



Office of the District Attorney
County of Westchester

MEMORANDUM

OnBase: [113822]

DATE: June 1, 2026

TO: HONORABLE MEMBERS
BOARD OF ACQUISITION AND CONTRACT

FROM: SUSAN CACACE
DISTRICT ATTORNEY

RE: AUTHORITY FOR THE COUNTY OF WESTCHESTER TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO ACCEPT A GRANT IN AN AMOUNT NOT TO EXCEED \$277,963.00 IN STATE FUNDS, FOR THE DISTRICT ATTORNEY'S OFFICE TO OPERATE THE MOTOR VEHICLE THEFT AND INSURANCE FRAUD PREVENTION PROGRAM, FOR THE PERIOD COMMENCING RETROACTIVELY ON JANUARY 1, 2026 AND CONTINUING THROUGH DECEMBER 31, 2026.

Authority is respectfully requested from your Honorable Board for the County of Westchester (the "County"), acting by and through its Office of the District Attorney (the "District Attorney's Office"), to enter into an agreement with the New York State Division of Criminal Justice Services ("DCJS") to accept a grant in an amount not to exceed \$277,963.00 in state funds (the "Grant Agreement"), for the District Attorney's Office to operate The Motor Vehicle Theft and Insurance Fraud Prevention Program (the "Program"), for the period commencing retroactively on January 1, 2026 and continuing through December 31, 2026. It should be noted that the County will contribute \$357,669.00 in matching funds toward the cost of implementing the Program.

It has been determined that there is a direct relationship between the incidence of motor vehicle theft, motor vehicle insurance fraud, and the cost of motor vehicle insurance premium rates. The Program seeks to provide an integrated means to prevent, deter, and reduce the incidence of motor vehicle theft and motor vehicle insurance fraud by developing, and providing funding for, specialized law enforcement units to combat motor vehicle theft and insurance fraud. The funds to be provided for the Program under the Grant Agreement will enable the District Attorney's Office to operate an Auto Theft Unit (the "Unit") to reduce incidents of motor vehicle thefts and insurance fraud in the County. The Unit will be comprised of a Senior Assistant District Attorney and two Criminal Investigators.

The proposed Grant Agreement will serve a public purpose by providing funds that will enable the District Attorney's Office to operate the Program, including operating the Unit, to reduce incidents of motor vehicle thefts and insurance fraud in the County.

The goal and objective of the proposed Grant Agreement is to provide funds that will enable the District Attorney's Office to operate the Program, including operating the Unit, to reduce incidents of motor vehicle thefts and insurance fraud in the County.

The goal and objective of the proposed Grant Agreement is in the best interests of the County in terms of general welfare and public safety, as providing funds that will enable the District Attorney's Office to operate the Program, including operating the Unit, is anticipated to reduce incidents of motor vehicle thefts and insurance fraud in the County.

The goal and objective of the proposed Grant Agreement will be monitored by the District Attorney's Office and quarterly progress reports will be submitted to DCJS for its review and approval.

Pursuant to the Grant Agreement, the County, as the Contractor, will be required to indemnify the DCJS as follows:

“Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.”

The proposed Grant Agreement with DCJS is not a procurement of goods or services and, as such, is not subject to the County Procurement Policy and Procedures.

I certify that my department, a) has copies of, or access to all applicable laws, rules, regulations, grant applications, and grant agreements (including any master agreement), as well as any guidance or instructions received from the agency making the grant (the “Grant Terms”), b) has reviewed the Grant Terms, c) is aware of and understands all of the Grant Terms, and d) can and will comply with all of the Grant Terms.

Accordingly, I respectfully recommend your Honorable Board's approval of the attached Resolution.

SC/JC/mcz

RESOLUTION

Upon a communication from Susan Cacace, District Attorney, be it hereby:

RESOLVED, that the County of Westchester (the “County”), acting by and through its Office of the District Attorney (the “District Attorney’s Office”), is hereby authorized to enter into an agreement with the New York State Division of Criminal Justice Services (the “DCJS”) to accept a grant in an amount not to exceed \$277,963.00 in state funds (the “Grant Agreement”), for the District Attorney’s Office to operate The Motor Vehicle Theft and Insurance Fraud Prevention Program (the “Program”), for the period commencing retroactively on January 1, 2026 and continuing through December 31, 2026; and be it further

RESOLVED, that the County shall contribute \$357,669.00 in matching funds toward the cost of implementing the Program; and be it further

RESOLVED, that the County, as the Contractor, is authorized to indemnify the DCJS in the Grant Agreement as follows:

“Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.”

; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized and empowered to execute and deliver any instrument and to take any and all actions necessary or appropriate to effect the purposes hereof.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
263	37	B263	9854	T-263	\$277,963
101	37	0010	4912		\$357,669

Budget Funding Year(s) 2026 Start Date 01/01/2026 End Date 12/31/2026
(must match resolution)

Funding Source Tax Dollars: \$357,669
State Aid: \$277,963
\$635,632 Federal Aid: _____
(must match resolution) Other: _____