

44924

DATE: February 23, 2015

TO: Board of Acquisition and Contract

FROM: Ann Marie Berg  
Commissioner of Finance

Kevin M. Cheverko  
Commissioner of Correction

RE: **Resolution authorizing the County of Westchester (the “County”) to enter into an agreement with Key Bank for the provision of an Inmate Release Card program, commencing April 1, 2015 with either party having the right to terminate the agreement upon ninety (90) days prior written notice, in an amount not to exceed \$20,000 per year, and payable pursuant to an approved budget.**

Transmitted herewith is a resolution which, if approved by your Honorable Board will authorize the County of Westchester (the “County”) to enter into an agreement with Key Bank for the provision of an Inmate Release Card program. The program would commence April 1, 2015 with either party having the right to terminate the agreement upon ninety (90) days prior written notice, in an amount not to exceed \$20,000 per year, and payable pursuant to an approved budget.

The County previously contracted for this service with JP Morgan Chase (“Chase”) beginning December 12, 2005. Recently Chase informed the County that it would be exiting this line of prepaid card business. The County then began searching for a new provider. Although the proposed agreement is exempt from the County’s Procurement Policy and Procedures pursuant to Section 3(a)(xx) thereof, three (3) institutions were contacted regarding providing these services, but Key Bank was the only vendor that expressed interest to administer an Inmate Release program.

Thus, authority is hereby requested to authorize the County to enter into an agreement with Key Bank for the provision of the Inmate Release Card Program to replace the current program. The Inmate Release Pay Card Program allows the County to give inmates a debit card upon their release which contains all funds that belong to the Inmate and were previously being held by the County. These funds can also be used by the inmate for commissary purchases while the inmate

is in residence. These funds would have come from several sources – funds that the inmate had on their person when they were initially admitted, funds they might have earned while in residence, and funds that relatives etc. would have made available to the inmate. While the inmate is in residence these funds are tracked to the inmate by the inmate's ID (Jail Identification Number) and the inmate may use these funds for purchases at the Commissary. Upon release, remaining funds must be returned to the inmate. The County has chosen to return the funds via a prepaid debit card. Key Bank will provide the plastic cards and software needed for the County to continue this program. The cards will be branded by MasterCard and the only cost to the County is the purchase of the card stock (\$2.25 – \$2.95 per card). The expiring program had a cost of \$3.50 per card.

The Agreement will include an indemnity provision which states the following:

The [County] shall defend, indemnify and hold [Key Bank] harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) asserted by a third party relating to or arising out of this Master Agreement or any Serve Schedule(s); provided, however, that the Bank shall have no right to be indemnified hereunder for its own bad faith or willful misconduct as determined by a court of competent jurisdiction.

The goal of this agreement is to provide an Inmate Release Card program. The performance by Key Bank will be monitored Department of Correction and Finance staff utilizing regular reports.

Accordingly, we recommend adoption of the annexed Resolution.

**RESOLUTION**

Upon a communication from the Commissioners of Finance and Correction, be it hereby

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to enter into an agreement (the "Agreement") with Key Bank for the provision of an Inmate Release Card program, commencing April 1, 2015 with either party having the right to terminate the agreement upon ninety (90) days prior written notice, in an amount not to exceed \$20,000 per year, and payable pursuant to an approved budget; and be it further

**RESOLVED**, that the Agreement will include an indemnity provision which states the following:

The [County] shall defend, indemnify and hold the [Key Bank] harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) asserted by a third party relating to or arising out of this Master Agreement or any Serve Schedule(s); provided, however, that the Bank shall have no right to be indemnified hereunder for its own bad faith or willful misconduct as determined by a court of competent jurisdiction.

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

Account to be Charged/credited	Year	Fund	Dept	Unit	Object	Dollars
	2015	101	35	1000	4380	\$15,000
	2016	101	35	1000	4380	\$20,000

Budget Funding Year(s) 2015 Start Date 4-1-15 End Date Evergreen  
(must match resolution)

Funding Source Tax Dollars \$20,000  
State Aid  
\$20,000 Federal Aid  
(must match resolution) Other

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/05/2015 - JOMARY VIEIRA, SECRETARY