

Westchester County

George Latimer
County Executive

November 1, 2023

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.

The Planning Department has advised that the proposed 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 12, 2023, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Very truly yours,

A handwritten signature in cursive script, appearing to read "George Latimer".

George Latimer
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 12, 2023, 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

COMMITTEE ON

mg 10-13-23

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: G029-38-2029 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: _____

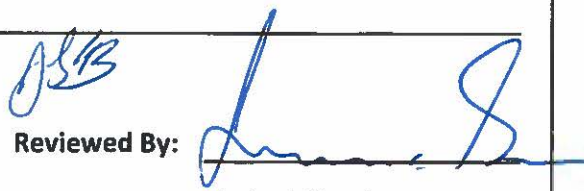
Next Four Years: 2022-2026 Expenses \$122,354 and Revenue \$122,354

Prepared by: Siva Gopalkrishna

Title: Director-Administrative Services

Department: Public Safety

Date: October 31, 2023

Reviewed By: 

Budget Director

Date: 10/31/23

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