



George Latimer
County Executive

July 1, 2021

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 consideration and approval is legislation, which if adopted, would authorize the County of Westchester (the "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 (the "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").

I have 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.

I have 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.

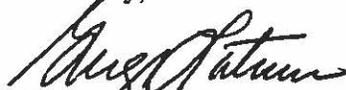
The District shall not be responsible for any overtime pay earned by an officer serving as School Resource Officer in connection with his or her duties under the IMA.

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. As you know your Honorable Board may use such expert advice to make its own conclusion.

I believe this proposed IMA is in the best interests of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,



George Latimer
County Executive

GL/CMC/cmc
Attachments

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

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.

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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: _____, 2021

White Plains, New York

COMMITTEE ON

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

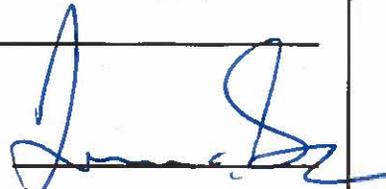
Prepared by: Siva Gopalkrishna

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

under SEQ. 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 SEQ 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 SEQ 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 -

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.
- (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.

§4. 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;
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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.

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 are 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.

Section 2. The School Resource Officers shall be assigned to each of the Schools on a full time basis of eight (8) hours per day, on the days the School is in session, with the following understanding:

- (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.
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- (f) The School Resource Officers shall consult with and coordinate activities through each of the Schools' principals or designees they have been assigned to.

Section 3. The School Resource Officers shall be assigned to the Schools only during any given school term, which shall be defined as the opening day of school in September through the last day of school in June of any given school year (the "School Term"), in accordance with

the District's annual school calendar. This Agreement shall be for a term of five (5) years ("Term") and services shall be provided only during any given School Term. This Agreement shall commence upon the opening day of school in September, 2021 and expire on the last day of school in June, 2026 (the "Term").

Section 4. In consideration for the 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;
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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 this Agreement.

Section 5. It is understood and agreed that at all times each School Resource Officer shall remain an employee of the Department and shall be under the overall supervision of the Commissioner of the Department or his/her authorized designee ("Commissioner") and shall follow all policies and procedures of the Department. The District acknowledges that each School Resource Officer shall remain responsive to the chain of command of the Department. The County shall indemnify and hold harmless the District from any claims, suits, causes of action, damages or losses arising out of allegations of unfair or unlawful labor practices brought by an officer assigned as a School Resource Officer.

Section 6. The District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A," District agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, District shall 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 arising directly or indirectly out of the performance or failure to perform hereunder by District or third parties under the direction or control of District; and

(b) 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 Agreement, except for that which was contributed to, caused by or resulting from the sole negligence of the County, and to bear all other costs and expenses related thereto; and

(c) In the event District does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then District shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Section 7. This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 8. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the District: Superintendent
Lakeland Central School District
1086 East Main Street
Shrub Oak, New York 10588

Section 9. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the

party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 10. This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

Section 11. The District and the County agree that the District and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the District covenants and agrees that neither the District nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 12. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 13. 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 Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 14. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Thomas A. Gleason
Acting Commissioner of Public Safety

LAKELAND CENTRAL SCHOOL DISTRICT

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No 2021-_____ at a meeting duly held on the _____ day of _____, 2021.

Approved as to form and
Manner of execution:

Assistant County Attorney
The County of Westchester
Lakeland IMA.cmc.04.26.2021.doc

Date

DISTRICT'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this ____ day of _____, 2021, before me personally came _____, to
me known, and known to me to be the _____ of _____
_____, the municipal corporation described in and which executed the within
instrument, who being by me duly sworn did depose and say that he/she, the said _____
_____ resides at _____ and that he/she is the
_____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY

(District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of District)

(the "District") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the District was, at the time of execution _____ of
(Title of such person),

the District, that said agreement was duly signed for on behalf of said District by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this ___ day of _____, 2013, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,

(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____

resides at _____, and that
he/she is the _____ of said municipal corporation.

(Title)

Notary Public County

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS

1. Prior to commencing work, and throughout the term of the Agreement, the District shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The District shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Replace and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the District shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the District to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the District concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of District's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the District until such time as the District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the District maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The District shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) **Workers' Compensation and Employer's Liability.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) **Commercial General Liability Insurance** with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
- i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) **Commercial Umbrella/Excess Insurance:** \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
- (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

3. All policies of the District shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the District.

DRAFT