ACT 166 - 2024

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, 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 is 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: September 23rd, 2024
White Plains, New York

C:JPG 7.22.24

September 24th, 2024

Budget & Appropriations

Public Safety

Dated: September 23, 2024
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

Committee(s) on:

Budget & Appropriations

Dated: September 24th, 2024
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.

Public Safety

Colin O. Smith

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - Somers SD [X] **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[X] 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): [X] 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: Christine Daugherty

Budget Director

Date: 7/21/24

ACT NO. 2024- 166

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:

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(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;

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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.

STATE OF NEW YORK)
) ss.
WESTCHESTER COUNTY)

I HEREBY CERTIFY that I have compared the foregoing Act, Act No. 166 - 2024, 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 September 30, 2024, and approved by the County Executive on October 1, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 2nd day of October, 2024.

Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York

COUNTY BOARD OF LEGISLATORS ★ COUNTY ★ WESTCHESTER COUNTY, N.Y. 1683 ORGANIZED