

**56055**

March 22, 2017

TO: Board of Acquisition and Contract

FROM: George N. Longworth  
Commissioner-Sheriff

RE: Authority to enter into inter-municipal agreements with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law ("Municipality") pursuant to which the Municipality will assist the County in enforcing the Westchester County For-Hire Vehicle Law, Chapter 270 of the Westchester County Administrative Code and its implementing regulations for a term of five (5) years from the date of execution thereof.

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By Act No 48-2017, approved on March 20, 2017, the Westchester County Board of Legislators authorized the County to enter into inter-municipal agreements ("IMAs") with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law ("Municipality") pursuant to which the Municipality will assist the County in enforcing the Westchester County For-Hire Vehicle Law, Chapter 270 of the Westchester County Administrative Code (the "For-Hire Vehicle Law"), for a five (5) year term commencing upon the date of execution thereof. Under section 161.11(1) of the Laws of Westchester County, the authority of your Honorable Board is also required.

As your Honorable Board may know, the County, by Local Law No. 9-1998, added Chapter 270 to the Laws of Westchester County. Chapter 270 regulates the business of transporting passengers in for-hire vehicles in the county, including the licensing of for-hire vehicles, drivers and base stations by the Westchester County Taxi and Limousine Commission (the "Commission"). Chapter 270, *inter alia*, authorizes the Commission, or its designee, to issue summons and notices to any one alleged to have violated Chapter 270. Pursuant to section 800.02 of the Commission's rules and regulations, as amended, the Commission may designate officers of any local police jurisdiction within Westchester County, or other public servants of the Municipality authorized by such Municipality to issue and serve summonses and notices of hearing (referred to herein as "Appearance Tickets"), to enforce the For-Hire Vehicle Law.

Pursuant to the terms of the IMA, the Municipality will assist the County by having its police officers, or other authorized public servants of the Municipality, issue Appearance Tickets to any person, partnership, corporation, or other entity violating the County For-Hire Vehicle Law. The County will prosecute, hear and determine the appearance tickets issued by the Municipality in accordance with the terms of the IMA and the For-Hire Vehicle Law. For the

services rendered by the Municipality, the Municipality will be paid a fee equal to twenty-five percent (25%) of the total penalties collected by the County from the enforcement of Appearance Tickets issued by the Municipality.

It should be noted that pursuant to the terms of the IMA, each party will agree that, except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the other party, to indemnify, defend and hold harmless the other party, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform thereunder by the indemnifying party or third parties under the direction or control of the indemnifying party.

This Agreement will serve a public purpose by enhancing the County's enforcement of the For-Hire Vehicle Law.

The goals and objectives of the IMAs will be to have local municipalities assist the County in enforcing the For-Hire Vehicle Law by issuing appearance tickets for violations of the law in their respective jurisdictions.

The goals and objectives are in the best interests of the County in terms of public safety because there will more enforcement officers dedicated to issuing appearance tickets to violators of the law. The goals and objectives are also in the County's best interests in terms of fiscal responsibility because of the increased revenue the County will receive as a result of the enhanced enforcement efforts.

The goals and objectives of this program will be tracked and monitored by the Commissioner-Sheriff and by the Commission.

This agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a) iii thereof.

A Resolution for your Honorable Board's consideration is annexed hereto.

GNL/CS/jpg  
Attachment

**RESOLUTION**

Upon a communication from the Commissioner-Sheriff of Public Safety, be it hereby

**RESOLVED**, that the County of Westchester, acting by and through its Department of Public Safety, is authorized to enter into inter-municipal agreements (“IMAs”) with one or more Westchester County municipal corporations as defined in Article 5-G of the New York State General Municipal Law ("Municipality"), pursuant to which the Municipality, through its police officers or other public servants of the Municipality authorized by the Municipality to issue summonses and notices of hearing (“Appearance Tickets”), will issue Appearance Tickets to any person, partnership, corporation, or other entity violating the Westchester County For-Hire Vehicle Law, Chapter 270 of the Westchester County Administrative Code, for a five (5) year term commencing upon the date of execution thereof; and be it further

**RESOLVED**, that in consideration for services rendered by the Municipality, the Municipality will be paid a fee equal to twenty-five percent (25%) of the total penalties collected by the County from the enforcement of Appearance Tickets issued by the Municipality; and be it further

**RESOLVED**, that pursuant to the terms of the IMA, each party will agree that, except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the other party, to indemnify, defend and hold harmless the other party, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly or indirectly out of the performance or failure to perform thereunder by the indemnifying party or third parties under the direction or control of the indemnifying party.

**RESOLVED**, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/credited 2017-2021	Fund	Agency	Major Program, Program & Phase or Unit	Revenue	Dollars
	101	38	4000	9581	TBD

Budget Funding Year(s) 2017-2021 Start Date Upon Execution End Date Upon Termination  
(must match resolution)

Funding Source Tax Dollars \_\_\_\_\_  
State Aid \_\_\_\_\_  
\$ TBD Federal Aid \_\_\_\_\_  
(must match resolution) Other TBD Revenue \_\_\_\_\_