

**45109**

**TO: Board of Acquisition and Contract**

**FROM: Kunjlata Ashar, M.D.  
Department of Labs & Research  
Medical Examiner/ Pathologist**

**DATE: February 27, 2015**

**RE: Resolution authorizing the County of Westchester, by and through its Department of Laboratories and Research, to enter into a Memorandum of Understanding with the Federal Bureau of Investigation, Laboratory Division for participation in the National DNA Index System and the Combined DNA Index System; use of the software for same including training, installation, user support and software upgrades at no cost, which allows the Department of Laboratories and Research to store and match DNA records from legally collected samples, offenders, crime scene evidence and missing persons**

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The attached resolution, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), by and through its Department of Laboratories and Research (the "Department") to enter into a memorandum of understanding ("MOU") with the Federal Bureau of Investigation, Laboratory Division ("FBI") for participation in the National DNA Index System ("NDIS") and the Combined DNA Index System ("CODIS") as part of a technical assistance program to State and Local forensic DNA laboratories which will allow the Department to store and match DNA records from legally collected samples, offenders, crime scene evidence and missing persons. The FBI will provide the Department with CODIS software, which includes database and networking capabilities, as well as training, installation, user support and software upgrades at no cost to the County. The State DNA Index System ("SDIS") shall be the gatekeeper and central point of contact between the Department and the NDIS. The FBI may terminate the MOU upon thirty (30) days written notice to the Department.

Further, the terms of the MOU require that the County shall be "legally responsible for any demands, claims, actions, suits or proceedings brought by any third party against it that is a consequence of the conduct of the Department, including, but not limited to, any damages for false imprisonment or arrest".

This MOU is in the best interest of the County as it will give the Department's laboratory personnel access to the NDIS and CODIS to facilitate DNA matches from legally collected samples, offenders, crime scene evidence and missing persons and therefore protecting the safety of the public.

The goals and objectives of the MOU are to improve and enhance the County DNA testing services and are therefore important for the residents of the County in terms of improving the efficiency of the criminal justice system. Further, this program and software including training, installation, user support and software upgrades are being provided by the FBI at no cost to the County which is an additional benefit.

The goals and objectives of this MOU will be tracked and monitored by the Department.

As I believe this MOU to be in the best interests of the County, I most respectfully urge your Honorable Board to approve the attached proposed Resolution.

KA/lac  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/26/2015 - JOHANNES VIEIRA, SECRETARY

## RESOLUTION

Upon a communication from the Medical Examiner/Pathologist, be it hereby

**RESOLVED**, that the County of Westchester (the “County”), by and through its Department of Laboratories and Research (the “Department”) is authorized to enter into a memorandum of understanding (“MOU”) with the Federal Bureau of Investigation, Laboratory Division (“FBI”) for participation in the National DNA Index System and the Combined DNA Index System and software for same, which includes database and networking capabilities, as well as training, installation, user support and software upgrades which will allow the Department to store and match DNA records from legally collected samples, offenders, crime scene evidence and missing persons at no cost to the County for an indefinite term with the FBI having an option to terminate the MOU upon thirty (30) days notice to the County; and be it further

**RESOLVED**, the pursuant to the MOU, the County will agree to be “legally responsible for any demands, claims, actions, suits or proceedings brought by any third party against it that is a consequence of the conduct of the Department, including, but not limited to, any damages for false imprisonment or arrest”; and be it

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

Account to be  
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	31	0010-3100			\$ 0

Budget Funding Year(s): \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
(must match resolution)

Funding Source Tax Dollars \_\_\_\_\_  
State Aid \_\_\_\_\_  
\$ 0 Federal Aid \_\_\_\_\_  
(must match resolution) Other \_\_\_\_\_