

Public Safety Meeting Agenda



Committee Chair: Terry Clements

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Tuesday, September 24, 2024

4:15 PM

Committee Room

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

Legislator Cunzio will be participating remotely from 770 Commerce St. Thornwood, NY 10594.

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

[2024-430](#)

ACT-Enter into IMAs with Fire Districts to Distribute Equipment to Provide Emergency Medical Intervention Svcs.

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services, to enter into intermunicipal agreements with the Hartsdale Fire District, Greenville Fire District and Fairview Fire District pursuant to which the County will distribute specialized equipment to the Fire Districts for use when providing emergency medical intervention services during incidences of domestic violence extremism as part of mutual aid.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Emergency Services
Commissioner Richard Wishnie
Chief Neil Caputo, Fire Division Director

[2024-447](#) **IMA-Justice Assistance Grant-Yonkers, Mount Vernon, New Rochelle**

AN ACT to authorize the County of Westchester to enter into a four-year intermunicipal agreement with the Cities of Yonkers, Mount Vernon and New Rochelle for the administration of the Edward Byrne Memorial Justice Assistance Grant for 2023.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Public Safety
Lieutenant Charlie Geraci

[2024-448](#) **IMA-RICI System-Putnam, Rockland, Dutchess**

AN ACT authorizing the County of Westchester to enter into intermunicipal agreements with the municipalities located within the County of Westchester, the counties of Putnam, Rockland and Dutchess, and the municipalities located within such counties, whereby the County will provide the counties and municipalities with access to a system called the Westchester County Repository for Integrated Criminalistic Information (RICI System) to allow for the electronic transmission and storage of criminal record and police blotter information.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY AND INFORMATION TECHNOLOGY & CYBERSECURITY

Guests:

Department of Public Safety
Lieutenant Michael Cindrich

[2024-433](#) **IMA-School Resource Officers-Somers Central School District**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Somers Central School District whereby the County will assign four (4) uniformed police officers to act as School Resource Officers for the District for a five (5) year term.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Public Safety
Lieutenant Michael Demaio

[2024-450](#) **ACT-Regional Partnership Agreement-Dutchess & Putnam Counties FY2021**

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2021 Hazardous Materials Grant Program.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Emergency Services
Commissioner Richard Wishnie
Chief Neil Caputo, Fire Division Director

[2024-451](#) **ACT-Regional Partnership Agreement-Dutchess & Putnam Counties FY2022**

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2022 Hazardous Materials Grant Program.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests:

Department of Emergency Services
Commissioner Richard Wishnie
Chief Neil Caputo, Fire Division Director

II. OTHER BUSINESS

III. RECEIVE & FILE

[2024-470](#) **HON. JAMES NOLAN - Proposed Local Law - Prohibit the Use of Mask or Facial Covering**

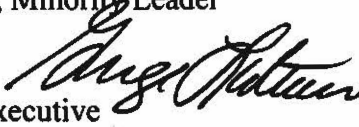
A Local Law to prohibit the use of a mask or facial covering for the purposes of concealing an individual's identity in a public place also known as "The Mask Transparency Act."

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION AND PUBLIC SAFETY

ADJOURNMENT

August 2, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: **Message Requesting Immediate Consideration: Act – Enter into IMAs
with Certain Fire Districts.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators August 5, 2024 Agenda.

Transmitted herewith is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“DES”), to enter into intermunicipal agreements (“IMAs”) with the Hartsdale Fire District, Greenville Fire District and Fairview Fire District (the “Fire Districts”) to distribute specialized equipment to the Fire Districts for use in responding to and providing emergency medical intervention services when combating domestic violence extremism (“DVE”), including active shooter/hostile events (“ASHE”) and complex coordinated attacks (“CCA”).

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for August 2, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

July 31, 2024

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Emergency Services ("DES"), to enter into intermunicipal agreements ("IMAs") with the Hartsdale Fire District, Greenville Fire District and Fairview Fire District (the "Fire Districts") to distribute specialized equipment to the Fire Districts for use in responding to and providing emergency medical intervention services when combating domestic violence extremism ("DVE"), including active shooter/hostile events ("ASHE") and complex coordinated attacks ("CCA").

The County, acting by and through DES, on or about September 26, 2022, entered into a grant agreement (the "Grant Agreement") with the New York State Division of Homeland Security and Emergency Services to accept federal grant funds to, among other things, address equipment, training and planning needs to enhance the County's capability to prevent and respond to terrorist attacks, including combating DVE through ASHE and CCA training.

The Fire Districts participate in the Westchester County Fire Mutual Aid Plan (the "Mutual Aid Plan").

In accordance with the Grant Agreement, DES collaborated with the County Department of Public Safety ("DPS") and the Greenburgh Police Department to research and investigate the ability for law enforcement, fire departments, and emergency medical service agencies to work together to respond to ASHE and CCA.

In addition, DES and DPS conducted awareness training and exercises for first responders to make them more aware of the threats that are faced when responding to ASHE or CCA, as well as the mitigation efforts that can be done to increase survivability of victims to include the use of personal protective equipment ("PPE") by trained first responders.

Also, DES, in collaboration with the DPS and the Town of Greenburgh Police Department, trained first responders from the Fire Districts to act as a rescue task force ("RTF") to provide

emergency medical intervention within the Incident Command System construct in the event of an ASHE or CCA. The RTF, in conjunction with the Greenburgh Police Department, are trained to work as a unit to treat, rescue and evacuate the wounded in the event of a ASHE and CCA.

DES wishes to utilize the grant funds to purchase and distribute to the Fire Districts specialized equipment, including, but not limited to, PPE and active shooter training equipment (“Specialized Equipment”), to be used by the first responders when responding to in-county ASHE or CCA upon request of the event Incident Commander and pursuant to the Mutual Aid Plan.

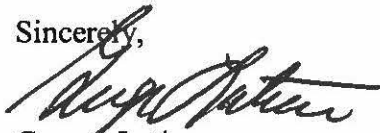
The Specialized Equipment will include protective vests and helmets.

In consideration for the use of the Specialized Equipment, the Fire Districts will agree that the RTF will be available as an in-county resource in the event of a DVE event upon the request of the Incident Commander and pursuant to the terms of the Mutual Aid Plan. The Fire Districts also will agree that they cannot sell or otherwise transfer ownership of the Specialized Equipment and that the County retains ultimate control over the Specialized Equipment. The Fire Districts will agree to be responsible for the maintenance and repair of the Specialized Equipment at their cost and expense. The Fire Districts also will agree that only persons trained in accordance with all federal, state and County requirements and applicable laws and regulations will utilize the Specialized Equipment.

The term of each proposed IMA will commence upon execution and continue in full force and effect for five (5) years with either party having the right to terminate the IMA upon ninety (90) days prior written notice.

I respectfully recommend your Honorable Board’s approval of the attached Act.

Sincerely,



George Latimer
Westchester County Executive

GL/ran
Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which, if adopted, would authorize the County of Westchester (“County”), acting by and through its Department of Emergency Services (“DES”), to enter into an intermunicipal agreements (“IMAs”) the Hartsdale Fire District, Greenville Fire District and Fairview Fire District (the “Fire Districts”) to distribute specialized equipment to the Fire Districts for use in responding to and providing emergency medical intervention services when combating domestic violence extremism (“DVE”), including active shooter/hostile events (“ASHE”) and complex coordinated attacks (“CCA”).

Your Committee is advised that the County, acting by and through DES, on or about September 26, 2022, entered into a grant agreement (the “Grant Agreement”) with the New York State Division of Homeland Security and Emergency Services to accept federal grant funds to, among other things, address equipment, training and planning needs to enhance the County’s capability to prevent and respond to terrorist attacks, including combating DVE through ASHE and CCA training. The Fire Districts participate in the Westchester County Fire Mutual Aid Plan (the “Mutual Aid Plan”).

Your Committee is further advised that, in accordance with the Grant Agreement, DES collaborated with the County Department of Public Safety (“DPS”) and the Greenburgh Police Department to research and investigate the ability for law enforcement, fire departments, and emergency medical service agencies to work together to respond to ASHE and CCA. In addition, DES and DPS conducted awareness training and exercises for first responders to make them more aware of the threats that are faced when responding to ASHE or CCA, as well as the mitigation efforts that can be done to increase survivability of victims to include the use of personal protective equipment (“PPE”) by trained first responders.

Your Committee is further advised that DES, in collaboration with the DPS and the Town of Greenburgh Police Department, trained first responders from the Fire Districts to act as a rescue task force (“RTF”) to provide emergency medical intervention within the Incident

Command System construct in the event of an ASHE or CCA. The RTF, in conjunction with the Greenburgh Police Department, are trained to work as a unit to treat, rescue and evacuate the wounded in the event of a ASHE and CCA.

Your Committee is advised that DES wishes to utilize the grant funds to purchase and distribute to the Fire Districts specialized equipment, including, but not limited to, PPE and active shooter training equipment (“Specialized Equipment”), to be used by the first responders when responding to in-county ASHE or CCA upon request of the event Incident Commander and pursuant to the Mutual Aid Plan. The Specialized Equipment will include protective vests and helmets.

In consideration for the use of the Specialized Equipment, the Fire Districts will agree that the RTF will be available as an in-county resource in the event of a DVE event upon the request of the Incident Commander and pursuant to the terms of the Mutual Aid Plan. The Fire Districts also will agree that they cannot sell or otherwise transfer ownership of the Specialized Equipment and that the County retains ultimate control over the Specialized Equipment. The Fire Districts will agree to be responsible for the maintenance and repair of the Specialized Equipment at their cost and expense. The Fire Districts also will agree that only persons trained in accordance with all federal, state and County requirements and applicable laws and regulations will utilize the Specialized Equipment.

Your Committee is advised that the term of each proposed IMA will commence upon execution and continue in full force and effect for five (5) years with either party having the right to terminate the IMA upon ninety (90) days prior written notice.

The Planning Department has advised that the proposed IMAs do not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that an affirmative vote of a majority of the voting

strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered and recommends approval of the attached Act

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

C:RAN-7/31/24

FISCAL IMPACT STATEMENT

SUBJECT: IMA between DES and Fire Districts 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 \$ _____ -

Total Current Year Revenue \$ _____ -

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

Additional Appropriations

Other (explain)

Identify Accounts: Term: Each IMA shall commence upon execution and continue for 5 years with either party having the right to terminate the IMA upon 90 days prior notice.

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: An act authorizing the County, through DES, to enter into an IMA agreements with the Hartsdale Fire District, Greenville Fire District and Fairview Fire District. The County will distribute specialized equipment to the Fire Districts for use when providing emergency medical intervention.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: August 1, 2024

Reviewed By: *Anton Pappas*
Budget Director

Date: 8/1/24

ACT NO. 2024 - _____

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services, to enter into intermunicipal agreements with the Hartsdale Fire District, Greenville Fire District and Fairview Fire District pursuant to which the County will distribute specialized equipment to the Fire Districts for use when providing emergency medical intervention services during incidences of domestic violence extremism as part of mutual aid.

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

Section 1. The County of Westchester (“County”), acting by and through its Department of Emergency Services, is hereby authorized to enter into an intermunicipal agreements (“IMAs”) with the Hartsdale Fire District, Greenville Fire District and Fairview Fire District (the “Fire Districts”) pursuant to which the County will distribute specialized equipment, including, but not limited to personal protective and active shooter training equipment (“Specialized Equipment”) to the Fire Districts for first responders to use when providing emergency medical intervention, as part of a rescue task force (“RTF”), at incidences of domestic violence extremism (“DVE”), including active shooter/hostile events (“ASHE”) and completed coordinated attacks (“CCA”), pursuant to the terms of the Westchester County Fire Mutual Aid Plan.

§2. The term of each IMA shall commence upon execution and continue in full force and effect for five (5) years, with either party having the

right to terminate the IMA upon ninety (90) days prior written notice.

§3. The Fire Districts shall agree that the RTF will be available as an in-county resource in the event of a DVE event upon the request of the Incident Commander pursuant to the terms of the Mutual Aid Plan.

§4. The Fire District shall only permit persons trained in accordance with all federal, state and County requirements and applicable laws and regulations to utilize the Specialized Equipment.

§5. The Fire Districts shall not sell or otherwise transfer ownership of the Specialized Equipment and the County shall retain ultimate control over the Specialized Equipment.

§6. The Fire Districts shall be responsible for maintenance and repair of the Specialized Equipment at their cost and expense.

§7. The County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents and take all actions necessary and appropriate to effectuate the purposes hereof.

§8. This Act shall take effect immediately.

Westchester County

George Latimer
County Executive

August 26, 2024

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County"), acting by and through its Department of Public Safety Services ("Department"), to enter into an inter-municipal agreement ("IMA") with the cities of Yonkers, Mount Vernon and New Rochelle (the "Municipalities") for the distribution to the Municipalities of grant funds received from the Justice Assistance Grant ("JAG") for 2023. The IMA will be for a four-year term from October 1, 2022 through September 30, 2026.

Pursuant to the IMA, the County will administer the distribution of funding from the U.S. Department of Justice provided under the Edward Byrne Memorial JAG program for fiscal year 2023. Under the IMA, the Department will receive funding to help cover overtime expenses. Of the \$122,354 in JAG funding to be provided to the County, the County will disburse an estimated aggregate total of \$83,734 for various law enforcement programs, as follows: The City of Yonkers will receive an estimated amount of \$47,102 of JAG funds; the City of Mt. Vernon will receive an estimated amount of \$27,443 of JAG funds; and the City of New Rochelle will receive an estimated amount of \$9,189 of JAG funds. The County will use the anticipated remainder of \$38,620 in JAG funds for the Department's law enforcement programs. The County will disburse the JAG funds in accordance with the IMA terms and following receipt of all appropriate documentation from the Municipalities.

The JAG grant program allows local governments to support a broad range of activities to prevent and control crime based on local needs and conditions.

Based upon the foregoing, I recommend the adoption of the annexed proposed Act.

Very truly yours,



George Latimer
Westchester County Executive

**THE HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety (“Department”), to enter into an inter-municipal agreement (“IMA”) with the cities of Yonkers, Mount Vernon and New Rochelle (the “Municipalities”) for the distribution to the Municipalities of grant funds received from the Justice Assistance Grant (“JAG”) for 2023. The IMA will be for a four-year term from October 1, 2022 through September 30, 2026.

Pursuant to the IMA, the County will administer the distribution of funding from the U.S. Department of Justice provided under the Edward Byrne Memorial JAG program for fiscal year 2023. Under the IMA, the Department will receive funding to help cover overtime expenses. Of the \$122,354 in JAG funding to be provided to the County, the County will disburse an estimated aggregate total of \$83,734 for various law enforcement programs, as follows: The City of Yonkers will receive an estimated amount of \$47,102 of JAG funds; the City of Mt. Vernon will receive an estimated amount of \$27,443 of JAG funds; and the City of New Rochelle will receive an estimated amount of \$9,189 of JAG funds. The County will use the anticipated remainder of \$38,620 in JAG funds for the Department’s law enforcement programs. The County will disburse the JAG funds in accordance with the IMA terms and following receipt of all appropriate documentation from the Municipalities.

The JAG grant program allows local governments to support a broad range of activities to prevent and control crime based on local needs and conditions. The Department has applied for this grant as part of its continuing effort to pay for overtime expenses associated with the operation of the County’s Criminal and Family Court operations.

The Planning Department has advised that the IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQR”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 8, 2024, which is on file with the clerk of your Honorable Board.

Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

Approval of the proposed IMA must be by an affirmative vote of not less than a majority of your Honorable Board. Based upon careful consideration of the foregoing, your Committee recommends the adoption of the aforementioned Act.

Date: _____, 20____
White Plains, New York

mg 10-13-23

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Edward Byrne Memorial JAG GRANT 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 _____

Total Current Year Revenue _____

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

Identify Accounts: G029-38-Z029 Source of Funds: BJA-COPS JAG GRANT

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: N/A

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: N/A

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

Current Year: _____

Next Four Years: 2022-2026 Expenses \$122,354 and Revenue \$122,354

Prepared by: Siva Gopalkrishna

Title: Director-Administrative Services

Department: Public Safety

Date: August 13, 2024

Reviewed By:


Budget Director

Date: _____

ACT NO. _____-20__

AN ACT to authorize the County of Westchester to enter into a four-year inter-municipal agreement with the Cities of Yonkers, Mount Vernon and New Rochelle for the administration of the Edward Byrne Memorial Justice Assistance Grant for 2023.

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

follows:

Section 1. The County of Westchester (“County”) is hereby authorized to enter into a four-year inter-municipal agreement (“IMA”) for the period from October 1, 2022 through September 30, 2026 with the cities of Yonkers, Mount Vernon, and New Rochelle for the administration of the Edward Byrne Memorial Justice Assistance Grant (“JAG”) for 2023. Of the \$122,354 in JAG funding to be provided to the County, the County will disburse an estimated aggregate total of \$83,734 for various law enforcement programs, as follows: The City of Yonkers will receive an estimated amount of \$47,102 of JAG funds; the City of Mt. Vernon will receive an estimated amount of \$27,443 of JAG funds; and the City of New Rochelle will receive an estimated amount of \$9,189 of JAG funds. The County shall use the anticipated remainder of \$38,620 in JAG funds for the Department’s law enforcement programs. The County will disburse the JAG funds in accordance with the IMA terms and following receipt of all appropriate documentation from the Municipalities.

§2. The County Executive, or his duly authorized designee, is hereby authorized and empowered to take such actions and to execute and deliver such instruments as may be necessary and appropriate to accomplish the purposes hereof.

§3. This Act shall take effect immediately.

THE STATE OF NEW YORK
KNOW ALL BY THESE PRESENT
COUNTY OF WESTCHESTER

GRANT AGREEMENT
BY and AMONG the CITY of YONKERS, the COUNTY of WESTCHESTER,
the CITY of MOUNT VERNON and the CITY of NEW ROCHELLE

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM:
FY 2023 LOCAL SOLICITATION

This Agreement is made and entered into this _____ day of _____, 20__ by and between:

COUNTY OF WESTCHESTER (the "County") a municipal corporation of the State of New York having offices at 148 Martine Avenue, 9th floor, White Plains, NY 10601;

CITY OF YONKERS ("Yonkers") a municipal corporation of the State of New York having offices at City Hall, 2nd floor, 40 South Broadway, Yonkers, NY 10701;

CITY OF MOUNT VERNON ("Mt. Vernon") a municipal corporation of the State of New York having offices at City Hall, Roosevelt Square, Mount Vernon, NY 10550; and

CITY OF NEW ROCHELLE, a municipal corporation of the State of New York having offices at City Hall, 515 North Avenue, New Rochelle, NY 10801 ("New Rochelle" and collectively with Yonkers, the County and Mt. Vernon, the "Parties").

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program; and

WHEREAS, the Parties acknowledge that performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the parties to this agreement believe it to be in their best interests to allocate the JAG funds as set forth below; and

WHEREAS, it is anticipated that the amount to be made available through the JAG Program is \$122,354; and

NOW THEREFORE, the Parties to this agreement agree as follows:

Section 1.

The Parties agree that the County shall be their pass-through agent for the JAG Program 2023 Local Solicitation for the term of the grant, which commenced effective 10/01/2022 and continues through September 30, 2026.

Section 2.

The Parties agree that should the County be provided with the \$122,354 in JAG funding, then the County will disburse an estimated aggregate total of \$83,734 for various law enforcement programs, as follows:

The City of Yonkers shall receive an estimated amount of \$47,102 of JAG funds; and
The City of Mt. Vernon shall receive an estimated amount of \$27,443 of JAG funds; and
The City of New Rochelle shall receive an estimated amount of \$9,189 of JAG funds; and

The County will disburse the JAG funds in accordance with the Grant terms and following receipt of all appropriate documentation from the above municipal entities.

Section 3.

The County agrees, assuming receipt thereof, to use the anticipated remainder of \$38,620 in JAG funds for law enforcement programs until the program's expiration date.

Section 4.

Each party to this agreement agrees that if these funds are placed in interest bearing accounts that the interest earned on these funds will be used items eligible under the JAG program.

Section 5.

Yonkers, Mt. Vernon and New Rochelle (collectively, the Grantees) agree that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Grantees shall defend, indemnify, and hold harmless the County, 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 to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Grantees or third parties under their direction or control. In addition each of the Grantees agrees to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this MOU and to bear all other costs and expenses related thereto.

The Grantees further agree to give immediate written notice to the County as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated in connection herewith. The foregoing provisions will survive expiration, termination or other cancellation of this Agreement.

Section 6.

The parties to this agreement do not intend for any third party to obtain a right by virtue of this Agreement. By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7.

The Grantees each individually acknowledges and agrees that it has reviewed the applicable grant agreement and any other relevant documents (together the "Grant"). The Grantees agree to, and will cause any subcontractors or other agents under their control to agree to, comply with all applicable Grant requirements, including without limitation all rules and regulations promulgated in furtherance thereof. The Grantees further agree to supply such information and reports as the County may request. The Grantees will, upon request, provide access to the County to examine all relevant books, records, documents or electronic data of necessary to review compliance with the foregoing.

Any term or condition required by the Grant to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference. The Grantees each hereby certify that neither they, nor their respective subcontractor(s), are debarred, suspended, or otherwise excluded from or ineligible to receive said Grant funding.

Section 8.

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this MOU shall be brought in the County of Westchester.

Section 9.

All notices of any nature to be provided hereunder shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, to the parties at the addresses first set forth above or to such other addresses as the respective parties hereto may designate in writing. A copy of any notice shall additionally be sent to the County Attorney and each of the Corporation Counsels.

[No Further Text This Page].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF YONKERS

By: _____

APPROVED AS TO FORM:

Corporation Counsel

COUNTY OF WESTCHESTER

By: County Executive George Latimer

APPROVED:

County Attorney

CITY OF MOUNT VERNON

By: _____

APPROVED AS TO FORM:

Corporation Counsel

CITY OF NEW ROCHELLE

By: _____

APPROVED AS TO FORM:

Corporation Counsel





George Latimer
County Executive

August 5, 2024

Westchester County Board of Legislators
148 Martine Avenue, Room 800
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review is an Act which, if adopted, would authorize the County of Westchester (the "County") to enter into intermunicipal agreements ("IMAs") with the municipalities located in the County of Westchester, the counties of Putnam, Rockland and Dutchess, and the municipalities located within such counties, whereby the County would provide the municipalities with access to a system called the Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information.

The type of information that is transmitted and stored on the RICI System includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The information is stored chronologically on a central computer maintained by the County and will be shared by law enforcement agencies having access to the system. The RICI System will allow for the transmission of data between the County, the municipalities located in the County, the counties of Putnam, Rockland and Dutchess, the municipalities located within such counties, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies. Pursuant to each IMA, each party will be responsible for maintaining its own computer hardware, software and data communications links. The term of each IMA will not exceed five (5) years. Either party may cancel the agreement on thirty (30) days written notice to the other.

Your Honorable Board has previously authorized IMAs relating to the RICI System, the latest authorization by Act 22-2018.

Approval of this legislation will benefit the County and its surrounding counties and municipalities by allowing a more efficient use of their respective resources. I urge you to adopt the enclosed Act.

Sincerely,



George Latimer
County Executive

Attachments

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending adoption of an Act which, if adopted, would authorize the County of Westchester (the "County") to enter into intermunicipal agreements ("IMAs") with the municipalities located in the County of Westchester, the counties of Putnam, Rockland and Dutchess, and the municipalities located within such counties, whereby the County would provide the municipalities with access to a system called the Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information.

The type of information that is transmitted and stored on the RICI System includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The information is stored chronologically on a central computer maintained by the County and will be shared by law enforcement agencies having access to the system. The RICI System will allow for the transmission of data between the County, the municipalities located in the County, the counties of Putnam, Rockland and Dutchess, the municipalities located within such counties, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

Pursuant to each IMA, each party will be responsible for maintaining its own computer hardware, software and data communications links. The term of each IMA will not exceed five (5) years. Either party may cancel the agreement on thirty (30) days written notice to the other.

Your Honorable Board has previously authorized IMAs relating to the RIC System, the latest authorization by Act 22-2018.

The proposed IMAs do not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

Approval of this legislation will benefit the County and its surrounding counties and municipalities by allowing a more efficient use of their respective resources.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the voting strength of your Honorable Board.

Your Committee has carefully considered the proposed legislation and therefore recommends that your Honorable Board adopt the Act authorizing intermunicipal agreements for the provision of access to the RIC System.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

c:dlv

ACT NO. 2024 -

AN ACT authorizing the County of Westchester to enter into intermunicipal agreements with the municipalities located within the County of Westchester, the counties of Putnam, Rockland and Dutchess, and the municipalities located within such counties, whereby the County will provide the counties and municipalities with access to a system called the Westchester County Repository for Integrated Criminalistic Information (RICI System) to allow for the electronic transmission and storage of criminal record and police blotter information.

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

Section 1. The County of Westchester (“County”) is authorized to enter into intermunicipal agreements (“IMAs”) with the municipalities located in County of Westchester, the counties of Putnam, Rockland and Dutchess, and the municipalities located within such counties, whereby the County will provide the counties and municipalities with access to a system called the Westchester County Repository for Integrated Criminalistic Information (RICI System) to allow for the electronic transmission and storage of criminal record and police blotter information. Each party will be responsible for maintaining its own computer hardware, software and data communications links.

§2. The term of each IMA shall not exceed five (5) years. Either party may cancel the agreement on thirty (30) days written notice to the other.

§3. 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.

§4. This Act shall take effect immediately.

INTER-MUNICIPAL AGREEMENT

AGREEMENT, made _____, 20__ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601,

(hereinafter referred to as the "County")

and

THE TOWN/VILLAGE OF _____, a municipal corporation of the State of New York, acting by and through the Town/Village of _____ Police Department, having an office and place of business at _____.

(hereinafter referred to as the "Municipality")

WHEREAS, the County has implemented a system called Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information; and

WHEREAS, the type of information that is transmitted and stored on the system includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data; and

WHEREAS, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

WHEREAS, the Municipality is desirous of obtaining access to the RICI System and receiving supplemental computer services from the County; and

WHEREAS, the County agrees to provide such services upon the terms described below.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

FIRST: The County agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic transmission and storage of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the County, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RIC I System under County control. The portion of the system "under County control" means the hardware or software associated with the central computer. "Maintenance" generally means support, upkeep, repair and periodic duplication or "back-up" of Municipality records in order to safeguard the data. Maintenance will be provided 24 hours per day, 365 days per year. The County will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RIC I System workstation to send or receive data from the central computer. If the County determines any system trouble to be within the portion of the system under Municipality control, or within the jurisdiction of a third party, it will make appropriate notification to the Municipality or to such third party. The portion of the system "under Municipality control" means the hardware or software contained within the Municipality computer network. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under County control or under Municipality control.

(c) To provide management control over the RICI System. "Management control" means the authority to set and enforce (1) priorities; (2) standards for the selection, supervision, and termination of personnel in its employ; and (3) policy governing the operation of computers, circuits and telecommunications terminals or equipment used to process, store, or transmit criminal justice data, and guarantees the priority service needed by the criminal justice community. Management control includes, but is not limited to, the supervision of equipment, system design, programming, and operating procedures necessary for the exchange of criminal justice data.

(d) That authorized Municipality employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICI System relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by Municipality employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all County employees having access to RICI System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access criminal justice and police blotter information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICI System data.

(f) That all Municipality records maintained on the RICI System are owned by the Municipality. The Municipality will enter or edit its own records and has sole

responsibility for the proper designation of its records as adult, juvenile delinquent, sealed or similar restricted status. The Municipality has sole responsibility for compliance with all court processes pertaining to any Municipality record contained in the system. The County will not enter or edit Municipality records, except at the request of the Municipality or as necessary for the administration or maintenance of the system. The Municipality has the sole responsibility for responding to requests made under the New York State Freedom of Information Law (FOIL) for records maintained in the RICl system that are owned by the Municipality. The County will not produce any records pursuant to a FOIL request that are owned by the Municipality.

SECOND: The Municipality agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic capture and transmission of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICl System under Municipality control. The portion of the system "under Municipality control" means the hardware or software associated with the Municipality computer network. The Municipality will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RICl System workstation to send or receive data from the central computer. If the Municipality determines the trouble to be within the portion of the system under County control, or within the jurisdiction of a third party, it will make appropriate notification to the County or to such third party. The portion of the system "under County control" means the hardware or software associated with the central computer. The "jurisdiction of a third party" means any

hardware or software that is not within that portion of the system under Municipality control or under County control.

(c) To provide supervision and control over that portion of the RICI System under Municipality control. The term "supervision and control" generally means, but is not limited to, maintenance of security for terminals used to access RICI System data and the exercise of reasonable measures to ensure that only authorized personnel access criminal justice and police blotter information contained in the system.

(d) That authorized County employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICI system relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by County employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all Municipality employees having access to RICI System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access police blotter and criminal justice information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICI System data.

THIRD: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A", entitled "Standard

Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", the Municipality agrees:

(a) That except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

(b) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, unless caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

FOURTH: The term of this Agreement will commence on the date of execution and terminate on July 31, 2029, unless terminated earlier as provided herein.

FIFTH: Either party may cancel this Agreement on thirty (30) days written notice to the other party.

SIXTH: This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

SEVENTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight courier and mailed to the following addresses:

To The County:

Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To The Municipality:

Town/Village of _____

or to such other addresses as may be specified by the parties hereto in writing.

EIGHTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

NINTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality; and this Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties.

TENTH: Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

ELEVENTH: The Agreement shall be construed and enforced in accordance with the laws of the state of New York.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement in triplicate:

COUNTY OF WESTCHESTER

By: _____

Terrence Raynor
Commissioner-Sheriff
Department of Public Safety

By: _____

_____ Police Department

Approved by the Board of Legislators of the County of Westchester on _____, 2024 by Act No. 2024-_____.

Approved by the Board of Acquisition and Contract of the County of Westchester on the ___ day of _____, 2024.

Approved:

Associate County Attorney
The County of Westchester
Vutera/DPS/134227/RICI IMAs 2024

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 20___, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she is the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.


(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

August 2, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: **Message Requesting Immediate Consideration: IMA – School Resource Officers – Somers Central School District.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators August 5, 2024 Agenda.

Transmitted herewith for your consideration and approval is legislation, which if adopted, would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), to renew an intermunicipal agreement (“IMA”) with the Somers Central School District (“District”), whereby the County will assign four (4) uniformed police officers to act as School Resource Officers (“SRO”) for the District.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for August 2, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

August 1, 2024

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is legislation, which if adopted, would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), to renew an intermunicipal agreement (“IMA”) with the Somers Central School District (“District”), whereby the County will assign four (4) uniformed police officers to act as School Resource Officers (“SRO”) for the District, with one (1) SRO to be assigned to the Primrose Elementary School campus, one (1) SRO to be assigned to Somers High School campus, one (1) SRO to be assigned to the Somers Middle School campus, and one (1) SRO to be assigned to Somers Intermediate School campus (hereinafter collectively the “Schools”). The IMA will be for a term of five (5) years commencing on the opening day of school in September, 2024.

By Act No. 2019-109, your Honorable Board authorized the County, through the Department, to enter into an IMA with the District pursuant to which the County would assign four (4) SROs to the District, with one (1) SRO assigned to each of the Schools, for a five (5) year term commencing upon the opening of school in September, 2019 and continuing through the last day of school in June, 2024. In consideration for services rendered, the District agreed to pay the County a total amount of \$3,157,497.00. The IMA authorized by Act No. 2019-109 expired on June 30, 2024. Due to the overwhelming success of this program, as well as rising public safety concerns, the Department now seeks the authority of your Honorable Board to renew the IMA for an additional five (5) year term.

I have been 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, participate and provide 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, active shooter 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, testifying in court, and at school related administrative hearings or proceedings, as needed, with respect to observations made or information acquired in connection with services performed pursuant to the Agreement, 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 will not be permitted to question or interview a student in the Schools unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

I have been further advised that the SROs shall be assigned to the Schools for approximately eight (8) hours per day, only during the school term, which shall be defined as the opening day of school in September through the last day of school in June (the "School Term"), in accordance with the District's annual school calendar. The IMA shall be for a term of five (5) years and services shall be provided only during the School Term. The IMA shall commence upon the opening day of school in September, 2024 and expire on the last day of school in June, 2029 (the "Term"), subject to the following parameters:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (c) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (d) 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 three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel;
- (e) The Department will instruct the SROs to notify the Schools, the District and the Department of any absences, anticipated or otherwise, at the earliest possible time;
- (f) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as a SRO at one of the Schools for more than fifteen (15) cumulative school days, this Agreement may be terminated with respect to the School(s) for which the County has been unable to assign a SRO or may be terminated in its entirety 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 for the Schools for which the Agreement is terminated.
- (g) The SROs shall consult with and coordinate activities through the School's principal or designee.

(h) The District will coordinate with the SROs and the 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 2024/2025 School Term, a total amount of Six Hundred Seventy Thousand Six Hundred Seventy-Three (\$670,673.00) Dollars, payable in two installments of \$335,336.50 each;
- (ii) for the 2025/2026 School Term, a total amount of Six Hundred Eighty-Nine Thousand One Hundred Sixteen (\$689,116.00) Dollars, payable in two installments of \$344,558.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Seven Hundred Eight Thousand Sixty-Seven (\$708,067.00) Dollars, payable in two installments of \$354,033.50 each;
- (iv) for the 2027/2028 School Term, a total amount of Seven Hundred Twenty-Seven Thousand Five Hundred Thirty-Nine (\$727,539.00) Dollars, payable in two installments of \$363,769.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Seven Hundred Forty-Seven Thousand Five Hundred Forty-Six (\$747,546.00) Dollars, payable in two installments of \$373,773.00 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of the IMA and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining IMA Term 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.

The District shall not be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her duties under the IMA.

In addition, pursuant to the terms of the proposed IMA, each party will be responsible for indemnifying and defending the other party for the indemnifying party's performance or failure to perform.

I believe this IMA is in the best interests of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,



George Latimer
County Executive

GL/TAR/jpg/nn

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), to renew an intermunicipal agreement (“IMA”) with the Somers Central School District (“District”), whereby the County will assign four (4) uniformed police officers to act as School Resource Officers (“SRO”) for the District, with one (1) SRO to be assigned to the Primrose Elementary School campus, one (1) SRO to be assigned to Somers High School campus, one (1) SRO to be assigned to the Somers Middle School campus, and one (1) SRO to be assigned to Somers Intermediate School campus (hereinafter collectively the “Schools”). The IMA will be for a term of five (5) years commencing on the opening day of school in September, 2024.

Your Committee is advised that by Act No. 2019-109, your Honorable Board authorized the County, through the Department, to enter into an IMA with the District pursuant to which the County would assign four (4) SROs to the District, with one (1) SRO assigned to each of the Schools, for a five (5) year term commencing upon the opening of school in September, 2019 and continuing through the last day of school in June, 2024. In consideration for services rendered, the District agreed to pay the County a total amount of \$3,157,497.00. The IMA authorized by Act No. 2019-109 expired on June 30, 2024. Due to the overwhelming success of this program, as well as rising public safety concerns, the Department now seeks the authority of your Honorable Board to renew the IMA for an additional five (5) year term.

Your Committee has been advised that the SROs’ 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, participate and provide 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, active shooter 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, testifying in court, and at school related administrative hearings or proceedings, as needed, with respect to observations made or information acquired in connection with services performed pursuant to the Agreement, 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 will not be permitted to question or interview a student in the Schools 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 shall be assigned to the Schools for approximately eight (8) hours per day, only during the school term, which shall be defined as the opening day of school in September through the last day of school in June (the "School Term"), in accordance with the District's annual school calendar. The IMA shall be for a term of five (5) years and services shall be provided only during the School Term. The IMA shall commence upon the opening day of school in September, 2024 and expire on the last day of school in June, 2029 (the "Term"), subject to the following parameters:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (c) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (d) 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 three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel;
- (e) The Department will instruct the SROs to notify the Schools, the District and the Department of any absences, anticipated or otherwise, at the earliest possible time;

- (f) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as a SRO at one of the Schools for more than fifteen (15) cumulative school days, this Agreement may be terminated with respect to the School(s) for which the County has been unable to assign a SRO or may be terminated in its entirety 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 for the Schools for which the Agreement is terminated.
- (g) The SROs shall consult with and coordinate activities through the School's principal or designee.
- (h) The District will coordinate with the SROs and the 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 2024/2025 School Term, a total amount of Six Hundred Seventy Thousand Six Hundred Seventy-Three (\$670,673.00) Dollars, payable in two installments of \$335,336.50 each;
- (ii) for the 2025/2026 School Term, a total amount of Six Hundred Eighty-Nine Thousand One Hundred Sixteen (\$689,116.00) Dollars, payable in two installments of \$344,558.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Seven Hundred Eight Thousand Sixty-Seven (\$708,067.00) Dollars, payable in two installments of \$354,033.50 each;
- (iv) for the 2027/2028 School Term, a total amount of Seven Hundred Twenty-Seven Thousand Five Hundred Thirty-Nine (\$727,539.00) Dollars, payable in two installments of \$363,769.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Seven Hundred Forty-Seven Thousand Five Hundred Forty-Six (\$747,546.00) Dollars, payable in two installments of \$373,773.00 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of the IMA and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining IMA Term 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.

The District shall not be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her duties under the IMA.

In addition, your Committee is advised that pursuant to the terms of the proposed IMA, each party will be responsible for indemnifying and defending the other party for the indemnifying party's performance or failure to perform.

The Planning Department has advised that based on its review, the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, 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: _____, 2024

White Plains, New York

COMMITTEE ON

C:JPG 7.22.24

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - Somers SD 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 \$ 670,673

Total Current Year Revenue \$ 670,673

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

Additional Appropriations Other (explain)

Identify Accounts: 38-2000-1010/9230. Assign four 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: 2025 Expenses \$689,116 and Revenue \$689,116

2026 Expenses \$708,067 and Revenue \$708,067

2027 Expenses \$727,539 and Revenue \$727,539

2028 Expenses \$747,546 and Revenue \$747,546

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: June 8, 2024

Reviewed By: *Christina Pappas*
Budget Director

Date: 7/31/24

ACT NO. 2024- _____

An ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Somers Central School District whereby the County will assign four (4) uniformed police officers to act as School Resource Officers for the District for a five (5) year term.

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

Section 1. The County of Westchester (“County”), acting by and through its Department of Public Safety Services (“Department”), is hereby authorized to enter into an intermunicipal agreement (“IMA”) with the Somers Central School District (“District”), substantially in the form attached hereto, whereby the County shall assign four (4) uniformed police officers to act as School Resource Officers (“SRO”) for the District, with one (1) SRO to be assigned to the Primrose Elementary School campus, one (1) SRO to be assigned to Somers High School campus, one (1) SRO to be assigned to the Somers Middle School campus, and one (1) SRO to be assigned to Somers Intermediate School campus (hereinafter collectively the “Schools”).

§2. The SROs’ 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, participate and provide 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, active shooter 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, testifying in court, and at school related administrative hearings or proceedings, as needed, with respect to observations made or information acquired in connection with services performed pursuant to the Agreement, 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 shall not be permitted to question or interview a student in the Schools unless the student’s parent/guardian has been contacted and been provided an opportunity to be present.

§3. The SROs shall be assigned to the Schools for approximately eight (8) hours per day, only during the school term, which shall be defined as the opening day of school in September through the last day of school in June (the “School Term”), in accordance with the District’s annual school calendar. The IMA shall be for a term of five (5) years and services shall

be provided only during the School Term. The IMA shall commence upon the opening day of school in September, 2024 and expire on the last day of school in June, 2029 (the "Term"), subject to the following parameters:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (c) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (d) 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 three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel;
- (e) The Department will instruct the SROs to notify the Schools, the District and the Department of any absences, anticipated or otherwise, at the earliest possible time;
- (f) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as a SRO at one of the Schools for more than fifteen (15) cumulative school days, this Agreement may be terminated with respect to the School(s) for which the County has been unable to assign a SRO or may be terminated in its entirety 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 for the Schools for which the Agreement is terminated.
- (g) The SROs shall consult with and coordinate activities through the School's principal or designee.
- (h) The District will coordinate with the SROs and the Department to implement informational technology access for the SROs. The SROs shall have access to the Department's Information Technology System.

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

- (i) for the 2024/2025 School Term, a total amount of Six Hundred Seventy Thousand Six Hundred Seventy-Three (\$670,673.00) Dollars, payable in two installments of \$335,336.50 each;

- (ii) for the 2025/2026 School Term, a total amount of Six Hundred Eighty-Nine Thousand One Hundred Sixteen (\$689,116.00) Dollars, payable in two installments of \$344,558.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Seven Hundred Eight Thousand Sixty-Seven (\$708,067.00) Dollars, payable in two installments of \$354,033.50 each;
- (iv) for the 2027/2028 School Term, a total amount of Seven Hundred Twenty-Seven Thousand Five Hundred Thirty-Nine (\$727,539.00) Dollars, payable in two installments of \$363,769.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Seven Hundred Forty-Seven Thousand Five Hundred Forty-Six (\$747,546.00) Dollars, payable in two installments of \$373,773.00 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of the IMA and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining IMA Term 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.

The District shall not be responsible for any overtime pay earned by an officer serving as School Resource Officer in connection with his or her duties under the IMA.

§5. Pursuant to the terms of the IMA, each party shall be responsible for indemnifying and defending the other party for the indemnifying party's performance or failure to perform.

§6. 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.

§7. This Act shall take effect immediately.

THIS AGREEMENT (“Agreement”), made this ____ day of _____, 2024,
by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”)

and

SOMERS CENTRAL SCHOOL DISTRICT having an office and place of business at P.O. Box 620, 250 Route 202, Lincolndale, New York 10540 (hereinafter referred to as the “District”)

WITNESSETH:

WHEREAS, pursuant to New York State Education Law Section 2801-a, a school district is required to develop a comprehensive district-wide school safety plan, and, as part of such a plan, to include prevention and intervention strategies such as entering into collaborative arrangements with state and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained in order to, among other things, de-escalate potentially violent situations; and

WHEREAS, the District desires to obtain the services of four (4) uniformed County Police Officers to act as School Resource Officers (“SRO”) for the District; one (1) SRO to be assigned to the Primrose Elementary School campus, one (1) SRO to be assigned to Somers High School campus, one (1) SRO to be assigned to the Somers Middle School campus, and one (1) SRO to be assigned to Somers Intermediate School campus; and

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety (“Department”), is willing to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

Section 1. The County shall assign one (1) regularly employed uniformed police officer to act as the SRO at the District’s Primrose Elementary School campus; one (1) regularly employed uniformed police officer to act as the SRO at the District’s Somers High School campus; one (1) regularly employed uniformed police officer to act as the SRO at the District’s Somers Middle School campus; and one (1) regularly employed uniformed police officer to act as the SRO at the District’s Somers Intermediate School campus (hereinafter collectively the “Schools”).

The functions of the SROs will be to work collaboratively with the District’s administration, teachers and counselors to assist in maintaining a safe and supportive learning environment. 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,
- providing active shooter/hostile event response,
- 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,
- testifying in court, and at school related administrative hearings or proceedings, as needed, with respect to observations made or information acquired in connection with services performed pursuant to this Agreement; 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 question or interview a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

The SROs shall not participate in student searches conducted by a School. School officials may search a student based on reasonable suspicion. A law enforcement officer must meet a more stringent requirement of probable cause in order to justify a search and may also be required to first obtain a search warrant. If a SRO conducts or participates in a student search, the search may be invalidated for School purposes due to the heightened standard necessary for the search to be lawfully conducted. However, officers may conduct searches under circumstances where a search by law enforcement is permitted by law.

Under New York State law, the SROs **may not** serve as a School disciplinarian, may not administer discipline to students or be involved in the enforcement of School disciplinary infractions. The SROs shall not use police powers to address School discipline issues. All student discipline shall be solely under the auspices and jurisdiction of each District's school and District Administration.

The SROs will not have access to student educational records or data absent (a) an emergency necessitating disclosure to protect the health or safety of the student or other individuals, (b) a subpoena or court order compelling disclosure, (c) consent for the disclosure from the subject student if the student is 18 or older, (d) consent for disclosure from the subject student's parent or guardian, or (e) the disclosure benefitting the District and its students and the disclosure being limited to Directory Information as defined by the District in accordance with the Family Educational Rights Privacy Act ("FERPA") and the subject students, if 18 or older, or the parents/guardians of the subject students have not opted the subject

students out of Directory Information. If confidential student educational records or data are disclosed to the SROs, the SROs: (a) shall not disclose the student educational records or data to any third party, (b) shall maintain the confidentiality of the records and data in accordance with all applicable state and federal laws, including but not limited to FERPA and Section 2-d of the New York Education Law and (c) the County and the SROs shall not sell or release any personally identifying student information (“student PII”) obtained from the District for any commercial or marketing purpose (which is defined as the use or disclosure of student PII for purposes of receiving remuneration, whether directly or indirectly, for advertising purposes or to develop, improve or market products or services to students).

Section 2. The SROs shall be assigned to the Schools on a fulltime basis of eight (8) hours per day, on the days that the Schools are in session, with the following understandings:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School’s Main Office and Administrative Team throughout their tour.
- (b) 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.
- (c) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign an SRO from the Schools at any time in the event of an emergency, or for required training.
- (d) 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 three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel.
- (e) 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.
- (f) The County will not be obligated to provide the District with any monetary credit for time that a SRO is not at the School under any circumstances. Notwithstanding the above, if the County is unable to assign an officer to serve as a SRO at one of the Schools for more than fifteen (15) cumulative school days, this Agreement may be terminated with respect to the School(s) for which the County has been unable to assign a SRO or may be terminated in its entirety 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 for the Schools for which the Agreement is terminated.
- (g) The SROs shall consult with and coordinate activities through each of the Schools’ principal or designee they have been assigned to.
- (h) The District will coordinate with the SROs and the Department to implement informational technology access for the SROs. The SROs shall have access to the Department’s Information Technology System.

The selection of officers for assignment to the District's Schools as SROs shall be the responsibility of the Commissioner of the Department or their designee ("Commissioner") and each selected officer shall be acceptable to the Principal of School to which officer will be assigned and the District's Superintendent of Schools. The Superintendent of Schools and/or the Principals of the Schools shall have the opportunity to meet with the SROs prior to commencing service. In the event the District's Superintendent of Schools or the Principal of the School to which the SRO is assigned determines that the particular SRO is not effectively performing the SRO's duties and responsibilities, they will inform the Commissioner of their concerns and may request a change in the assignment of the SRO. If, within a reasonable amount of time, the issue(s) with the SRO cannot be resolved, the Commissioner will reassign the SRO and a replacement will be obtained, subject to availability. The Commissioner may dismiss or reassign an SRO based upon the Department's Rules and Regulations and negotiated contracts and agreements. In such event, the Commissioner will replace the SRO.

Section 3. The SROs shall be assigned to the Schools only during any given school term, which shall be defined as the opening day of school in September through the last day of school in June of any given school year, in accordance with the District's annual school calendar (the "School Term"). This Agreement shall be for a term of five (5) years commencing on the first day of school in September, 2024 and continuing through the last day of school in June, 2029 (the "Term") and services shall be provided only during any given School Term.

Section 4. In consideration for the services rendered, the District shall pay the County as follows:

- (i) for the 2024/2025 School Term, a total amount of Six Hundred Seventy Thousand Six Hundred Seventy-Three (\$670,673.00) Dollars, payable in two installments of \$335,336.50 each;
- (ii) for the 2025/2026 School Term, a total amount of Six Hundred Eighty-Nine Thousand One Hundred Sixteen (\$689,116.00) Dollars, payable in two installments of \$344,558.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Seven Hundred Eight Thousand Sixty-Seven (\$708,067.00) Dollars, payable in two installments of \$354,033.50 each;
- (iv) for the 2027/2028 School Term, a total amount of Seven Hundred Twenty-Seven Thousand Five Hundred Thirty-Nine (\$727,539.00) Dollars, payable in two installments of \$363,769.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Seven Hundred Forty-Seven Thousand Five Hundred Forty-Six (\$747,546.00) Dollars, payable in two installments of \$373,773.00 each.

For the 2024/2025 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.

The District shall not be responsible for any overtime pay earned by an officer serving as SRO in connection with his or her routine duties under this Agreement. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with additional duties requested by the District beyond the eight (8) hours the officer is assigned to serve as SRO under this Agreement, 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).

Section 5. It is understood and agreed that at all times the SRO shall remain an employee of the Department and shall be under the overall supervision of the Commissioner and shall follow all policies and procedures of the Department. The District acknowledges that the SRO shall remain responsive to the chain of command of the Department.

Section 6. The District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", the District agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence or intentional acts of the County, its officers, employees and agents, the District shall indemnify and hold harmless the County, its officers, employees and agents 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 District or third parties under the direction or control of the District. In turn, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or intentional acts of the District, its officers, employees and agents, the County shall indemnify and hold harmless the District, its officers, employees and agents 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 County's (including the School Resource Officers') performance or failure to perform hereunder. The indemnification obligations in this Section 6 shall survive the termination of this Agreement.
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance or failure to perform under this Agreement by the District or third parties under the direction or control of the District and to bear all other costs and expenses related thereto. In turn, the County shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of its (including the School Resource Officers') performance or failure to perform under this Agreement and to bear all other costs and expenses related thereto. The District understands and agrees that the County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. As such, in lieu of any insurance requirements the District may have, the District agrees to accept a letter from the County's Director of Risk Management confirming the County's self-insured status, in satisfaction of any

such insurance requirements. The defense and indemnification obligations in this Section 6 shall survive the termination of this Agreement.

Section 7. This Agreement may be terminated, in whole or in part, by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 8. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the District: Superintendent
Somers Central School District
P.O. Box 620
250 Route 202
Lincolndale, New York 10540

Section 9. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 10. This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

Section 11. The District and the County agree that the County and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the District or any department, agency or unit thereof. In accordance with their status as independent contractors, the County covenants and agrees that neither the County nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the District or any department, agency or unit thereof.

Section 12. Neither this Agreement, nor any right, duty or obligation of any party hereunder, may be assigned or delegated by any party, in whole or in part, without the prior written consent of the other party hereto.

Section 13. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 14. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 15. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Commissioner of Public Safety

SOMERS CENTRAL SCHOOL DISTRICT

By _____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No 2024-___ at a meeting duly held on the ____ day of _____, 2024.

Approved:

Sr. Assistant County Attorney
County of Westchester

Date

DISTRICT'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 2024, before me personally came _____, to
me known, and known to me to be the _____ of _____
_____, the municipal corporation described in and which executed the within
instrument, who being by me duly sworn did depose and say that he/she, the said _____
_____ resides at _____ and that he/she is the
_____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of District)

(the "District") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the District was, at the time of execution _____ of
(Title of such person),

the District, that said agreement was duly signed for on behalf of said District by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2024, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____

resides at _____, and that
he/she is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS

1. Prior to the commencement of this Agreement, and throughout the term of the Agreement, the District shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The District shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the District and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the District shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the District to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the District concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event of any loss, if the District maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The District shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) **Workers' Compensation and Employer's Liability.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) **Commercial General Liability Insurance** with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
- i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) **Commercial Umbrella/Excess Insurance:** \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
- (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.
- e) **Law Enforcement Liability/Police Liability insurance** - \$5,000,000 with the County listed as an additional insured to address potential liability exposures associated with officers carrying out their role.

3. All policies of the District shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the District.



George Latimer
County Executive

August 1, 2024

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Emergency Services ("Department"), to enter into a Regional Partnership Agreement ("RPA") with Dutchess County and Putnam County (collectively "Regional Partners") in order to receive funding from the New York State Division of Homeland Security and Emergency Services ("DHSES") under the FY2021 Hazardous Materials ("HazMat") Grant Program. As your Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements ("IMAs") with other municipalities which involve shared services or performing services one for the other.

DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners. A Resolution authorizing the County to enter into this grant agreement has been submitted to the Board of Acquisition and Contract. The HazMat grant funds will be used to purchase equipment for the County's HazMat team. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State's HazMat teams within the Federal Emergency Management Agency typing system.

Funding for this initiative is provided by the federal Department of Homeland Security's State Homeland Security Program. The term of the RPA will commence upon execution and remain in effect for a period of five (5) years.

Pursuant to the HazMat Grant Program, DHSES will provide funding to the 18 designated Regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The State has designated the counties of Westchester, Putnam and Dutchess as a Regional Team for the Lower Hudson Valley Region. The County will receive the funds and administer the grant.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900

Email: ceo@westchestercountyny.gov



It should be noted that this grant opportunity builds on progress made by New York State through the FY2008-FY2020 iterations of the HazMat Grant Program.

For FY2021, the State will provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process.

Approval of this legislation will enable the County to strengthen its CBRNE detection, response and decontamination capabilities. Accordingly, I urge passage of the annexed legislation.

Sincerely,

A handwritten signature in blue ink, appearing to read "George Latimer", written over the printed name.

George Latimer
County Executive

GL/RW/mb

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“Department”), to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2021 Hazardous Materials (“HazMat”) Grant Program. As this Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires this Honorable Board’s approval whenever the County enters into intermunicipal agreements (“IMAs”) with other municipalities which involve shared services or performing services one for the other.

Your Committee is advised that DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners will be used to purchase equipment for the HazMat team. This program will build sustainable Chemical, Biological, Radiological, Nuclear, and Explosives (“CBRNE”) detection, response and decontamination capabilities in the region. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State’s HazMat teams within the Federal Emergency Management Agency typing system.

Your Committee is advised that funding for this initiative is provided by the federal Department of Homeland Security’s State Homeland Security Program. The RPA will commence upon execution and remain in effect for a period of five (5) years.

The Department has informed your Committee that pursuant to the HazMat Grant Program, DHSES will provide funding to the 18 designated Regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The State has designated the counties of Westchester, Putnam and Dutchess as a Regional Team for the Lower Hudson Valley Region. The County will receive the funds and administer the grant.

Your Committee is advised that this grant opportunity builds on progress made by New York State through the FY2008-FY2020 iterations of the HazMat Grant Program.

In FY2021, the State will continue to provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2021 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed RPA may be classified as a “Type II” action pursuant the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (“SEQR”). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed Act. After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON:

C: MB 7/19/24

FISCAL IMPACT STATEMENT

SUBJECT: RPA NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: An Act authorizing the County of Westchester, acting by and through its Department of Emergency Services to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY 2021 Hazardous Materials Grant Program..

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: 0

Next Four years: 0

Prepared by: Julia Criscitelli

Title: Budget Specialist III

Department: Emergency Services

Reviewed By: 

Budget Director

If you need more space, please attach additional sheets.

TO: Maria Baratta, Assistant County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner



DATE: July 17, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
REGIONAL PARTNERSHIP AGREEMENT FOR
HAZARDOUS MATERIALS GRANT FY2021**

PROJECT/ACTION: Entrance of the County, acting by and through its Department of Emergency Services, into a regional partnership agreement with the counties of Dutchess and Putnam in order to receive grant funding from the New York State Division of Homeland Security and Emergency Services under the FY2021 Hazardous Materials (HazMat) Grant Program. This funding will be used to purchase equipment (such as Hazmat meters, FTIR meters, transfer pumps and related items) for the HazMat teams in order to maintain and/or build chemical, biological, radiological, nuclear and explosive detection, response and decontamination capabilities in the lower Hudson Valley region.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(31):**
Purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials

COMMENTS: The County has been partnering with the counties of Putnam and Dutchess for a number of years in order to participate in this grant program.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Linda Luddy, Department of Emergency Services
Claudia Maxwell, Principal Environmental Planner

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2021 Hazardous Materials Grant Program.

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

Section 1. The County of Westchester (“County”), acting by and through its Department of Emergency Services, is hereby authorized to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2021 Hazardous Materials Grant Program. DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners will be used to purchase equipment for the County’s Hazardous Materials team.

§2. The RPA will commence upon execution and remain in effect for a period of five (5) years.

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

§4. This Act shall take effect immediately.

**Regional Partnership Agreement
Between
Westchester County, Putnam County and Dutchess County
For the 2021 HazMat Grant Program**

Parties

The parties to the Regional Partnership Agreement (RPA) are the Counties of Westchester, Putnam and Dutchess.

Purpose

This RPA is intended to build regional WMD Hazardous Material Response and Decontamination Capabilities by:

- Setting forth the responsibilities of the HazMat Grant Program recipients: and
- Ensuring that HazMat Grant Program recipients work together to implement the projects, goals and objectives identified in their jointly-submitted HazMat Grant Program application under the NYS Division of Homeland Security and Emergency Services (DHSES) 2021 HazMat Grant Program Request for Application (RFA).

Definitions

The term **Submitting Partner** refers to the direct recipient of the FY2021 HazMat Grant Program award, who shall serve as fiduciary agent for the award. (See below for the specific responsibilities of the Submitting Partner.)

The term **Participating Partner** refers to the other entity or entities that joined with the submitting partner in applying for funding through the FY2021 HazMat Grant Program.

General Responsibilities of the Submitting Partner (SP)

The SP is to act as the principal point of contact with DHSES for application, management, and administration of the FY2021 HazMat Grant Program.

The SP is responsible for submitting all required fiscal reporting documents to DHSES and for maintaining all appropriate records pertaining to this grant program. Specific details related to fiscal reporting and records maintenance are outlined in DHSES's contract with the SP for the FY2021 HazMat Grant Program.

The SP is required to use the funds received through the FY2021 HazMat Grant Program in coordination with the Participating Partners, and in a manner that is consistent with their application.

General Responsibilities of the Participating Partner(s) (PP)

The PP(s) are responsible for coordinating with the SP to implement all projects funded under the FY2021 HazMat Grant Program.

Project-Specific Responsibilities

The responsibilities of the SP and each PP for each of the projects funded under the FY2021 HazMat Grant Program are outlined below:

Project

1. Equipment specifications and purchase
2. Equipment inventory survey.
3. Training and Exercise Support

Responsibilities of Submitting Partner

1. Draft specifications and purchase HazMat equipment (1) for Westchester County Department of Emergency Services HazMat Response Team, (2) Putnam County Emergency Services HazMat Team and (3) Dutchess County Emergency Response HazMat Division. Know all terms of equipment warranty and maintenance contract.
2. Westchester County Department of Emergency Services to take delivery of equipment, perform repair/maintenance as required under the warranty and maintenance contract and distribute to regional partners having obtained an equipment receipt from partners and established an equipment inventory process to be used by regional partners
3. Continue to train with regional partners; establish a training & exercise schedule; document meetings, training and exercises/drills.
4. The County of Westchester will maintain all right, title and interest to the HazMat equipment.

Responsibilities of each Participating Partner

1. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division to have input in equipment selection.
2. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division to take delivery of HazMat equipment and sign a receipt form to document that equipment was received and in good working order. Any malfunction or damage to the equipment will be reported to the Westchester County Department of Emergency Services HazMat Team leader immediately.
3. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division will assist in the design of training courses and exercises.
4. While Westchester County will properly maintain the field detection units, the individual counties will sustain the Chemical Protective Clothing (CPC) that will be distributed among the three teams.

Insurance and Indemnification

Each Participating Partner agrees to procure and maintain insurance naming the County of Westchester as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", each Participating Partner agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County of Westchester, the Participating Partners shall indemnify and hold harmless the County of Westchester, its officers, elected officials, employees and agents 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 possession and/or use, performance or failure to perform hereunder by the Participating Partners or third parties under the direction or control of the Participating Partners; and

(b) to provide defense for and defend, at their sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) In the event the Participating Partners do not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Participating Partners shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Points of Contact

Submitting Partner: Westchester County Department of Emergency Services

Primary Contact: Doug Stiller (914)-231-1689 dksc@westchestergov.com
Secondary Contact: Neil Caputo (914) 231-1178 nfc2@westchestergov.com

Participating Partner: Putnam County Bureau of Emergency Services

Primary Contact: Robert Lipton (845) 808-4000 x41101 Robert.lipton@putnamcountyny.gov
Secondary Contact: Ralph Falloon (845) 808-4000 x41102 Ralph.falloon@putnamcountyny.gov

Participating Partner: Dutchess County

Primary Contact: David J. Alfonso (845) 486-2080 dalfonso@co.dutchess.ny.us
Secondary Contact: Dana Smith (845) 486-2080 dsmith@co.dutchess.ny.us

Effective Date

The RPA shall commence upon execution and shall remain in effect for five (5) years.

Applicable Law

Each party shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, ordinances, directives, rules or regulations, including without limitation, the New York State Labor Law and Worker's Compensation Law and all amendments and additions thereto.

Modification

This RPA may be modified upon the signed consent of all the parties to the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____

PUTNAM COUNTY

By: _____

DUTCHESS COUNTY

By: _____

Approved by the Westchester County Board of Legislators on _____, 2024
by Act No. - _____

Approved:

Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

SCHEDULE "A "

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
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- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.



George Latimer
County Executive

August 1, 2024

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Emergency Services ("Department"), to enter into a Regional Partnership Agreement ("RPA") with Dutchess County and Putnam County (collectively "Regional Partners") in order to receive funding from the New York State Division of Homeland Security and Emergency Services ("DHSES") under the FY2022 Hazardous Materials ("HazMat") Grant Program. As your Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements ("IMAs") with other municipalities which involve shared services or performing services one for the other.

DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners. A Resolution authorizing the County to enter into this grant agreement has been submitted to the Board of Acquisition and Contract. The HazMat grant funds will be used for HazMat training, and to purchase equipment for the County's HazMat team. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State's HazMat teams within the Federal Emergency Management Agency typing system.

Funding for this initiative is provided by the federal Department of Homeland Security's State Homeland Security Program. The term of the RPA will commence upon execution and remain in effect for a period of five (5) years.

Pursuant to the HazMat Grant Program, DHSES will provide funding to the 18 designated Regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The State has designated the counties of Westchester, Putnam and Dutchess as a Regional Team for the Lower Hudson Valley Region. The County will receive the funds and administer the grant.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900

Email: ceo@westchestercountyny.gov



It should be noted that this grant opportunity builds on progress made by New York State through the FY2008-FY2020 iterations of the HazMat Grant Program.

For FY2022, the State will provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2022 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

Approval of this legislation will enable the County to strengthen its CBRNE detection, response and decontamination capabilities. Accordingly, I urge passage of the annexed legislation.

Sincerely,



George Latimer
County Executive

GL/RW/mb

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“Department”), to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2022 Hazardous Materials (“HazMat”) Grant Program. As this Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires this Honorable Board’s approval whenever the County enters into intermunicipal agreements (“IMAs”) with other municipalities which involve shared services or performing services one for the other.

Your Committee is advised that DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners will be used for HazMat training, and to purchase equipment for the HazMat team. This program will build sustainable Chemical, Biological, Radiological, Nuclear, and Explosives (“CBRNE”) detection, response and decontamination capabilities in the region. In addition, the RPA will promote the development of regional partnerships among the State HazMat community and enhance the standing of the State’s HazMat teams within the Federal Emergency Management Agency typing system.

Your Committee is advised that funding for this initiative is provided by the federal Department of Homeland Security’s State Homeland Security Program. The RPA will commence upon execution and remain in effect for a period of five (5) years.

The Department has informed your Committee that pursuant to the HazMat Grant Program, DHSES will provide funding to the 18 designated Regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The State has designated the counties of Westchester, Putnam and Dutchess as a Regional Team for the Lower Hudson Valley Region. The County will receive the funds and administer the grant.

Your Committee is advised that this grant opportunity builds on progress made by New York State through the FY2008-FY2020 iterations of the HazMat Grant Program.

For FY2022, the State will provide funds to all 18 regional HazMat Teams that provide coverage across the State outside of New York City via a non-competitive process. The FY2022 HazMat Grant will serve as a resource for regional HazMat Teams to maintain the existing equipment on their WMD Trailer and/or to build new capabilities.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed RPA may be classified as a “Type II” action pursuant the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (“SEQR”). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed Act. After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON:

C: MB 7/19/24

FISCAL IMPACT STATEMENT

SUBJECT: RPA NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: An Act authorizing the County of Westchester, acting by and through its Department of Emergency Services to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY 2022 Hazardous Materials Grant Program..

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: 0

Next Four years: 0

Prepared by: Julia Criscitelli

Title: Budget Specialist III

Department: Emergency Services

Reviewed By: 

Budget Director

8/8/24

If you need more space, please attach additional sheets.

TO: Maria Baratta, Assistant County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner



DATE: July 17, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR
REGIONAL PARTNERSHIP AGREEMENT FOR
HAZARDOUS MATERIALS GRANT FY2022**

PROJECT/ACTION: Entrance of the County, acting by and through its Department of Emergency Services, into a regional partnership agreement with the counties of Dutchess and Putnam in order to receive grant funding from the New York State Division of Homeland Security and Emergency Services under the FY2022 Hazardous Materials (HazMat) Grant Program. This funding will be used to purchase equipment (such as interoperable communication equipment, plug and patch kits, pressure gauges, probes, meter, flare kits and related items) and to provide training for the HazMat teams in order to maintain and/or build chemical, biological, radiological, nuclear and explosive detection, response and decontamination capabilities in the lower Hudson Valley region.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTIONS:**
- **617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment;
 - **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

COMMENTS: The County has been partnering with the counties of Putnam and Dutchess for a number of years in order to participate in this grant program.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Lindy Luddy, Department of Emergency Services
Claudia Maxwell, Principal Environmental Planner

ACT NO. 2024- ____

AN ACT authorizing the County of Westchester to enter into a Regional Partnership Agreement with Dutchess County and Putnam County in order to receive funding from the New York State Division of Homeland Security and Emergency Services under the FY2022 Hazardous Materials Grant Program.

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

Section 1. The County of Westchester (“County”), acting by and through its Department of Emergency Services, is hereby authorized to enter into a Regional Partnership Agreement (“RPA”) with Dutchess County and Putnam County (collectively “Regional Partners”) in order to receive funding from the New York State Division of Homeland Security and Emergency Services (“DHSES”) under the FY2022 Hazardous Materials Grant Program. DHSES is awarding One Hundred Twenty-Two Thousand, Five Hundred (\$122,500.00) Dollars to the County and its Regional Partners will be used for HazMat training, and to purchase equipment for the County’s Hazardous Materials team.

§2. The RPA will commence upon execution and remain in effect for a period of five (5) years.

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

§4. This Act shall take effect immediately.

**Regional Partnership Agreement
Between
Westchester County, Putnam County and Dutchess County
For the 2022 HazMat Grant Program**

Parties

The parties to the Regional Partnership Agreement (RPA) are the Counties of Westchester, Putnam and Dutchess.

Purpose

This RPA is intended to build regional WMD Hazardous Material Response and Decontamination Capabilities by:

- Setting forth the responsibilities of the HazMat Grant Program recipients: and
- Ensuring that HazMat Grant Program recipients work together to implement the projects, goals and objectives identified in their jointly-submitted HazMat Grant Program application under the NYS Division of Homeland Security and Emergency Services (DHSES) 2022 HazMat Grant Program Request for Application (RFA).

Definitions

The term **Submitting Partner** refers to the direct recipient of the FY2022 HazMat Grant Program award, who shall serve as fiduciary agent for the award. (See below for the specific responsibilities of the Submitting Partner.)

The term **Participating Partner** refers to the other entity or entities that joined with the submitting partner in applying for funding through the FY2022 HazMat Grant Program.

General Responsibilities of the Submitting Partner (SP)

The SP is to act as the principal point of contact with DHSES for application, management, and administration of the FY2022 HazMat Grant Program.

The SP is responsible for submitting all required fiscal reporting documents to DHSES and for maintaining all appropriate records pertaining to this grant program. Specific details related to fiscal reporting and records maintenance are outlined in DHSES's contract with the SP for the FY2022 HazMat Grant Program.

The SP is required to use the funds received through the FY2022 HazMat Grant Program in coordination with the Participating Partners, and in a manner that is consistent with their application.

General Responsibilities of the Participating Partner(s) (PP)

The PP(s) are responsible for coordinating with the SP to implement all projects funded under the FY2022 HazMat Grant Program.

Project-Specific Responsibilities

The responsibilities of the SP and each PP for each of the projects funded under the FY2022 HazMat Grant Program are outlined below:

Project

1. Equipment specifications and purchase
2. Equipment inventory survey.
3. Training and Exercise Support

Responsibilities of Submitting Partner

1. Draft specifications and purchase HazMat equipment (1) for Westchester County Department of Emergency Services HazMat Response Team, (2) Putnam County Emergency Services HazMat Team and (3) Dutchess County Emergency Response HazMat Division. Know all terms of equipment warranty and maintenance contract.
2. Westchester County Department of Emergency Services to take delivery of equipment, perform repair/maintenance as required under the warranty and maintenance contract and distribute to regional partners having obtained an equipment receipt from partners and established an equipment inventory process to be used by regional partners
3. Continue to train with regional partners; establish a training & exercise schedule; document meetings, training and exercises/drills.
4. The County of Westchester will maintain all right, title and interest to the HazMat equipment.

Responsibilities of each Participating Partner

1. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division to have input in equipment selection.
2. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division to take delivery of HazMat equipment and sign a receipt form to document that equipment was received and in good working order. Any malfunction or damage to the equipment will be reported to the Westchester County Department of Emergency Services HazMat Team leader immediately.
3. Putnam County Emergency Services HazMat Team and Dutchess County Emergency Response HazMat Division will assist in the design of training courses and exercises.
4. While Westchester County will properly maintain the field detection units, the individual counties will sustain the Chemical Protective Clothing (CPC) that will be distributed among the three teams.

Insurance and Indemnification

Each Participating Partner agrees to procure and maintain insurance naming the County of Westchester as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", each Participating Partner agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County of Westchester, the Participating Partners shall indemnify and hold harmless the County of Westchester, its officers, elected officials, employees and agents 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 possession and/or use, performance or failure to perform hereunder by the Participating Partners or third parties under the direction or control of the Participating Partners; and

(b) to provide defense for and defend, at their sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) In the event the Participating Partners do not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Participating Partners shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Points of Contact

Submitting Partner: Westchester County Department of Emergency Services

Primary Contact: Doug Stiller (914)-231-1689 dksc@westchestergov.com
Secondary Contact: Neil Caputo (914) 231-1178 nfc2@westchestergov.com

Participating Partner: Putnam County Bureau of Emergency Services

Primary Contact: Robert Lipton (845) 808-4000 x41101 Robert.lipton@putnamcountyny.gov
Secondary Contact: Ralph Falloon (845) 808-4000 x41102 Ralph.falloon@putnamcountyny.gov

Participating Partner: Dutchess County

Primary Contact: David J. Alfonso (845) 486-2080 dalfonso@co.dutchess.ny.us
Secondary Contact: Dana Smith (845) 486-2080 dsmith@co.dutchess.ny.us

Effective Date

The RPA shall commence upon execution and shall remain in effect for five (5) years.

Applicable Law

Each party shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, ordinances, directives, rules or regulations, including without limitation, the New York State Labor Law and Worker's Compensation Law and all amendments and additions thereto.

Modification

This RPA may be modified upon the signed consent of all the parties to the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____

PUTNAM COUNTY

By: _____

DUTCHESS COUNTY

By: _____

Approved by the Westchester County Board of Legislators on _____, 2024
by Act No. - _____

Approved

Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as _____, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

SCHEDULE "A "

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for

bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

James Nolan

Minority Whip, Legislator, 15th District
Chair, Committee on Veterans, Seniors & Youth



Committee Assignments:
Labor & Human Rights
Legislation
Parks & Environment

TO: Sunday Vanderberg, Clerk of the Board of Legislators

FROM: James Nolan, Minority Whip, 15th District

DATE: August 26, 2024

RE: A Local Law to Prohibit the Use of a Mask or Facial Covering for The Purposes of Concealing an Individual's Identity in a Public Place a/k/a "The Mask Transparency Act"

Please place the attached proposal, A Local Law to Prohibit the Use of a Mask or Facial Covering for The Purposes of Concealing an Individual's Identity in a Public Place a/k/a "The Mask Transparency Act", on the agenda for the September 16, 2024 meeting of the Westchester County Board of Legislators so that it may be referred to the appropriate committees.

Thank you.

LOCAL LAW -2024

A LOCAL LAW TO PROHIBIT THE USE OF A MASK OR FACIAL COVERING FOR THE PURPOSES OF CONCEALING AN INDIVIDUAL'S IDENTITY IN A PUBLIC PLACE A/K/A "THE MASK TRANSPARENCY ACT"

BE IT ENACTED by the County Legislature of the County of Westchester, as follows:

§1. Short Title. This law shall be known as the "The Mask Transparency Act" and shall appear in the Miscellaneous Laws of Westchester County as "The Mask Transparency Act"

§2. Legislative Intent.

This Legislature finds that masks and facial coverings that are not worn for health and safety concerns for religious, celebratory purposes, theater performances, or occupational safety are often used as a predicate to harassing, menacing or criminal behavior.

Therefore, the primary purpose of this law is to prohibit the wearing of masks or other facial covering in public unless such mask is worn for the purposes of protecting the wearer's health or safety, for religious or celebratory purposes, theater performances, or occupational safety reasons

§3. Prohibition on wearing of masks or facial coverings for the purposes of concealing an individual's identity in public places.

- a) No person or persons while wearing any mask or facial covering whereby the face or voice is disguised with the intent to conceal the identity of the wearer, enter, or appear upon or within any sidewalk, walkway, alley, street, road, highway or other public right-of-way or public property or private property without the consent of the owner or tenant. This law shall not apply to facial coverings worn to protect the health or safety of the wearer, for occupational safety reasons, for religious or cultural purposes, or for the peaceful celebration of a holiday or similar religious or cultural event for which the wearing of masks or facial coverings are customarily worn. A law enforcement officer may require a person or persons to remove the mask during traffic stops or when the officer has reasonable suspicion of criminal activity and/or intention to partake in criminal activity.
- b) The provisions of this section shall apply only if the person wearing the mask or facial covering:

1. remains or congregates in a public place with other persons so masked or disguised, or knowingly permits or aids persons so masked or disguised to congregate in a public place: or
2. acts with the intent, by force or threat of force, to injure, intimidate, or interfere with any person because of the person's exercise of any right secured by federal, state, or local law or to intimidate such person or any other person or any class of persons from exercising any right secured by federal, state, or local law: or
3. acts with the intent to intimidate, threaten, abuse, or harass any other person: or
4. is engaged in conduct that could reasonably lead to the institution of a civil or criminal proceeding against her or him, with the intent of avoiding identification in such a proceeding.

§4. Penalties. Any person that violates any provision of this law shall be guilty of a misdemeanor punishable by a fine of not more than one thousand dollars or imprisonment of not more than one year, or both.

§5. Severability: If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership entity or circumstance directly involved in the controversy in which order or judgment shall be rendered.

§6 SEQRA Determination: It is hereby determined by the Westchester County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Westchester County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required.

§7. Effective Date: This law shall take effect immediately, after becoming a law