

ONBASE: #110971

DATE: April 10, 2025

TO: The Honorable Board of Acquisition and Contract

FROM: Dr. Aleksandar Milovanovic, M.D.  
Pathologist—Medical Examiner  
Department of Labs & Research

Re: Authority for the County of Westchester to enter into a Use & Dissemination agreement with the New York State Division of Criminal Justice Services, pursuant to which NYSDCJS will allow the Westchester County Department of Laboratories and Research through its Medical Examiner's Office to access criminal history and wanted and/or missing persons data as may be contained in NYSDCJS and, if applicable, federal Criminal Justice Information Services data files and other state repository files as available through the Interstate Identification Index for a term commencing upon execution and continuing indefinitely, unless terminated for any reason by either party on thirty (30) days written notice.

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Attached for your consideration is a Resolution which, if approved by your Honorable Board, would authorize the County of Westchester (the "County" or "User Agency"), acting by and through its Department of Laboratories and Research (the "Department") through its Medical Examiner's Office, to enter into a Use & Dissemination agreement with the New York State Division of Criminal Justice Services ("NYSDCJS" or "DCJS"), pursuant to which NYSDCJS will allow the Department access to criminal history and wanted and/or missing persons data as may be contained in DCJS and, if applicable, federal Criminal Justice Information Services data files and other state repository files, as available through the Interstate Identification Index (the "Agreement"). The term of the Agreement will commence upon execution thereof by both parties and will continue indefinitely, unless terminated for any reason by either party on thirty (30) days written notice.

There shall be no cost to the County for accessing the data files, however the County must agree to indemnify and hold NYSDOJ harmless as follows:

"The User Agency, to the extent permitted by State or federal law, agrees to indemnify and hold DCJS, its officers and employees, harmless from and against any and all claims, demands, actions, suits, and proceedings brought by others arising out of the terms of this Agreement founded upon the negligence or other tortious conduct of the User Agency including, but not limited to, any liability for loss or damage by reason of any claim of false imprisonment or false arrest."

The Agreement is in the County's best interest regarding public safety as access to the data files will enable the Department to quickly and efficiently obtain criminal history and wanted and/or missing persons data, thus enabling it to more effectively fight crime.

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

AM/DD/mb  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/01/2025 - RAYMOND SCULKY, SECRETARY

## RESOLUTION

Upon a communication from the Pathologist –Medical Examiner, it is hereby

**RESOLVED**, that the County of Westchester (the “County” or “User Agency”), acting by and through its Department of Laboratories and Research, through its Medical Examiner’s Office (“Department”), is authorized to enter into a Use & Dissemination agreement with the New York State Division of Criminal Justice Services (“NYSDCJS” or “DCJS”), pursuant to which NYSDCJS will allow the Department to access criminal history and wanted and/or missing persons data as may be contained in NYSDCJS and, if applicable, federal Criminal Justice Information Services data files and other state repository files as available through the Interstate Identification Index for a term commencing upon execution thereof by both parties and continuing indefinitely, unless terminated for any reason by either party on thirty (30) days written notice (the “Agreement”); and be it further

**RESOLVED**, that there shall be no cost to the County for accessing the data files, however the County must agree to indemnify and hold NYSDCJS harmless as follows:

“The User Agency, to the extent permitted by State or federal law, agrees to indemnify and hold DCJS, its officers and employees, harmless from and against any and all claims, demands, actions, suits, and proceedings brought by others arising out of the terms of this Agreement founded upon the negligence or other tortious conduct of the User Agency including, but not limited to, any liability for loss or damage by reason of any claim of false imprisonment or false arrest.”

**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.

Account to be Charged/Revenue	Fund	Dept	Major Program, Program & Phase or Unit	Revenue	Trust Account	Dollars

Budget Funding Year(s)      Start Date:      End Date:

Funding Source      Tax Dollars:

State Aid:

\$  
(must match resolution)

Federal Aid:

Other: