

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

DRAFT
IMA ON FILE

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which, if approved, would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety (“Department”), to enter into an intermunicipal agreement (“IMA” or “Agreement”) with the Hendrick Hudson School District (“District”), pursuant to which the County will assign two (2) uniformed County Police Officers to act as School Resource Officers (the “SROs”) for the District; one to be assigned to the Hendrick Hudson High School, with additional support, as needed, to the Frank G. Lindsey Elementary School and the Buchanan-Verplanck Elementary School, and the other to be assigned to the Blue Mountain Middle School, with additional support, as needed, to the Furnace Woods Elementary School. (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term of five (5) years, commencing on the first day of school in September, 2023 and will expire on the last day of school in June, 2028 (the “IMA Term”).

Your Committee is advised that the SRO’s duties will consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SROs will include, but shall not be limited to : providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participating and providing guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, supporting arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department’s policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs are not permitted to conduct extended questioning of a student in the School unless the student’s parent/guardian has been contacted and been provided an opportunity to be present.

Your Committee is further advised that the SROs assigned to the Schools will provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September through the last day of school in June of each year of the IMA Term (each, a “School Term”), in accordance with the District’s annual school calendar for each School Term, subject to the following parameters:

- (a) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SROs and the Department complete and expedient access to the Schools.
- (b) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that an SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if an SRO should be absent for more than five (5) consecutive school days, the Department may provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (d) The Department has instructed the SROs to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that an SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days’ notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.
- (f) The SROs shall consult with and coordinate activities through each of the Schools’ principal or designee they have been assigned to.
- (g) The District will coordinate with the SROs and Department to implement informational technology access for the SROs. The SROs shall have access to the Department’s Information Technology System.

In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2023-2024 School Term, a total amount of Three Hundred Thirty-Three Thousand One Hundred Seven and 00/100 (\$333,107.00) Dollars, payable in two (2) equal installments of One Hundred Sixty-Six Thousand Five Hundred Fifty-Three and 50/100 (\$166,553.50) Dollars each;

- (ii) for the 2024-2025 School Term, a total amount of Three Hundred Forty-Two Thousand Two Hundred Sixty-Eight and 00/100 (\$342,268.00) Dollars, payable in two (2) equal installments of One Hundred Seventy-One Thousand One Hundred Thirty-Four and 00/100 (\$171,134.00) Dollars each;
- (iii) for the 2025-2026 School Term, a total amount of Three Hundred Fifty-One Thousand Six Hundred Eighty and 00/100 (\$351,680.00) Dollars, payable in two (2) equal installments of One Hundred Seventy-Five Thousand Eight Hundred Forty and 00/100 (\$175,840.00) Dollars each;
- (iv) for the 2026-2027 School Term, a total amount of Three Hundred Sixty-One Thousand Three Hundred Fifty-One and 00/100 (\$361,351.00) Dollars, payable in two (2) equal installments of One Hundred Eighty Thousand Six Hundred Seventy-Five and 50/100 (\$180,675.50) Dollars each; and
- (v) for the 2027-2028 School Term, a total amount of Three Hundred Seventy-One Thousand Two Hundred Eighty-Nine and 00/100 (\$371,289.00) Dollars, payable in two (2) equal installments of One Hundred Eighty-Five Thousand Six Hundred Forty-Four and 50/100 (\$185,644.50) Dollars each.

For the 2023/2024 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

Your Committee is advised that the District will not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

The Department of Planning has advised that the proposed IMA does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed Act.

Dated: September 13th, 2023

White Plains, New York

Samuel Zell John
Tom DeL...
Sydney Brundor
Vedat Jabli
David...
John Park
Nancy...

K:MB.10.2022

Margaret A. Cyio
Vedat Jabli
Nancy...
Terry...

9/12/2023

Budget & Appropriations

Public Safety

Dated: September 13th, 2023
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Public Safety

Budget and Appropriations

A handwritten signature in black ink, appearing to read "Jeff Rein". The signature is written in a cursive style with a large initial "J" and "R".

Dated: September 12th, 2023

White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Public Safety

Budget and Appropriations

Sydney W. Brandon

Joe Aland

Bill Ricci

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - Hendrick Hur NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 333,107

Total Current Year Revenue \$ 333,107

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 38-2000-1010/9230. Assign two uniformed police officers to act as School

Resource Officers for the District

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: \$0

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \$0

Next Four Years: 2024 Expenses \$342,268 and Revenue \$342,268

2025 Expenses \$351,680 and Revenue \$351,680

2026 Expenses \$361,351 and Revenue \$361,351

2027 Expenses \$371,289 and Revenue \$371,289

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: July 19, 2023

JSB
Reviewed By: Christina Ruppert

Budget Director

Date: 7/27/23

ACT NO. 2023 -169

An ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Hendrick Hudson School District whereby the County will assign two (2) uniformed County police officers to act as School Resource Officers for the District with one to be assigned to the Hendrick Hudson High School, with additional support, as needed, to the Frank G. Lindsey Elementary School and the Buchanan-Verplanck Elementary School, and the other to be assigned to the Blue Mountain Middle School, with additional support, as needed, to the Furnace Woods Elementary School.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”), acting by and through its Department of Public Safety (“Department”), is hereby authorized to enter into an inter-municipal agreement (“IMA” or “Agreement”) with the Hendrick Hudson School District (“District”), pursuant to which the County will assign two (2) uniformed County Police Officers to act as the School Resource Officers (the “SROs”) for the District; one to be assigned to the Hendrick Hudson High School, with additional support, as needed, to the Frank G. Lindsey Elementary School and the Buchanan-Verplanck Elementary School, and the other to be assigned to the Blue Mountain Middle School, with additional support, as needed, to the Furnace Woods Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term of five (5) years, commencing on the first day of school in September, 2023 and expiring on the last day of school in June, 2028 (the “IMA Term”).

§2. The SRO’s duties shall consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SROs will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participating and providing guidance with school

behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs are not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

§3. The SROs assigned to the Schools shall provide services on a full time basis eight (8) hours per day on the days that the School is in session for the period commencing upon the opening of school in September through the last day of school in June of each year of the IMA Term (each, a "School Term"), subject to the following parameters:

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- (b) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency, or for required training.
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- (e) The County will not be obligated to provide the District with any monetary credit for time that an SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the

County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.

- (f) The SROs shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to. The District will coordinate with the SROs and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

§4. In consideration for services rendered, the District will pay the County as follows:

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responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

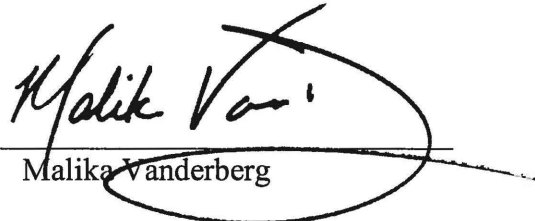
§5. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§6. This Act shall take effect immediately.

STATE OF NEW YORK)
)
WESTCHESTER COUNTY) ss.

I **HEREBY CERTIFY** that I have compared the foregoing Act, Act No. 169 - 2023, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on September 18, 2023, and approved by the County Executive on September 19, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 20th day of September, 2023.



Malika Vanderberg
The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York

