

**19561**

June 6, 2011

TO: The Honorable Board of Acquisition and Contract

FROM: George N. Longworth  
Commissioner – Sheriff of Public Safety

RE: Authorization for the County of Westchester to enter into an Agreement with the County of Nassau whereby Westchester County, through its Department of Public Safety, will provide latent print analysis and firearms analysis for the Nassau County Police Department for the period from May 1, 2011 through April 30, 2012, for the fees set forth in the attached fee schedule

By Act No 2011-81, approved on June 6, 2011, the Westchester County Board of Legislators authorized the County of Westchester (the “County”) to enter into an intermunicipal agreement (“IMA”) with the County of Nassau (“Nassau”) pursuant to which the County, through its Department of Public Safety (the “Department”), will provide latent print analysis and firearms analysis for the Nassau County Police Department. Under section 161.11(1) of the Laws of Westchester County, the authority of your Honorable Board is also required.

As your Honorable Board is aware, the Nassau County Crime Lab was recently closed. The Nassau County Police Department has asked the Department for assistance in performing latent print analysis and firearms analysis for them while their lab is shut down. As your Honorable Board may know, the Department operates a Forensic Investigations Unit which provides expert analysis in various forensic disciplines, among them, latent print analysis and firearms analysis. Accordingly, authority is hereby requested for the County, acting by and through the Department, to enter into an IMA with Nassau, pursuant to which the County, through the Department, will provide latent print analysis and firearms analysis for the Nassau County Police Department. In consideration for these services, Nassau will pay the County the fees set forth in the Department’s 2011 Fee Schedule, which is attached hereto. These fees will remain in effect for the full term of the IMA. All fees will be paid on a monthly basis. The term of the IMA will commence retroactive to May 1, 2011 and will continue through April 30, 2012.

This Agreement is exempt from application of the Westchester County Procurement Policy pursuant to Section 3(a)iii thereof, which exempts “transactions or contracts with . . . any state, and any political subdivision, agency or instrumentality thereof.”

The Agreement will serve a public purpose by promoting public safety to the residents of Nassau County by the Westchester County Crime Lab's ability to provide latent print analysis and firearms analysis for criminal case investigation.

The goals and objectives of this Agreement are to provide the residents of Nassau County with timely latent print and firearms analysis services. The goals and objectives are in the best interest of the County in terms of ensuring continued public safety by enhancing law enforcement's ability to solve crimes and keep criminals off the street. The goals and objectives will be tracked and monitored by the Department's Forensic Identification Unit and the County of Nassau Police Department through verbal and written correspondence.

For the reasons set forth above, I most respectfully recommend approval of the attached resolution.

GNL/MD/cs

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/23/2011  
SOMMA, SECRETARY

**RESOLUTION**

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

**RESOLVED**, that the County of Westchester (the "County"), acting by and through its Department of Public Safety (the "Department"), is hereby authorized to enter into an intermunicipal agreement (the "IMA") with the County of Nassau ("Nassau"), pursuant to which the County, through the Department, will provide latent print analysis and firearms analysis for the Nassau County Police Department, for the period from May 1, 2011 through April 30, 2012; and be it further

**RESOLVED**, that in consideration for services to be rendered, Nassau shall pay the County the fees set forth in the Department's 2011 Fee Schedule, which is attached hereto. These fees will remain in effect for the full term of the IMA. All fees will be paid on a monthly basis; and be it further

**RESOLVED**, that the County Executive or his authorized designee is authorized to execute all documents necessary to effectuate the purposes of this resolution.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Revenue	Dollars
101	38	2000	9230	\$138,840.00

Budget Funding Year(s) 2011-2012 Start Date 05/01/2011 End Date 04/30/2012  
 (must match resolution)

Funding Source	Tax Dollars _____
	State Aid _____
<b><u>\$138,840.00</u></b>	Federal Aid _____
(must match resolution)	Other <u>\$138,840.00</u>

Department of Public Safety 2011 Fee Schedule

LATENT PRINT ANALYSIS:

Copy of latent print analysis report and all supporting documents:	\$ .25/page
Certification of reports:	15.00/1-50 pages
Case handling fee:	260.00/case
Evidence Analysis:	140.40/hr.
Report writing, consultations:	140.40/hr.
Court testimony/appearance (portal to portal):	260.00/hr.
Evidence storage fee after first thirty (30) days:	100.00 per day per piece of evidence

FIREARMS ANALYSIS:

Copy of firearms analysis report and all supporting documents:	\$ .25/page
Certification of reports:	15.00/1-50 pages
Case handling fee:	260.00/case
Evidence Analysis:	140.40/hr.
Report writing, consultations:	140.40/hr.
Court testimony/appearance (portal to portal):	260.00/hr.
Evidence storage fee after first thirty (30) days:	100.00 per day per piece of evidence