

ACT 25 - 2023

**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 Services (“Department”), to enter into an intermunicipal agreement (“IMA” or “Agreement”) with the Katonah-Lewisboro School District (“District”), pursuant to which the County will assign one (1) uniformed police officer to act as the School Resource Officer (“SRO”) at the schools and shared campus of the District, as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and 3.) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the “IMA Term”).

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

Your Committee has been further advised that the SRO assigned to the Schools will provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September (except for the first year of the IMA Term when services will commence on October 31, 2022) through the last day of school in June of each year of the IMA Term (each, a "School Term"), in accordance with the District's annual school calendar for each School Term, subject to the following parameters:

- (a) The District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a 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.
- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that 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 an SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.
- (f) The SRO shall consult with and coordinate activities through each of the Schools' principal or designee they have been assigned to.
- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO 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 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars,

- payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
- (ii) for the 2023-2024 School Term, a total amount of One Hundred Sixty Thousand, Nine Hundred Twenty and 00/100 (\$160,920.00) Dollars, payable in two (2) equal installments of Eighty Thousand, Four Hundred Sixty and 00/100 (\$80,460.00) Dollars each;
 - (iii) for the 2024-2025 School Term, a total amount of One Hundred Sixty-Four Thousand, Nine Hundred Forty-Three and 00/100 (\$164,943.00) Dollars, payable in two (2) equal installments of Eighty-Two Thousand, Four Hundred Seventy-One and 50/100 (\$82,471.50) Dollars each;
 - (iv) for the 2025-2026 School Term, a total amount of One Hundred Sixty-Nine Thousand, Sixty-Seven and 00/100 (\$169,067.00) Dollars, payable in two (2) equal installments of Eighty-Four Thousand, Five Hundred Thirty-Three and 50/100 (\$84,533.50) Dollars each; and
 - (v) for the 2026-2027 School Term, a total amount of One Hundred Seventy-Three Thousand, Two Hundred Ninety-Three and 00/100 (\$173,293.00) Dollars, payable in two (2) equal installments of Eighty-Six Thousand, Six Hundred Forty-Six and 50/100 (\$86,646.50) Dollars each.

For the 2022-2023 School Term, the first installment shall be paid upon execution of this Agreement and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining Term of this Agreement will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

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

Your Committee is advised that while this is the first school resource officer agreement requested by the District, your Honorable Board has previously authorized the County to enter into similar agreements with other school districts, on similar terms and conditions for services rendered.

The Department of Planning has advised that the proposed IMA does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, 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: *January 17th, 2023*
White Plains, New York

Committee on: January 23rd, 2023

Public Safety

Tony [Signature]
[Signature]
[Signature]
Margaret A. Cio
[Signature]

K:MB.10.2022

Budget & Appropriations

[Signature]
[Signature]
James J. Kelly - Johnson
[Signature]
[Signature]
[Signature]
[Signature] (w/o prejudice)
[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 By". The signature is written in a cursive style with a small dot above the 'y'.

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - Katonah-Lew 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 \$ 125,596

Total Current Year Revenue \$ 125,596

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

Additional Appropriations

Other (explain)

Identify Accounts: 38-2000-1010/9230. Assign one uniformed police officer 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: 2023 Expenses \$160,920 and Revenue \$160,920

2024 Expenses \$164,943 and Revenue \$164,943

2025 Expenses \$169,067 and Revenue \$169,067

2026 Expenses \$173,293 and Revenue \$173,293

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: October 20, 2022

Reviewed By: 

Budget Director

Date: 12/2/22

ACT NO. 2023 - 25

An ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Katonah-Lewisboro School District whereby the County will assign one (1) uniformed police officer to act as a School Resource Officer for the District at the John Jay High School, the John Jay Middle School, and upon request, at the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond 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 Services (“Department”), is hereby authorized to enter into an inter-municipal agreement (“IMA” or “Agreement”) with the Katonah-Lewisboro School District (“District”), pursuant to which the County will assign one (1) uniformed police officer to act as the School Resource Officer (the “SRO”) at the schools and shared campus of the District, as follows: 1.) the John Jay High School; 2.) the John Jay Middle School; and upon request, to 3.) the Increase Miller Elementary School, the Katonah Elementary School, and the Meadow Pond Elementary School (individually, the “School” or collectively, the “Schools”). The proposed IMA will be for a term commencing on October 31, 2022 and expiring on the last day of school in June, 2027 (the “IMA Term”).

§2. The SRO’s duties shall consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SRO will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participating and providing guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, counseling, mentoring and after hour wellness checks for

at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SRO will work in collaboration with the Schools to address crime and disorder problems. The SRO is not permitted to conduct extended questioning of a student in the School unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

§3. The SRO 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 (except for the first year of the IMA when services will commence on October 31, 2022) 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 District must regularly coordinate with the SRO and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (b) It is understood by both parties to this Agreement that the Department, in its discretion, may reassign the SRO from the Schools at any time in the event of an emergency, or for required training.
- (c) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a 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.
- (d) The Department has instructed the SRO to notify the Schools that s/he has been assigned to and the Department of any absences, anticipated or otherwise, at the earliest possible time.
- (e) The County will not be obligated to provide the District with any monetary credit for time that 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 an SRO for an extended period of time, this Agreement may be terminated by the District upon thirty (30) days' notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period, subsequent to the date of termination.

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- (g) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

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

- (i) for the 2022-2023 School Term, a total amount of One Hundred Twenty-Five Thousand, Five Hundred Ninety-Six and 00/100 (\$125,596.00) Dollars, payable in two (2) equal installments of Sixty-Two Thousand, Seven Hundred Ninety-Eight and 00/100 (\$62,798.00) Dollars each;
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§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)
) ss.
WESTCHESTER COUNTY)

I **HEREBY CERTIFY** that I have compared the foregoing Act, Act No. 25 - 2023, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on January 23, 2023, and approved by the County Executive on January 27, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 30th day of January, 2023.



Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York

