

Robert P. Astorino County Executive

May 16, 2012

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

Dear Honorable Members of the Board:

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

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Yonkers ("Yonkers") in order to reimburse the total amount of \$689,114 to Yonkers for the term commencing January 1, 2012 and terminating December 31, 2013. This IMA will allow the County to reimburse Yonkers for the costs it incurs in transporting prisoners who have been arraigned to and from Yonkers and the Westchester County Jail located at Valhalla, New York.

Reimbursement to Yonkers will be at the annual flat rate of \$339,465 in 2012 and \$349,649 in 2013, payable each year in twelve equal monthly installments. This flat rate will include all expenses related to the transportation of prisoners, including, but not limited to, labor costs, mileage and prisoner meals.

The Department of Planning has advised that pursuant to 6 NYCRR 617.5(c)(20) of the State Environmental Quality Review Act ("SEQRA") regulations, the proposed prisoner transportation is a Type II action, involving routine or continuing agency administration, determined to have no significant impact on the environment and requiring no further SEQRA review.

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

Office of the County Executive



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

Very truly yours,
Pobert P. Q toim

Robert P. Astorino County Executive

RPA/DI Att.

TO THE COUNTY BOARD OF LEGISLATORS COUNTY OF WESTCHESTER

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

The County Executive has forwarded legislation, which would authorize the County to enter into an intermunicipal agreement ("IMA") with the City of Yonkers ("Yonkers") in order to reimburse the total amount of \$689,114.00 to Yonkers for the term commencing January 1, 2012 and terminating December 31, 2013. This IMA will allow the County to reimburse Yonkers for the costs it incurs in transporting prisoners who have been arraigned to and from Yonkers and the Westchester County Jail located at Valhalla, New York.

Reimbursement to Yonkers will be at the annual flat rate of \$339,465 in 2012 and \$349,649 in 2013, payable each year in twelve equal monthly installments. This flat rate will include all expenses related to the transportation of prisoners including, but not limited to, labor costs, mileage and prisoner meals.

Your Committee has been advised by the Department of Planning that pursuant to the State Environmental Quality Review Act ("SEQRA") regulations, the proposed prisoner transportation is a Type II action, involving routine or continuing agency administration, determined to have no significant impact on the environment and requiring no further SEQRA review. Therefore, your Honorable Board need take no

further action on this matter pursuant to SEQRA. Your Committee concurs in this conclusion.

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

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

Dated:

, 2012

White Plains, New York

COMMITTEE ON

C:DI 4/16/12

FISCAL IMPACT STATEMENT

SUBJECT: Prisoner Transportation-City of Yonkers 2012-13 NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT (To be completed by operating department and reviewed by Budget Department)			
A) GENERAL FUND AIRPORT SPECIAL REVENUE FUI	ND (Districts)		
B) EXPENSES AND REVENUES			
Total Current Year Cost \$ 339465			
Total Current Year Revenue \$			
Source of Funds (check one): Current Appropriations			
☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ C	Other (explain)		
Identify Accounts: 35-1000-4445			
Potential Related Operating Budget Expenses: Annual Amount \$ 0 Describe: 2013 \$349,649			
5 555.1150.1 <u>45 15 15 15</u>			
Potential Related Revenues: Annual Amount \$			
Describe:			
Anticipated Savings to County and/or Impact on Department Operations:			
Current Year:			
Next Farmusage			
Next Four years:			
			
Prepared by: Pat Kaey Reviewed By:	~~ 4. Jours		
Title: Director Administrative Services Budget D	irector		
Department: Correction			
If you need more space, please attach additional sheets.			





To:

Daniela Infield

Assistant County Attorney

From:

Edward Buroughs

Commissioner

Date:

March 15, 2012

Subject:

SEQR DOCUMENTATION FOR INTERMUNICIPAL AGREEMENTS FOR

THE TRANSPORT OF PRISONERS

In response to your request made on behalf of the Department of Corrections, the Planning Department has reviewed the above referenced action in connection with the State Environmental Quality Review Act and its implementing regulations, 6NYCRR Part 617 (SEQR).

Intermunicipal agreements between the County and local municipalities, whereby the County will reimburse the local municipality for costs incurred associated with the transport of prisoners to and from the local courthouse and the Westchester County Jail continue to be classified as a Type II action, pursuant to section 617.5(c)(20), "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment." As such, no further environmental review is required.

Please contact my office if you need any additional information regarding this classification.

EEB/cnm

cc: James Robertson, Assistant Chief Deputy County Attorney Karl Vollmer, Assistant Warden, Department of Corrections David Kvinge, Director of Environmental Planning

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

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

Section 1. The County of Westchester (the "County") be and hereby is authorized to enter into an Intermunicipal Agreement ("IMA") with the City of Yonkers ("Yonkers") for the term commencing January 1, 2012 and terminating December 31, 2013, in order to reimburse the municipality for the cost to transport prisoners round trip between Yonkers and the Westchester County Jail located at Valhalla, New York.

- §2. The County will reimburse Yonkers at the annual flat rate of \$339,465 in 2012 and \$349,649 in 2013, payable each year in twelve equal monthly installments, for a total amount of \$689,114 for the term of the contract. The flat rate shall include all expenses related to the transportation of prisoners including, but not limited to, labor costs, mileage and prisoner meals.
- §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 A CIDEDWINE 1 11		
1 11 .	THIS AGREEMENT, made this day of, 2012		
by and betw	een:		
	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 prisone	r transportation.		
	NOW, THEREFORE, in consideration of the terms and conditions herein		
contained, th	e County and the Municipality agree as follows:		

- 1. PRISONER TRANSPORTATION: 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 shall provide required meals to prisoners transported pursuant to this Agreement. 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 in the annual amount of THREE HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED SIXTY-FIVE (\$339,465) DOLLARS in 2012 and THREE HUNDRED FORTY-NINE THOUSAND SIX HUNDRED FORTY-NINE (\$349,649) DOLLARS in 2013, payable each year in twelve equal monthly installments, for a total contract amount of SIX HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED FOURTEEN (\$689,114) DOLLARS.

This annual flat rate reimbursement amount shall include all expenses related to the transportation of prisoners pursuant to this agreement, which shall include, but not is not limited to, costs for personnel, mileage and prisoner meals.

3. TERM: This Agreement shall commence on January 1, 2012 and shall terminate on December 31, 2013. 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. 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 the Resolution approved by the Board of Acquisition and Contract on _______, 2012, shall not exceed \$689,114. 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.

- 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. <u>APPLICABLE LAW</u>: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
8. <u>APPROVALS</u>: 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.

		e County and the Municipality have executed	
this Agreement on the	day of	, 2012.	
THE COUNTY OF WESTC	HECTED		
THE COUNTY OF WESTC	HESTER	THE CITY OF YONKERS	
By:		By:	
Kevin M. Cheverko		(Name)	
Acting Commissione	r of Correction	(Title)	
on theday of, 2	012.	of Legislators by Act No 2012 ontract of the County of Westchester	
on the day of		ontract of the County of Westenester	
Approved by the City Counc	cil of the City of	Yonkers on the day of, 20	12.
Approved as to form and		Approved as to form and	
manner of execution:	r	manner of execution:	
Assistant County Attorney	-)	
The County of Westchester K/I/DCR/YONKERS Pris. IMA-2012			

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)	
) ss.:	
COUNTY OF WESTCHESTER)	
On this day of	
	h executed the within instrument, who being by me
duly sworn did depose and say that he, the said	resides a
and that he is	of said municipal corporation.
	Notary Public County

CERTIFICATE OF AUTHORITY (Municipality)

1,	r other than officer s	,
certify that I am the	r other than officer s	signing contract)
corning that I am the		(Title) of the
	(Nan	ne of Municipality)
(the "Municipality") a corporation duly	organized in good standing under the
(Law under wh Law, Town I	ich organized, e.g., t Law, General Munic	the New York Village ipal Law)
named in the forego	oing agreement that	
· ·		(Person executing agreement)
		f 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
(Tow	n Board, Village Bo	oard, City Council)
thereumo dury auth	onzed, and that such	authority is in full force and effect at the date hereof.
		(Signature)
~		
STATE OF NEW Y	ORK)	
ss.: COUNTY OF WES	TCHESTER)	
On this	day of	, 2012, before me personally came
		gnature appears above, to me known, and know to be the
	of	f
(title)		
me duly sworn did d	lepose and say that l	and which executed the above certificate, who being by he, the said
resides at		, and that he is
the	(title)	of said municipal corporation.
	(iiiie)	
		Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS (MUNICIPALITY)

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

- 2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):
- (a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- (b) Employer's Liability with minimum limit of \$100,000.00.
- (c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:
 - (i) Premises Operations.
 - (ii) Broad Form Contractual.
- (d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.
 - 3. All policies of the Municipality shall be endorsed to contain the following clauses:
- (a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so 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 of Westchester is named as an insured, shall not apply to the County of Westchester.
- (c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (d) Any and all deductibles in the above described insurance polices shall be assumed by and be for the account of, and at the sole risk of, the Municipality.