



Department of Emergency Services

Memorandum

**OnBase 87033**

TO: Board of Acquisition and Contract

FROM: Richard G. Wishnie  
Acting Commissioner of Emergency Services

DATE: August 17, 2021

SUBJECT: Authorization to enter into a grant agreement with the New York State Division of Homeland Security and Emergency Services to accept \$1,324,829.00 in federal grant funds to assist the County of Westchester in its efforts to address equipment, training and planning needs to enhance the County's capability to prevent terrorist attacks and mitigate against man-made and natural hazards, protect the people of the County, the County's critical infrastructure and key resources, and prepare to respond to and recover from both man-made and natural disasters, in compliance with the FY2021 Urban Area Security Initiative grant program, for the period October 1, 2021 through September 30, 2024.

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Authorization is requested for the County of Westchester (the "County"), acting by and through its Department of Emergency Services (the "Department"), to enter into a grant agreement – DHSES WM21152713 (the "Grant Agreement") with the New York State Division of Homeland Security and Emergency Services (the "State") to accept federal grant funds in an amount not-to-exceed \$1,324,829.00 under the State's FY2021 Urban Area Security Initiative grant program ("FY2021 UASI Grant Program"), to assist the County of Westchester in its efforts to address equipment, training and planning needs to enhance the County's capability to prevent terrorist attacks, including combating domestic violence extremism through Active Shooter/Hostile Event ("ASHE") training, and mitigate against man-made and natural hazards, protect the people of the County, the County's critical infrastructure and key resources, and prepare to respond to and recover from both man-made and natural disasters. The term of the Grant Agreement is for the period October 1, 2021 through September 30, 2024.

The Grant Agreement will require the County to indemnify the State as follows:

"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 or its subcontractors pursuant to this [Grant Agreement]. The [County] shall indemnify and hold harmless the State 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 [Grant Agreement].”

The goals and objectives of the Grant Agreement are directed towards the development, sustainment and/or enhancement of interoperable communications systems; sustainment of regional response teams including HazMat, Technical Rescue and WMD Squads; critical infrastructure protection; support for enhancement and sustainment of MCI response capabilities, as well as a new priority - to combat violent domestic extremists through ASHE training to ensure fire and EMS personnel receive the appropriate training to respond to an incident that may involve domestic terrorism (including isolated extremist events through complex coordinated attacks), in compliance with the State’s FY2021 UASI Grant Program.

The goals and objectives of this Grant Agreement are to address vulnerabilities and develop capabilities to meet target capabilities as outlined in the federal Homeland Security Grant Program guidelines. This includes providing assistance to and support for surveillance, detection, interdiction, response, mitigation, operations and recovery from man-made and natural disasters.

This Grant Agreement will serve the public’s best interest as it will enhance emergency preparedness and thereby preserve the health, safety and general welfare of County residents.

The Department will monitor the progression of the work plan associated with the Grant Agreement to ensure compliance and progress in meeting the goals and objectives of this program and will monitor the effectiveness of this Grant Agreement through a series of performance measures required by the State.

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.

In view of the importance of this program, I recommend approval of the attached resolution.

RGW/CMC  
Attachment

## RESOLUTION

Upon a communication from the Acting Commissioner of Emergency Services, be it hereby

**RESOLVED**, that the County of Westchester (the “County”), acting by and through its Department of Emergency Services, is authorized to enter into a grant agreement – DHSES WM21152713 (the “Grant Agreement”) with the New York State Division of Homeland Security and Emergency Services (the “State”), to accept federal grant funds in an amount not-to-exceed \$1,324,829.00, for the period October 1, 2021 through September 30, 2024, in order to address equipment, training and planning needs to enhance the County’s capability to prevent terrorist attacks, including combating domestic violence extremism through Active Shooter/Hostile Event training, and mitigate against man-made and natural hazards, protect the residents of the County, the County’s critical infrastructure and key resources, and prepare to respond to and recover from both man-made and natural disasters, in compliance with the State’s FY2021 Urban Area Security Initiative grant program; and be it further

**RESOLVED**, that the Grant Agreement will require the County to indemnify the State as follows:

“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 or its subcontractors pursuant to this [Grant Agreement]. The [County] shall indemnify and hold harmless the State 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 [Grant Agreement].”

**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	Agency	Capital Project Or Org	Object/ Sub Object	Trust Account	Activity	Dollars
	263	20	391W	9853	T391	8000	\$1,324,829

Budget Funding Year(s) 2021-2024 Start Date 10/01/2021 End Date 09/30/2024  
 (must match resolution)

Funding Source Tax Dollars \_\_\_\_\_

State Aid \_\_\_\_\_

\$1,324,829.00 Federal Aid \$1,324,829.00

(must match resolution) Other \_\_\_\_\_