

31927

To: Board of Acquisition and Contract

From: Kunjlata Ashar, M.D.  
Pathologist/Medical Examiner  
Department of Laboratories and Research

Date: December 17, 2012

Re: Authorization for the County of Westchester to enter into an Agreement with the County of Nassau whereby Westchester County, through its Department of Laboratories and Research, will provide trace evidence analysis for the Nassau County Crime Lab for the period March 1, 2012 through February 28, 2015, for the fees set forth in the attached fee schedule

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On December 12, 2012, 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 Laboratories and Research (the "Department"), will provide trace evidence analysis for the Nassau County Crime Lab. 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 for construction. The Nassau County Medical Examiner asked the Department for assistance in performing trace evidence analysis for them while its lab is shut down. As such, on May 28, 2011, your Honorable Board authorized the County to enter into a one (1) year agreement with Nassau County for trace evidence analysis, but that agreement terminated on February 28, 2012 and the construction at the Nassau County Crime Lab is not yet complete. Accordingly, authority is hereby requested for the County, acting by and through the Department, to enter into an IMA with Nassau County, pursuant to which the County, through the Department, will provide trace evidence analysis for the Nassau County Crime Lab. In consideration for these services, Nassau will pay the County the fees set forth in the Department's 2012-15 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 be retroactive to March 1, 2012 and will continue through February 28, 2015.

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 Forensic Lab’s ability to provide trace evidence analysis for criminal case investigation.

The goals and objectives of this Agreement are to provide the residents of Nassau County with timely forensic trace 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 Forensic Division and the County of Nassau through verbal and written correspondence.

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

KA/jpi

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION  
JOMAR NEIRA, SECRETARY

## RESOLUTION

Upon a communication from the Pathologist-Medical Examiner, Department of Laboratories and Research, be it hereby

**RESOLVED**, that the County of Westchester (the "County"), acting by and through its Department of Laboratories and Research (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 trace evidence analysis for the Nassau County Crime Lab, for the period March 1, 2012 through February 28, 2015; 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 2012-15 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 duly authorized designee be hereby authorized and empowered to execute all documents necessary to accomplish the purposes of this Resolution.

Account to be  
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	31	0010-3100	9067		\$36,000

Budget Funding Year(s) 2012-2015 Start Date 3/1/12 End Date 2/28/15

(must match resolution)

Funding Source

Tax Dollars \_\_\_\_\_

State Aid \_\_\_\_\_

\$ 36,000.

Federal Aid \_\_\_\_\_

(must match resolution)

Other \$36,000 (revenue)

**DEPARTMENT OF LABORATORIES AND RESEARCH**  
**2012-15 FEE SCHEDULE**

**FORENSIC Science Lab**

**FORENSIC SCIENCE**

Copy of results/reports and all supporting documents	\$ .65/page
Certification of reports	15.00/1-50 pages
	25.00/51-250 pages
	50.00/251-1000 pages
	100.00/over 1000 pages
Case handling fee	260.00/case
Evidence Analysis	140.40/hr
Report writing, consultations	140.40/hr/case
Court testimony/appearance (portal to portal)	260.00/hr
Evidence storage fee after report is issued	150.00/month

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/28/2013 - JOMARY VIEIRA, SECRETARY