

Reference JAG 2022

**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 City Yonkers, (the “City”) for the distribution to the City of grant funds received from the Justice Assistance Grant (“JAG”) for 2022. The IMA will be for a four-year term from October 1, 2021 through September 30, 2025.

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 2022. Under the IMA, the Department will receive funding to help cover overtime expenses. Of the \$96,021 in JAG funding to be provided to the County, the County will disburse \$45,000 to the City. The County will use the anticipated remainder of \$51,021 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 City.

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 Planning Department has advised that the IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 14, 2022, 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: January 17th, 2023
White Plains, New York

Committee on: January 23rd, 2023

Public Safety

Napaul A. Cypri

[Signature]

[Signature]

[Signature]

Nancy E. Barr

Budget & Appropriations

Debat Falin

Tony Green

Nancy E. Barr

[Signature]

Colin O'Hara

Colin Barr

Walter Miller

[Signature]

Dated: January 23rd, 2023
White Plains, New York

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

Budget and Appropriations

A handwritten signature in black ink, appearing to read "Catherine Song". The signature is written in a cursive style with a small flourish at the end.

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-Y029 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: 2021-2025 Expenses \$96,021 and Revenue \$96,021

Prepared by: Siva Gopalkrishna

Title: Director-Administrative Services

Department: Public Safety

Date: November 17, 2022

Reviewed By: 

Budget Director

Date: 12/2/22

ACT NO. _____-20____

AN ACT to authorize the County of Westchester to enter into a four-year inter-municipal agreement with the City of Yonkers for the administration of the Edward Byrne Memorial Justice Assistance Grant for 2022.

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, 2021 through September 30, 2025 with the City of Yonkers for the administration of the Edward Byrne Memorial Justice Assistance Grant (“JAG”) for 2022. Of the \$96,021 in JAG funding to be provided to the County, the County will disburse \$45,000 to the City. The County will use the anticipated remainder of \$51,021 in JAG funds for the Department of Public Safety’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 City.

§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 and the COUNTY of WESTCHESTER,
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM:
FY 2022 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;

(Collectively, 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 \$96,021

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 2022 Local Solicitation for the term of the grant, which commenced effective October 1, 2021 and continues through September 30, 2025.

Section 2.

The Parties agree that should the County be provided with the \$96,021 in JAG funding, then the County will disburse for various law enforcement programs, as follows:

The City of Yonkers shall receive an estimated amount of \$45,000 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 Yonkers.

Section 3.

The County agrees, assuming receipt thereof, to use the anticipated remainder of \$51,021 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 agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Yonkers 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 Yonkers or third parties under their direction or control. In addition, Yonkers 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.

Yonkers further agrees 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.

Yonkers acknowledges and agrees that it has reviewed the applicable grant agreement and any other relevant documents (together the "Grant"). Yonkers agrees 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. Yonkers further agrees to supply such information and reports as the County may request. Yonkers 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. Yonkers hereby certifies that neither it, nor its 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

DRAFT