



Department of Emergency Services

Memorandum

OnBase ID# 109848

TO: The Honorable Board of Acquisition and Contract

FROM: Richard G. Wishnie
Commissioner
Department of Emergency Services

DATE: October 18, 2024

SUBJECT: Authorization to enter into a grant agreement with the New York State Division of Homeland Security and Emergency Services to accept \$683,944.00 in federal grant funds under the FY2024 State Homeland Security Grant Program, to maintain the County emergency planning and prevention activities, for the period September 1, 2024 through August 31, 2027.

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 Emergency Services (the "Department"), to enter into a grant agreement – DHSES No. WM24190967/ Project No. SH24-1052-D00 (the "Grant Agreement") – with the New York State Division of Homeland Security and Emergency Services (the "State" or "DHSES") to accept federal grant funds to assist the County in its efforts to, among other things, prevent and address terrorist attacks, mitigate against man-made and natural hazards, protect the people of New York, the State's critical infrastructure and key resources, and prepare to respond to and recover from both man-made and natural disasters, in compliance with the FY2024 State Homeland Security Grant Program ("FY2024 SHSP Grant Program"), for the period September 1, 2024 through August 31, 2027, for a total amount not-to-exceed \$683,944.00.

Pursuant to the Grant Agreement, the County will continue to fund certain projects such as interoperable communications upgrades, acquisition of CBRNE equipment for first responders, and mass care/sheltering equipment and supplies. Additional projects include maintaining citizen preparedness initiatives, EOC operations support and general emergency management planning and prevention activities.

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

"The [County] shall be solely responsible and answerable in damages for all accidents, incidents, 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].”

This Grant Agreement will serve the public’s best interest as it will enhance emergency preparedness thereby preserving the health, safety and general welfare of County residents. The goals and objectives of this program are to address vulnerabilities and develop capabilities to meet target capabilities as outlined in the Federal Guidelines. This includes providing assistance to and support for surveillance, detection, interdiction, response, mitigation, operations and recovery from threats or acts of terrorism and man-made and natural hazards.

The goals and objectives of this Grant Agreement are to address the 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.

Additionally, this Grant Agreement will enhance common planning and operational protocols and improve emergency responder skills and capabilities. The Department will be able to monitor the effectiveness of this effort 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.

Since the Grant Agreement does not constitute a procurement of goods or services, it is not subject to the provisions of the Westchester County Procurement Policy.

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

RGW/sjc

APPROVED BOARD OF ACQUISITION & CONTRACTS 01/31/2025 - BRAYMOND SCULLY, SECRETARY

RESOLUTION

Upon a communication from the 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 No. WM24190967/ Project No. SH24-1052-D00 (the “Grant Agreement”) – with the New York State Division of Homeland Security and Emergency Services (the “State” or “DHSES”) to accept federal grant funds in an amount not-to-exceed \$683,944.00, for the period September 1, 2024 through August 31, 2027, to assist the County in its efforts related to emergency planning and prevention activities in order to prevent and address terrorist attacks, mitigate against man-made and natural hazards, protect the people of New York, the State’s critical infrastructure and key resources, and prepare to respond to and recover from both man-made and natural disasters, amongst other things, in compliance with the FY2024 State Homeland Security Grant Program; and be it further

RESOLVED, that the County is authorized to defend and indemnify DHSES according to the following indemnification language contained within the Grant Agreement, as follows:

“The [County] shall be solely responsible and answerable in damages for all accidents, incidents 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 hereby 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	390Z	9853	T390	8000	\$683,944.00

Budget Funding Year(s) 2024-2027 Start Date 09/01/24 End Date 08/31/27
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$683,944.00 Federal Aid \$683,944.00
 (must match resolution) Other _____