDRED FIFTY-FIVE (\$105,355.00) DOLLARS and in 2025 shall not exceed ONE HUNDRED SEVEN THOUSAND, FOUR HUNDRED SIXTY-TWO (\$107,462.00) DOLLARS, for a total contract amount for the two-year term of TWO HUNDRED TWELVE THOUSAND, EIGHT HUNDRED SEVENTEEN (\$212,817.00) DOLLARS. The Municipality shall be reimbursed by the County at the following flat rates, which include personnel and mileage expenses:

2024

\$287.93 per round trip - eight (8) or fewer prisoners

\$432.52 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 \$125.57 per hour per police officer.

2025

\$293.68 per round trip - eight (8) or fewer prisoners

\$441.17 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 \$126.04 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, 2024 and shall expire on December 31, 2025. The County or the Municipality may, upon thirty (30) days written notice to the other party, terminate this Agreement in whole or in part when it deems

it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

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. 2024 - ____ adopted by the Westchester County Board of Legislators on _____, 2024, shall not exceed \$212,817.00. 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 _____, 2024.

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 2024 - _____ on the _____ day of _____ 2024.

Approved by the Town Board of the Town of Greenburgh on the _____ day of _____, 2024.

Approved:

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester
K/BARA/DCR/Greenburgh/IMA-2024-25 CON133764

Town Attorney
Town of Greenburgh

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, 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 _____, 2024, 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 - LEO)

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 \$5,000,000 (c.s.1) per occurrence limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 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 \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of \$5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.
- f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of \$5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.
- g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of \$5,000,000.00 per occurrence). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:
 - (i) Misconduct
 - (ii) Abuse (including both physical and sexual)
 - (iii) Molestation

3. All policies of the 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.

May 31, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

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

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Yonkers.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.

Westchester County

George Latimer
County Executive

May 28, 2024

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

Dear Honorable Members of the Board:

Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester ("County") is required to transport, at its own expense, prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Yonkers ("Yonkers") in order to reimburse Yonkers an amount not to exceed \$320,000.00 in 2024, and \$326,400.00 in 2025, for a total amount not to exceed \$646,400.00, for the term commencing January 1, 2024 and expiring December 31, 2025. This IMA will allow the County to reimburse Yonkers for the costs incurred by Yonkers to transport prisoners who have been arraigned to and from Yonkers and the Westchester County Jail located at Valhalla, New York.

Reimbursement to Yonkers in 2024 for round trip prisoner transportation, will be at the following rates: \$214.33 per round trip with two detention officers; \$321.50 per round trip with three detention officers, and \$428.66 per round trip with four detention officers. In 2025, Yonkers will be reimbursed as follows: \$218.62 per round trip with two detention officers; \$327.92 per round trip with three detention officers, and \$437.23 per round trip with four detention officers. Yonkers will also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage reimbursement rate multiplied by the mileage to and from the Westchester County Jail which is agreed to be 16 miles each way. The County will also reimburse Yonkers for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900 Email: ceo@westchestercountyny.gov



I believe that this IMA with Yonkers is in the best interests of the County, and I therefore, recommend that your Honorable Board approve the annexed Act.

Very truly yours,

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

George Latimer
County Executive

GL/mb
Att.

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

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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement (“IMA”) with the City of Yonkers (“Yonkers”) in order to reimburse Yonkers an amount not to exceed \$320,000.00 in 2024 and \$326,400.00 in 2025, for a total aggregate amount not to exceed \$646,400.00, for the term commencing January 1, 2024 and expiring December 31, 2025. This IMA will allow the County to reimburse Yonkers for the costs incurred by Yonkers to transport prisoners who have been arraigned to and from Yonkers and the Westchester County Jail located at Valhalla, New York.

Your Committee is further advised that 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. Reimbursement to Yonkers for prisoner transportation in 2024 will be at the following rates: \$214.33 per round trip with two detention officers; \$321.50 per round trip with three detention officers, and \$428.66 per round trip with four detention officers. In 2025, Yonkers will be reimbursed as follows: \$218.62 per round trip with two detention officers; \$327.92 per round trip with three detention officers, and

\$437.23 per round trip with four detention officers. Yonkers will also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) 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.

The Department of Planning has advised that the proposed IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that 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 Act.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

C:MB 4/2/24

FISCAL IMPACT STATEMENT

SUBJECT: City of Yonkers Prisoner Transport 2024-2025

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 \$ 320,000

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2025- \$ 326,400

To reimburse the municipality for transporting prisoners. Rates will be based on contract rates.

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: N/A

Next Four years: _____

Prepared by: William Fallon



Title: Director Of Administrative Services

Department: Correction

Reviewed By: _____



Budget Director

5/22/24

If you need more space, please attach additional sheets.

ACT NO. 2024- _____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Yonkers in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed \$646,400.00.

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 \$320,000.00 in 2024 and \$326,400.00 in 2025, for a total aggregate amount not to exceed \$646,400.00. The IMA will be for the term commencing January 1, 2024 and expiring December 31, 2025.

§2. The County will reimburse Yonkers for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following rates: \$214.33 per round trip with two detention officers; \$321.50 per round trip with three detention officers, and \$428.66 per round trip with four detention officers. The County will reimburse Yonkers for prisoner transportation for the term January 1, 2025 through December 31, 2025 at the following rates: \$218.62 per round trip with two detention officers; \$327.92 per round trip with three detention officers, and \$437.23 per round trip with four detention officers. 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 sixty-seven cents (\$.67), 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 _____, 2024

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 Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction 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:

2024 - \$214.33 per round trip with two detention officers; \$321.50 per round trip with three detention officers and \$428.66 per round trip with four detention officers;

2025 - \$218.62 per round trip with two detention officers; \$327.92 per round trip with three detention officers and \$437.23 per round trip with four detention officers.

The Municipality shall also be reimbursed for vehicle usage between the City Court of Yonkers and the Westchester County Jail, which is deemed to be sixteen (16) miles each way, at the rate of sixty-seven cents (\$.67) 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, 2024 and shall expire on December 31, 2025. 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. 2024 – ____ approved by the Westchester County Board of Legislators on _____, 2024, in 2024 shall not exceed \$320,000.00, and in 2025 shall not exceed \$326,400.00, for a total aggregate cost to the County pursuant to this Agreement which shall not exceed \$646,400.00. 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 _____, 2024.

THE COUNTY OF WESTCHESTER

THE CITY OF YONKERS

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No. 2024 - ___
on the 23rd day of January, 2023.

Approved by the City Council of the City of Yonkers on the _____ day of _____, 202_.

Approved:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/bara/DCR/24/133818/YONKERS Pris. IMA-2024-5

Corporation Counsel
City of Yonkers

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, 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 _____, 2024, 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 - LEO)

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 \$5,000,000 (c.s.1) per occurrence limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 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 \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of \$5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.
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- g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of \$5,000,000.00 per occurrence). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:
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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.

May 31, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

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

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

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

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

May 28, 2024

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

Dear Honorable Members of the Board:

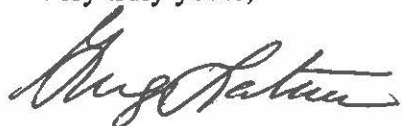
Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester ("County") is required to transport at its own expense prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York. In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of New Rochelle ("New Rochelle") in order to reimburse New Rochelle an amount not to exceed \$337,758.00 in 2024 and \$351,269.00 in 2025 for a total amount not to exceed \$689,027.00 for the term commencing on January 1, 2024 and expiring on December 31, 2025. This IMA will allow the County to reimburse New Rochelle for the costs incurred by New Rochelle to transport prisoners who have been arraigned to and from New Rochelle and the Westchester County Jail, located at Valhalla, New York.

Reimbursement to New Rochelle for round trip prisoner transportation will be at the following rates: \$91.83 per hour per police officer and \$53.87 per hour per community service officer in 2024; and \$94.58 per hour per police officer and \$55.49 per hour per community service officer in 2025. 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 sixty-seven cents (\$.67) 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.

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

Very truly yours,

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

George Latimer
County Executive

GL/mb
Att.

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

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

Your Committee is in receipt of a communication from the County Executive, recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement (“IMA”) with the City of New Rochelle (“New Rochelle”) in order to reimburse New Rochelle in an amount not to exceed \$337,758.00 in 2024 and \$351,269.00 in 2025 for a total amount not to exceed \$689,027.00 for the term commencing on January 1, 2024 and expiring on December 31, 2025. This IMA will allow the County to reimburse New Rochelle for the costs incurred by New Rochelle to transport prisoners who have been arraigned to and from New Rochelle and the Westchester County Jail.

Your Committee is further advised that reimbursement to New Rochelle for hourly wage and fringe benefit costs for round trip prisoner transportation will be at the following rates:

2024	Police Officer	\$91.83 per hour
	Community Service Officer	\$53.87per hour

2025	Police Officer	\$94.58 per hour
	Community Service Officer	\$55.49 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 sixty-seven cents (\$.67) 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.

The Department of Planning has advised that the proposed IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

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

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

Dated: _____, 2024

White Plains, New York

COMMITTEE ON

C:MB 4/22/24

FISCAL IMPACT STATEMENT

SUBJECT: City of New Rochelle Prisoner Transport 2024-2025

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 \$ 337,758

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2025 - \$ 351,269.

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

5/22/24

If you need more space, please attach additional sheets.

ACT NO. 2024- _____

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 within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed \$689,027.00.

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 \$337,758.00 in 2024 and \$351,269.00 in 2025 for a total amount not to exceed SIX HUNDRED EIGHTY-NINE THOUSAND, TWENTY-SEVEN (\$689,027.00) DOLLARS. The IMA will be for the term commencing January 1, 2024 and expiring December 31, 2025.

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

2024	Police Officer	\$91.83 per hour
	Community Service Officer	\$53.87 per hour
2025	Police Officer	\$94.58 per hour
	Community Service Officer	\$55.49 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 sixty-seven cents (\$.67) 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 _____, 2024

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 Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction 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 sixty-seven cents (\$.67) 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, 2024 and shall expire on December 31, 2025. 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 2024 shall not exceed \$337,758.00, and in 2025 shall not exceed \$351,269.00 for a total aggregate cost to the County pursuant to this Agreement which shall not exceed \$689,027 as authorized by Westchester County Board of Legislators by Act No. 2024 - _____ adopted on _____, 2024. 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 _____, 2024.

THE COUNTY OF WESTCHESTER

THE CITY OF NEW ROCHELLE

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No. 2024 - adopted on the _____ day of _____, 2024.

Approved by the City Council of the City of New Rochelle on the _____ day of _____, 2024.

Approved:

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester
k/bara/DCR/24/24-25NR Prisoner Transport IMA CON133766

Corporation Counsel
City of New Rochelle

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, 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 _____, 2024, 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 2024 - 2025**

2024	Police Officer	\$91.83 per hour
	Community Service Officer	\$53.87 per hour
2025	Police Officer	\$ 94.58 per hour
	Community Service Officer	\$55.49 per hour

DRAFT

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS (Municipality - LEO)

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 \$5,000,000 (c.s.1) per occurrence limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 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 \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of \$5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.
- f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of \$5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.
- g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of \$5,000,000.00 per occurrence). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:
 - (i) Misconduct
 - (ii) Abuse (including both physical and sexual)
 - (iii) Molestation

3. All policies of the 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.

May 31, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

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

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 3, 2024 Agenda.

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

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 3, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 28, 2024

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

Dear Honorable Members of the Board of Legislators:

Pursuant to New York State Correction Law sections 500-c and 500-d, the County of Westchester (“County”) is required to transport, at its own expense, prisoners between local municipalities and the Westchester County Jail located at Valhalla, New York (“Westchester County Jail”). In addition, the County is required to provide meals to such prisoners. The County relies on assistance from local municipalities to carry out these functions and by so doing saves taxpayer funds.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement (“IMA”) with the City of Peekskill (“Peekskill”) for the term commencing January 1, 2024 and expiring December 31, 2025 in order to reimburse Peekskill an amount not to exceed \$214,000 in 2024 and an amount not to exceed \$219,000 in 2025, for a total not to exceed amount of \$433,000. This IMA will allow the County to reimburse Peekskill for the costs incurred by Peekskill to transport prisoners who have been arraigned to and from Peekskill and the Westchester County Jail.

The County will reimburse Peekskill for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following hourly rates: \$56.83 per hour with one police officer; \$91.70 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip. The County will reimburse Peekskill for prisoner transportation for the term January 1, 2025 through December 31, 2025 at the following hourly rates: \$57.97 per hour with one police officer; \$93.53 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip. Peekskill will also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage to and from the Westchester County Jail, which is agreed to be 20 miles each way. The County will also reimburse Peekskill for the actual and reasonable cost of meals provided to post-arraignment prisoners.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900 Email: ceo@westchestercountyny.gov



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

Very truly yours,



George Latimer
County Executive

GL/mb

Att.

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

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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which, if adopted, would authorize the County to enter into an intermunicipal agreement (“IMA”) with the City of Peekskill (“Peekskill”) for the term commencing January 1, 2024 and expiring December 31, 2025 in order to reimburse Peekskill in an amount not to exceed \$214,000 in 2024 and \$219,000 in 2025, for a total amount not to exceed \$433,000.00. This IMA will allow the County to reimburse Peekskill for the costs incurred by Peekskill to transport prisoners who have been arraigned to and from Peekskill and the Westchester County Jail.

The County will reimburse Peekskill for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following hourly rates: \$56.83 per hour with one police officer; \$91.70 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip. The County will reimburse Peekskill for prisoner transportation for the term January 1, 2025 through December 31, 2025 at the following hourly rates: \$57.97 per hour with

one police officer; \$93.53 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip.

Your Committee is further advised that 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 \$56.83 to \$93.53 per hour, for a maximum of four hours per officer per round trip. Peekskill will also be reimbursed for vehicle usage between the City Court of Peekskill and the Westchester County Jail, which is agreed to be twenty (20) miles each way, at the rate of sixty-seven cents (\$.67) per mile, or at the then current Internal Revenue Service mileage rate for the term of the IMA. 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 the proposed IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

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

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

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

C:MB 4/29/24

FISCAL IMPACT STATEMENT

SUBJECT: City of Peekskill Prisoner Transport 2024-2025

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 \$ 214,000

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 35-1000-1000-4445

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: 2025- \$ 219,000

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

5/22/24

If you need more space, please attach additional sheets.

ACT NO. 2024- _____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with the City of Peekskill in order to provide reimbursement for prisoner transportation to the Westchester County Jail within the period from January 1, 2024 through December 31, 2025, for a total amount not to exceed \$433,000.00.

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, an amount not to exceed \$214,000.00 in 2024, and an amount not to exceed \$219,000.00 in 2025, for a total not to exceed amount of \$433,000.00. The IMA will be for the term commencing January 1, 2024 and expiring December 31, 2025.

§2. The County will reimburse Peekskill for prisoner transportation for the term January 1, 2024 through December 31, 2024 at the following hourly rates: \$56.83 per hour with one police officer; \$91.70 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip. The County will reimburse Peekskill for prisoner transportation for the term January 1, 2025 through December 31, 2025 at the following hourly rates: \$57.97 per hour with one police officer; \$93.53 per hour with two police officers, up to a maximum of four (4) hours per officer per round trip. Peekskill will also be reimbursed for vehicle usage between the City Court of Peekskill and the Westchester County Jail, which is agreed to be twenty (20) miles each way, at the rate of sixty-seven (\$.67) cents per mile, or at the then current Internal Revenue Service mileage rate for the term of the IMA. Peekskill 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--PEEKSKILL

THIS AGREEMENT, made this _____ day of _____, 2024

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 Services, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction

("Department") for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. The Municipality, where possible, shall hold prisoners for one daily trip to the Westchester County Jail.

2. **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 officer per round trip.

The Municipality shall also be reimbursed for vehicle usage at the rate of sixty-seven cents (\$.67) per mile, or at the then 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.

4. **TERM**: This Agreement shall commence on January 1, 2024 and shall expire on December 31, 2025. 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 the Department. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department. 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 2024 shall not exceed \$214,000, and in 2025 shall not exceed \$219,000, for a total aggregate cost to the County pursuant to this Agreement which shall not exceed \$433,000.00, as authorized by the Westchester County Board of Legislators by Act No. 2024 - _____, adopted on _____, 2024. 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 _____, 2024.

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 2024 - _____ on the _____ day of _____, 2024.

Approved by the City Council of the City of Peekskill on the _____ day of _____, 2024.

Approved
:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/BARA/DCR/Peekskill IMA 2024-5CON134040

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, 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 _____, 2024, 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

2024:

POLICE OFFICER I \$56.83 per hour

POLICE OFFICER II \$91.70 per hour

2025:

POLICE OFFICER I \$57.97 per hour

POLICE OFFICER II \$93.53 per hour

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS
(Municipality - LEO)

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 \$5,000,000 (c.s.1) per occurrence limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: This policy can be utilized to supplement the General Liability policy so as to yield a minimum total combined single limit of \$5,000,000 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 \$5,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage (and can be provided within a Law Enforcement Liability or offered as a stand-alone policy) the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Law Enforcement Liability/Police Liability insurance - The Municipality shall provide proof of such insurance naming the County as additionally insured. (Limits of \$5,000,000 per occurrence). This policy shall include but not be limited to: coverage for moon lighting, assault and battery, excessive force, failure to render medical attention, failed CPR, false arrest, deliberate indifference, misuse of fire arms, Abuse and Molestation, sexual, racial and other forms of harassment and discrimination, auto liability, mistakes resulting in harm.
- f) Professional Liability. The Municipality shall provide proof of such insurance. (Limits of \$5,000,000 per occurrence). This policy can be provided as a stand-alone policy or can be provided within a Law Enforcement Liability policy.
- g) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy, or can be provided within a Law Enforcement Liability policy. (Limits of \$5,000,000.00 per occurrence). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:
 - (i) Misconduct
 - (ii) Abuse (including both physical and sexual)
 - (iii) Molestation

3. All policies of the 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.