

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

**DRAFT
IMA ON FILE**

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (“County”) acting by and through its Department of Public Safety (“Department”), to enter into an intermunicipal agreement (“IMA” or “Agreement”) with the Lakeland Central School District (“District”), pursuant to which the County will assign three (3) uniformed police officers to act as School Resource Officers at the following three (3) District’s schools: 1.) the Walter Panas High School; 2.) the Van Cortlandtville Elementary School; and 3.) the Lincoln-Titus Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term of five (5) years, commencing upon the opening day of school in September, 2021 and expiring in the last day of school in June, 2026 (the “IMA Term”).

Your Committee has been advised that the School Resource Officers’ duties will consist of working with the Schools to maintain a safe campus environment conducive to learning, including, *inter alia*, investigating allegations of criminal incidents in accordance with Department’s policies and procedures; working to prevent juvenile delinquency through close contact and positive relationships with students; working closely with school administrators and developing and implementing classes in crime prevention, drug abuse prevention, and safety; and serving as a good role model for students. In addition, the School Resource Officers will work in collaboration with the Schools to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around the Schools, as well as develop or expand crime prevention efforts for students. The School Resource Officers will not be permitted to conduct extended questioning of a student in the Schools unless the student’s parent/guardian has been contacted and provided an opportunity to be present.

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

- (a) The School Resource Officers shall sign-in at each of the Schools' Main Office upon arrival and sign-out at the same location upon departure at the end of the work day.
- (b) It is understood by both parties of this Agreement that the Department, in its discretion, may reassign each of the School Resource Officers from the Schools at any time in the event of an emergency.
- (c) In the event that a School Resource Officer is absent on any school day, the Department will not be obligated to provide a substitute for that day. However, if such School Resource Officer should be absent for more than five (5) consecutive school days, the Department may provide periodic school patrols as they are available from existing personnel.
- (d) The Department has instructed each of the School Resource Officers to notify the School they have been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that the School Resource Officer is not at the School under any circumstances. Notwithstanding the foregoing to the contrary, if the County is unable to assign an officer to serve as School Resource Officer for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.
- (f) The School Resource Officers shall consult with and coordinate activities through each of the Schools' principals or designees they have been assigned to.

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

- (i) For the 2021/2022 school Term, a total amount of Four Hundred Seventy-Three Thousand Two Hundred Six and 00/100 (\$473,206.00) Dollars, payable in two (2) installments of \$236,603.00 each;
- (ii) For the 2022/2023 School Term, a total amount of Four Hundred Eighty Six Thousand Two Hundred Nineteen and 00/100 (\$486,219.00) Dollars, payable in two (2) installments of \$243,109.50 each;
- (iii) For the 2023/2024 School Term, a total amount of Four Hundred Ninety Nine Thousand Five Hundred Ninety and 00/100 (\$499,590.00) Dollars, payable in two (2) installments of \$249,795.00 each; and

- (iv) For the 2024/2025 School Term, a total amount of Five Hundred Thirteen Thousand Three Hundred Twenty Nine and 00/100 (\$513,329.00) Dollars, payable in two (2) installments of \$256,664.50 each.
- (v) For the 2025/2026 School Term, a total amount of Five Hundred Twenty Seven Thousand Four Hundred Forty Five and 00/100 (\$527,445.00) Dollars, payable in two (2) installments of \$263,722.50 each.

For the 2021/2022 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 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.

As your Honorable Board will recall, by Act No. 2016-91 the County was authorized to enter into an agreement with the District for the 2016-2021 school years for these same services. The District has requested the continuation of this arrangement and, as such, authority is sought to enter into the foregoing IMA on the noted terms and conditions.

The Department of Planning has advised that the actions under the IMA do not meet the definition of an “action” under the New York State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR, Part 617.2(b). Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

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: July 26, 2021

White Plains, New York

COMMITTEE ON

Catherine E.
 Margaret A. Cypri
 Dedet Ali
~~Chiff~~ (WOP)

Dorcas E. Tubish
 Y. U. C.
 Benjamin Bayliff
 Ruth Akbar
 Namptson

Budget & Appropriations

Colin D. Smith
 Margaret A. Cypri
 Dedet Ali
~~Chiff~~ (WOP)
 Y. U. C.
 Benjamin Bayliff
 Namptson
 Namptson

Public Safety

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officers - Lakeland SC 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 \$ 473,206

Total Current Year Revenue \$ 473,206

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

Additional Appropriations

Other (explain)

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

Resource Officers for the District. One each at three separate campuses.

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: 2022 Expenses \$486,219 and Revenue \$486,219

2023 Expenses \$499,590 and Revenue \$499,590

2024 Expenses \$513,329 and Revenue \$513,329

2025 Expenses \$527,445 and Revenue \$527,445

Prepared by: Siva Gopalkrishna

Title: Supervisor-Fiscal Operations

Department: Public Safety


Date: April 14, 2021

Reviewed By: 

Budget Director

Date: 7/1/21

TO: George Latimer, County Executive
Kenneth Jenkins, Deputy County Executive
John Nonna, County Attorney

FROM: David Kvinge, AICP, RLA, CFM 
Director of Environmental Planning

DATE: May 14, 2021

SUBJECT: **ACTIVITIES NOT SUBJECT TO STATE ENVIRONMENTAL QUALITY
REVIEW**

As required by the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 (“SEQR”), the Board of Legislators (“BOL”) is the body that must assess the environmental significance of all actions that the BOL has discretion to approve, fund or directly undertake. The Planning Department has historically conducted the necessary environmental review for the BOL to undertake its responsibility under SEQR. Additionally, contracts going before the Board of Acquisition and Contracts (“BAC”) must be reviewed for conformance with SEQR.

Pursuant to Section 617.2(b) of SEQR, “Actions” are defined as:

- (1) projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of any natural resource or structure, that:
 - (i) are directly undertaken by an agency; or
 - (ii) involve funding by an agency; or
 - (iii) require one or more new or modified approvals from an agency or agencies;
- (2) agency planning and policy making activities that may affect the environment and commit the agency to a definite course of future decisions;
- (3) adoption of agency rules, regulations and procedures, including local laws, codes, ordinances, executive orders and resolutions that may affect the environment; and
- (4) any combinations of the above.

As part of the Planning Department’s ongoing review of its processes, we are streamlining the process for SEQR review and related document preparation for the BOL and BAC. The most effective method to achieve a more timely SEQR review is to create a list of categories of activities **that do not meet the definition of an “action”** as defined in SEQR. This list will reference activities that are routine and which do not change the use, appearance or condition of any natural resource or structure, nor do they involve policies or regulations that may affect the environment. The creation of this list in no way eliminates the BOL’s or BAC’s responsibilities

Activities not Subject to SEQR
May 14, 2021
Page 2

under SEQR. Rather, it establishes a workflow for items that are routine and do not, under the law, require environmental review.

Accordingly, the Planning Department advises that no environmental review is required and no SEQR documentation is necessary for submission with BOL legislation or with resolutions or contracts requiring BAC approval regarding activities on the attached list.

County departments and agencies may reference this memorandum in the legislation in order to document compliance with SEQR for actions listed herein. As such, this memorandum should be kept on file with the Clerk of the Board of Legislators. Legislation should include a statement similar to the following: "The proposed project does 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 May 14, 2021, which is on file with the Clerk of the Board of Legislators."

This memorandum will be distributed to all Commissioners as part of County operations.

Please contact me if you have any questions.

Att.

cc: Malika Vanderberg, Clerk and Chief Administrative Officer to the Board of Legislators
Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Steve Bass, Director of Intergovernmental Relations
Paula Friedman, Assistant to the County Executive
Stacey Dolgin-Kmetz, Chief Deputy County Attorney
Tami Altschiller, Assistant Chief Deputy County Attorney
Norma Drummond, Commissioner of Planning

**ACTIVITIES THAT DO NOT MEET THE DEFINITION OF AN “ACTION”
PURSUANT TO SEQR AND ARE, CONSEQUENTLY, NOT SUBJECT TO SEQR**

1. **BUDGETS AND AMENDMENTS**

- Municipal budgets and amendments to them – The budgeting process merely sets aside funds without a commitment to their expenditure. Operating expenditures are typically for government-related activities that would also not meet the definition of an action. Even the establishment of the Capital Budget is not subject to SEQR because many of the capital projects are usually not definitive enough with respect to potential impacts to be reviewable at the time the budget is adopted. However, any subsequent authorization, such as bonding, to undertake a particular capital project is an action that requires SEQR compliance before it may be approved.
- The transfer of funds within the County operating and capital budgets for the purpose of balancing accounts – It is understood that these actions are purely budgetary, where accounts with excess funds are moved to accounts with existing or anticipated deficits. It is further understood that the activities covered by these accounts have either already occurred or been reviewed in accordance with SEQR, are Type II actions or actions that are not subject to SEQR, or are actions that will require future approval prior to being undertaken, at which time further SEQR review may be appropriate.
- Rescissions or reduction of bond acts to cancel unspent funds.

2. **SERVICES**

- Consultant services – Contracts or agreements that provide for administrative services, training, reports for Boards and Commissions, but not including studies or design of physical improvements, which has been listed under SEQR as Type II.
- Social Services – Actions or agreements that provide services to persons in need, such as employment assistance, family/domestic intervention and respite care.
- Youth services – Actions or agreements that provide for youth services, such as a Resource Allocation Plan, Invest-in-Kids Program, after-school programs, camp programs and head-start programs.
- Senior programs & services – Actions or agreements that provide for services to seniors, such as provision of information/education, home care, nutrition & transportation assistance, caregiver support, and acceptance of federal and state grants providing for such services (e.g., OAA Title III grants and NYSOFA grants, including CSE, CSI, CRC, EISEP, NYSTP, WIN & NSIP).
- Public Safety services – programs that promote public safety, such as STOP-DWI, Police Night Out, and intermunicipal agreements (IMAs) for shared training, equipment and response to emergencies.
- Fire services – Fire district IMAs for shared training, equipment and response to emergencies.
- Legal services – Contracts for outside counsel, litigation or associated monetary settlements.
- Medical Services – Contracts with medical providers for medical examinations, testing or vaccinations of County employees or the public.

3. PERSONNEL MATTERS

- Actions related to employment or employees.
- Contracts for temporary staff assistance.
- Legislation pertaining to establishment and membership of boards and commissions.

4. FINANCES

- Tax Anticipation Notes.
- Bond acts to finance tax certiorari payments.
- Banking contracts/agreements for money management services.
- Mortgage tax receipts disbursements (County Clerk).
- Refinancing of affordable housing mortgages.
- Payment in Lieu of Taxes (PILOT) agreements.

5. LAWS

- New laws or amendments of existing laws that regulate the sale or use of products for the protection of public health.
- New laws or amendments of existing laws that regulate businesses for the protection of consumers.
- Pertaining to consumer protection, not including professional licensing, which have been classified as Type II.
- Pertaining to animal welfare, excluding regulations involving habitat management.
- Pertaining to public safety.
- Pertaining to taxation, such as establishment of new taxes or tax exemptions.
- Pertaining to establishment or modification of fees.
- Pertaining to notices, publications and record keeping.
- Pertaining to hiring or contracting procedures.
- Pertaining to the functioning of County government, such as term limits, board appointments, etc. that do not impact the environment.

6. MISCELLANEOUS

- Amendments to existing agreements for changes in name or consultants.
- Prisoner Transport IMAs.
- Tourism Promotion Agency designation.
- Software licenses.
- IMAs for temporary housing in existing facilities (homeless, inmate, troubled youths, domestic violence victims).

WCDP
5/14/2021

ACT NO. 2021 - 142

An ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Lakeland Central School District whereby the County will assign three (3) uniformed police officers to act as a School Resource Officers for the District at the Walter Panas High School, the Van Cortlandville Elementary School and the Lincoln-Titus Elementary School.

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

Section 1. The County of Westchester (the “County”), acting by and through its Department of Public Safety (“Department”), is hereby authorized to enter into an inter-municipal agreement (“IMA” or “Agreement”) with the Lakeland Central School District (“District”), pursuant to which the County will assign three (3) uniformed police officers to act as School Resource Officers at the following three (3) District’s schools: 1) Walter Panas High School; 2) the Van Cortlandville Elementary School; and 3) the Lincoln-Titus Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term of five (5) years, commencing upon the opening day of school in September, 2021 and expiring on the last day of school in June, 2026 (the “IMA Term”).

§2. The School Resource Officers duties shall consist of working with the Schools to maintain a safe campus environment conducive to learning, including, *inter alia*, investigating allegations of criminal incidents in accordance with Department policies and procedures; working to prevent juvenile delinquency through close contact and positive relationships with students; working closely with the Schools’ administrators and developing and implementing classes in crime prevention, drug abuse prevention, and safety, and serving as a good role models for students. In addition, the School Resource Officers will work in collaboration with the Schools to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around the Schools, as well as develop or expand crime prevention efforts for students. The School Resource Officers shall not be permitted to conduct extended questioning of a student in the

Schools unless the student's parent/guardian has been contacted and provided an opportunity to be present.

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

- (a) The School Resource Officers shall sign-in at each of the Schools' Main Office upon arrival and sign-out at the same location upon departure at the end of the work day.
- (b) It is understood by both parties of this Agreement that the Department, in its discretion, may reassign each of the School Resource Officers from the Schools at any time in the event of an emergency.
- (c) In the event that a School Resource Officer is absent on any school day, the Department will not be obligated to provide a substitute for that day. However, if such School Resource Officer should be absent for more than five (5) consecutive school days, the Department may provide periodic school patrols as they are available from existing personnel.
- (d) The Department has instructed each of the School Resource Officers to notify the School they have been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
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§4. In consideration for services rendered, the District will pay the County as follows:

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For the 2021/2022 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 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 any officer serving as School Resource Officer in connection with his or her duties under the Agreement.

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

§6. This Act shall take effect immediately.

STATE OF NEW YORK)
)
WESTCHESTER COUNTY) ss.

I HEREBY CERTIFY that I have compared the foregoing Act, Act No. 142 - 2021, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on August 2, 2021, and approved by the County Executive on August 3, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 5th day of August, 2021.

Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York

