

#89212

To: Board of Acquisition and Contract

From: Aleksandar Milovanovic, M.D.
Acting Medical Examiner/Pathologist
Department of Laboratories and Research

Date: December 1, 2021

Re: Authorization for the County of Westchester to enter into an Agreement with the County of Nassau whereby the County of Westchester, through its Department of Laboratories and Research, will provide trace evidence analysis for the Nassau County Crime Lab for a term commencing retroactive to March 1, 2021 and continuing through February 29, 2024, payable at the fees set forth in the attached fee schedule.

As your Honorable Board may know, the Nassau County Crime Lab has been closed since 2011 for construction. At that time, the Nassau County Medical Examiner asked the Westchester County Department of Laboratories & Research (the "Department") for assistance in performing trace evidence analysis for them while its lab was shut down. As such, by resolution approved on May 26, 2011, your Honorable Board authorized the County to enter into an agreement with Nassau County for trace evidence analysis for a one (1) year term commencing on March 1, 2011 and continuing through February 28, 2012. Thereafter, by resolution approved on February 28, 2013, your Honorable Board authorized the County to enter into a new three (3) year agreement with Nassau County for trace evidence analysis for the period retroactive to March 1, 2012 through February 28, 2015. Thereafter, by resolution approved on November 13, 2014, your Honorable Board authorized the County to enter into a second three (3) year agreement with Nassau County for trace evidence analysis for the period from March 1, 2015 through February 28, 2018. Most recently, by resolution approved on December 28, 2017, your Honorable Board authorized the County to enter into a third three (3) year agreement with Nassau County for trace evidence analysis for the period from March 1, 2018 through February 28, 2021. This Agreement expired on February 28, 2021. However, we are informed that the construction at the Nassau County Crime Lab is still not complete.

As the previous contract with Nassau has expired, the Nassau County Medical Examiner has again reached out to the Department for assistance in performing trace evidence analysis for an additional three (3) year term. Accordingly, authority is hereby requested for the County of

Westchester (the “County”), acting by and through the Department, to enter into another three (3) year agreement with Nassau County, pursuant to which the County will provide trace evidence analysis for the Nassau County Crime Lab (the “Agreement”). The term of the Agreement will commence retroactive to March 1, 2021 and will continue through February 29, 2024. In consideration for these services, Nassau will pay the County at the fees set forth in the Department’s 2018-21 Fee Schedule, which is attached hereto and made a part hereof. These fees will remain in effect for the full term of the Agreement.

It should be noted that this agreement was previously treated as an IMA because it was thought that we would be assisting Nassau County on a temporary basis only. As such, Board of Legislator approval was required in order to comply with section 119-o of the New York General Municipal Law. However, because the Department has established uniform rates for providing trace evidence analysis, because the services are no longer being provided on a temporary basis, and because the contract provides revenue to the County, we have determined that our relationship with Nassau has changed to a strictly “arms-length” commercial relationship, whereby we are charging them the same rates as we would charge any other customer who pays for such services. As such, the need for BOL approval is no longer necessary.

It should be further noted that pursuant to the terms of the Agreement, each party will agree to defend, at its own expense, indemnify 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 hereunder by the other party or third parties under the direction or control of the other party.

This Agreement is exempt from application of the Westchester County Procurement Policy as the County is not procuring goods or services, but instead is acting as the provider of services to Nassau County.

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/DA/jpg
Attachment

RESOLUTION

Upon a communication from the Acting 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 agreement 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 a term commencing retroactive to March 1, 2021 and continuing through February 29, 2024 (the “Agreement”); 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 2018-21 Fee Schedule, which is attached hereto and made a part hereof. These fees will remain in effect for the full term of the Agreement and all fees will be paid on a monthly basis; and be it further

RESOLVED, that pursuant to the terms of the Agreement, each party will agree to defend, at its own expense, indemnify 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 hereunder by the other party, or third parties under the direction or control of the other party.

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) 2021-2024 Start Date 3/1/21 End Date 2/29/24

(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

2018-2021 FEE SCHEDULE

Forensic Science Lab

Copy of results/reports & all supporting documents	\$.75/pg
Certification of reports	25.00/1-50 pgs
	35.00/51-250 pgs
	65.00/251-1000 pgs
	130.00/over 1,000 pgs
Case handling fee	300.00/case
Evidence analysis	175.00/hr
Report writing, consultations	175.00/hr/case
Court/testimony/appearance (portal to portal)	275.00/hr
Evidence storage fee after report is issued	150.00/month
CD/photos	20.00/CD

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/16/2021 - RAYMOND G. SULKY, SECRETARY