

**55930**

March 16, 2017

TO: Honorable Members  
Board of Acquisition and Contract

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

RE: Authority for the County of Westchester to enter into a grant agreement with the New York State, acting by and through its Division of Criminal Justice Services, pursuant to which the County will accept a grant in an amount not to exceed \$108,960.00 in State funds for the Department of Public Safety to participate in the Police Protective Equipment Program for the period January 1, 2017 to December 31, 2017, pursuant to an approved budget.

Attached for your consideration is a Resolution which, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety (the "Department") to enter into an agreement (the "Agreement") with the State of New York (the "State"), acting by and through its Division of Criminal Justice Services ("DCJS"), under its 2016 Police Protective Equipment Grant Program, to receive grant funds for the County to purchase approved equipment for a term of January 1, 2017 through December 31, 2017, and for an amount not-to-exceed \$108,960.00, pursuant to periodic reimbursement to the County from DCJS subsequent to the County making any such purchases.

Under the Agreement, DCJS shall directly reimburse the County for such aforementioned purchases for an amount not-to-exceed \$108,960.00, upon the County's presentation of invoices to the DCJS, together with supporting documentation.

Under the terms of the Agreement, the County shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the County. The County shall indemnify and hold harmless the State of New York and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Agreement.

The Agreement's goals and objectives shall serve a public purpose by providing the County with funds to purchase equipment to maintain and further improve the County's ability to respond to and mitigate serious threats such as active shooter events throughout the County.

The Agreement is in the County's best interest regarding public safety as the grant funds that the County shall obtain thereunder to purchase the aforementioned equipment shall allow it to continue and improve its ability to protect residents from the serious threat of an active shooter event.

The Department shall track and monitor the Agreement's effectiveness by analyzing the results obtained from a series of DCJS required performance measures.

I certify that my department, a.) has copies of, or access to, all applicable laws, rules, regulations, grant applications, and grant agreements (including any master grant agreement), as well as any guidance or instructions received from the agency making the grant (the "Grant Terms"), b.) has reviewed the Grant Terms, c.) is aware of and understands all of the Grant Terms, and d.) can and will comply with all of the Grant Terms.

Accordingly, authority is respectfully requested from your Honorable Board for the County to enter into this Agreement.

GNL/KH/CAG/cs/jrc  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/13/2011  
USAMRIJAS SECRETARY

**RESOLUTION**

Upon a communication from the Commissioner of Public Safety, it is hereby

**RESOLVED**, that authority is hereby granted to the County of Westchester (“County”) acting by and through its Department of Public Safety (“Department”), to enter into a grant disbursement agreement with the Division of Homeland Security and Emergency Services of the State of New York (“DHSES”) under its 2016 Police Protective Equipment Grant Program, to receive grant funds for the County to purchase approved equipment for a term of January 1, 2017 through December 31, 2017, and for an amount not-to-exceed \$108,960; and be it further

**RESOLVED**, that the County shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the County pursuant to the Agreement. The County shall indemnify and hold harmless the State of New York and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Agreement; and it be further

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

<u>Account to be Charged/Revenue</u>	<u>Fund</u>	<u>Dept.</u>	<u>Major Program, Program &amp; Phase or Unit</u>	<u>Revenue</u>	<u>Trust Account</u>	<u>Dollars</u>
2017	263	38	826S	9854		\$108,960

Budget Funding Year(s): 2017 Start Date: January 1, 2017 End Date: December 31, 2017

Funding Source	<u>Tax Dollars:</u>
	<u>State Aid: 108,960</u>
<u>\$108,960</u> (must match resolution)	<u>Federal Aid:</u>
	<u>Other:</u>