

41348

DATE: July 16, 2014

TO: Board of Acquisition and Contract

FROM: George N. Longworth
Commissioner-Sheriff of Public Safety

RE: Authority for the County of Westchester, acting through its Department of Public Safety Services, to enter into an Inter-Municipal Agreement with the Somers Central School District whereby the County will assign two (2) uniformed police officers to act as School Resource Officers for the District

Authorization is requested for the County of Westchester ("County"), acting by and through its Department of Public Safety Services (the "Department"), to enter into an Inter-Municipal agreement ("IMA") with the Somers Central School District ("District") whereby the County will assign two (2) 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/Somers High School campus and one (1) SRO to be assigned to the Somers Middle School/Intermediate School campus (hereinafter collectively the "Schools") for a five (5) year term commencing upon the opening of school in September, 2014 and continuing through the last day of school in June, 2019 (the "Term").

The School Resource Officers assigned to the Schools will provide services eight (8) hours per day on the days that Schools are in session for the period commencing upon the opening of school in September through the last day of school in June (the "School Term") in accordance with the School District's calendar, subject to the following parameters:

- (a) The SROs shall sign-in at the Main Office upon arrival at said Schools and sign-out there at the end of the work day;
- (b) It is understood by both parties to the Agreement that the Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (c) In the event that the SROs are absent on any school day, the Department will not be obligated to provide a substitute for that day. However, if the SROs should be absent for more than

two (2) consecutive school days, the Department will, upon written notice from the District, provide periodic school patrols from existing personnel;

- (d) 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. The SROs shall provide such notification to the Principals of the Schools and to the Assistant Superintendent of the District;
- (e) The County will not be obligated to provide the District with any monetary credit for time that the SROs are not at the Schools under any circumstances. Notwithstanding the foregoing, if the County is unable to assign an officer to serve as SRO for fifteen (15) days (whether consecutive or non-consecutive) during the School Term, the IMA may be terminated by the District upon fifteen (15) days' notice to the County. The termination may be revoked by the District during the 15-day notice period. In the event of such termination, the County shall refund a prorated portion of the monies paid by the District for services in the School Term. This prorated portion shall be based upon that portion of the School Term (from the initial absence to the end of the School Term) in which services were not provided to the District.
- (f) The SROs shall consult with and coordinate activities through the principals of the Schools.

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

- (i) for the 2014/2015 School Term, a total amount of Two Hundred Thirty-Eight Thousand Four Hundred Twenty-Eight (\$238,428.00) Dollars, payable in two installments of \$119,214.00 each;
- (ii) for the 2015/2016 School Term, a total amount of Two Hundred Forty-Two Thousand Eight Hundred Fifty-Six (\$242,856.00) Dollars, payable in two installments of \$121,428.00 each;
- (iii) for the 2016/2017 School Term, a total amount of Two Hundred Fifty-Four Thousand Eight Hundred Sixty-Four (\$254,864.00) Dollars, payable in two installments of \$127,432.00 each;
- (iv) for the 2017/2018 School Term, a total amount of Two Hundred Sixty Thousand Eight Hundred (\$260,800.00) Dollars, payable in two installments of \$130,400.00 each; and
- (v) for the 2018/2019 School Term, a total amount of Two Hundred Sixty-Six Thousand Eight Hundred Eighty-Six (\$266,886.00) Dollars, payable in two installments of \$133,443.00 each.

For the 2014/2015 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.

In addition, 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.

The proposed IMA is in the public's best interest and will promote the safety and general welfare of the public by having a School Resource Officer working with the District 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 school administrators and developing and implementing classes in crime prevention, drug abuse prevention, and safety; and serving as a good role model for students.

The goals and objectives of this program are to enhance public safety. The School Resource Officer will work in collaboration with the District to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around the school, as well as develop or expand crime prevention efforts for students. The School Resource Officer shall not be permitted to conduct extended questioning of a student in school unless the student's parent/guardian has been contacted and provided an opportunity to be present.

The Department will track and monitor the goals and objectives of this program by reviewing the program on an ongoing basis for the duration of the contract. The Commanding Officer of the Patrol Services Division will conduct reviews during which feedback will be gathered regarding the effectiveness of the program. This information will be reported to the Commissioner of the Department of Public Safety.

The Westchester County Board of Legislators authorized this IMA at a meeting duly held on July 14, 2014 by Act No. 2014-129.

Based upon the foregoing, I most respectfully recommend approval of the attached Resolution.

GNL/CS/jpg

RESOLUTION

Upon a communication from Commissioner-Sheriff of Public Safety, be it hereby

RESOLVED, that the County of Westchester ("County"), acting by and through its Department of Public Safety Services (the "Department"), is authorized to enter into an inter-municipal agreement ("IMA") with the Somers Central School District ("District") whereby the County will assign two (2) 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/Somers High School campus and one (1) SRO to be assigned to the Somers Middle School/Intermediate School campus for a five (5) year term commencing upon the opening of school in September, 2014 and continuing through the last day of school in June, 2019 (the "Term"); and be it further

RESOLVED, that in consideration for services rendered, the District will pay the County as follows:

- (i) for the 2014/2015 school term, a total amount of Two Hundred Thirty-Eight Thousand Four Hundred Twenty-Eight (\$238,428.00) Dollars, payable in two installments of \$119,214.00 each;
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- (v) for the 2018/2019 school term, a total amount of Two Hundred Sixty-Six Thousand Eight Hundred Eighty-Six (\$266,886.00) Dollars, payable in two installments of \$133,443.00 each;

and be it further

RESOLVED, that for the 2014/2015 school term, the first installment shall be paid upon execution of the 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.

RESOLVED, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Dollars
2014	101	38	2000	9230	\$119,214.00
2015	101	38	2000	9230	\$240,642.00
2016	101	38	2000	9230	\$248,860.00
2017	101	38	2000	9230	\$257,832.00
2018	101	38	2000	9230	\$263,843.00
2019	101	38	2000	9230	\$133,443.00

Budget Funding Year(s) 2014-2019 Start Date September 1, 2014 End Date June 30, 2019
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
 \$ 1,263,834.00 Federal Aid _____
 (must match resolution) Other \$1,263,834.00 _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/14/2014 - JOMAR PERERA, SECRETARY