



# *Onondaga County Legislature*

**MARK A. OLSON**

County Legislator – 10<sup>th</sup> District

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## **PUBLIC SAFETY COMMITTEE AGENDA**

*Livestream Available:* <https://www.facebook.com/OnondagaCountyLegislature>

**9:00 a.m.**  
**March 18, 2025**

**401 Montgomery St., Room 407 Court House**  
**Syracuse, New York 13202**

- A. Approval of the minutes of the previous meeting.
- B. Presentation of Resolutions and Local Laws:

**1. EMERGENCY MANAGEMENT:**

- a. Authorizing Execution of an Intermunicipal Agreement with the New York State Division of Homeland Security and Emergency Services Regarding Flood Mitigation Equipment

**2. SHERIFF:**

- a. INFORMATIONAL: Update

- C. Adjournment

April 1, 2025

Motion Made By Mr. Olson

RESOLUTION NO. \_\_\_\_\_

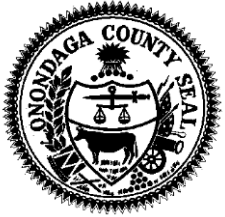
**AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING FLOOD MITIGATION EQUIPMENT**

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) has appropriated funds to purchase flood mitigation equipment to support counties in emergency flood events, enhancing preparedness and response capabilities; and

WHEREAS, DHSES, upon execution of a memorandum of understanding with participating counties, will transfer possession, but not ownership, of flood mitigation equipment to such participating counties at no cost, subject to DHSES oversight and the requirement that any such county maintain said equipment; and

WHEREAS, to enhance flood mitigation efforts in Onondaga County and in an effort to help protect vulnerable areas and mitigate impacts from disasters, the County desires to receive, register, utilize and maintain such state-owned equipment; now, therefore be it

RESOLVED, that the County Executive is authorized to execute agreements and such other documents as may be reasonably necessary to implement the intent of this resolution.



## DEPARTMENT OF EMERGENCY MANAGEMENT PROGRAM AND FINANCIAL INFORMATION SHEET

**PURPOSE:**

Enter into a Memorandum of Understanding (MOU) with the New York State Division of Homeland Security and Emergency Services (DHSES) to permit Onondaga County to assume possession of and utilize state-owned flood mitigation equipment.

**OBJECTIVE/ WORK PLAN:**

To enhance flood mitigation efforts in Onondaga County through the use of state-owned equipment in an effort to help protect vulnerable areas and mitigate impacts from disaster.

As part of the agreement DHSES will transfer possession, but not ownership, of flood mitigation equipment, and will retain oversight to ensure both compliance and operational readiness.

**FUNDING SOURCE:**

Not applicable.

**BUDGET:**

Not applicable.

**1a.**

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING**

Between NY State Division of Homeland Security and Emergency Services (DHSES) and Onondaga County

**Effective Date:** 1/31/2025

**Reference:** This addendum supplements the existing Memorandum of Understanding (MOU) previously executed between DHSES (“State”) and Onondaga County (“County”). Some equipment covered under the MOU is mounted on trailers, which may require registration. For this agreement, the trailer is considered part of the equipment and will not be treated as a separate asset.

- The State will remain the title owner of the trailers, and the county will serve as the registrant.
- The County agrees to register the trailer in its name and obtain plates.
- For registration, the State will provide a copy of the title if needed and complete any required DMV forms to facilitate the process.
- Titles are usually mailed to DHSES, but if a title arrives with the equipment during delivery, the County will notify DHSES. DHSES will pick up the original title and provide a copy to the County for registration.
- The County is responsible for renewing the trailer’s registration and handle all required inspections.
- The trailer is part of a one-time equipment allocation. The State will not replace or maintain the trailer
- The County is expected to maintain the trailer in addition to the equipment in accordance with the main agreement.
- The County should follow all New York State traffic and registration laws, and only properly licensed operators should tow the trailer.

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**SIGNATURES**

For DHSES

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For Onondaga County:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**NEW YORK STATE**  
**DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**  
**And**  
**ONONDAGA COUNTY**

This Memorandum of Understanding (MOU) is between the New York State Division of Homeland Security and Emergency Services (DHSES) and Onondaga County. The aforementioned entities are collectively referred to as the “Parties.”

**WHEREAS**, DHSES has been appropriated funds in the FY24 budget to purchase flood mitigation equipment to support counties in emergency flood events, enhancing preparedness and response capabilities.

**WHEREAS**, Onondaga County seeks to enhance its flood mitigation efforts through the use of state-provided equipment, helping protect vulnerable areas and mitigate disaster impacts.

**WHEREAS**, The purpose of this MOU is to establish the terms and conditions under which DHSES will transfer possession (but not ownership) of flood mitigation equipment to Onondaga County, while retaining oversight to ensure compliance and operational readiness.

**NOW THEREFORE**, in furtherance of the above objectives, the Parties mutually agree to the following terms:

1. DHSES will transfer possession of flood mitigation equipment to Onondaga County, with DHSES retaining ownership.
2. The equipment will be shipped directly to Onondaga County. DHSES will provide a recording spreadsheet to Onondaga County. Upon receipt of the equipment, Onondaga County will confirm and provide DHSES with a detailed inventory, including serial numbers, within 30 days. If this confirmation is not received within the timeframe, DHSES will contact Onondaga County to conduct an on-site inventory of equipment received. Once completed, the inventory will be attached to and made a part of this MOU.
3. This equipment is provided as a one-time allocation. DHSES will not replace equipment that becomes inoperable or reaches the end of its useful life. Onondaga County will notify DHSES if it no longer needs the equipment, it is no longer usable, or if it wishes to withdraw from this program.

4. DHSES will apply State branding stickers to the equipment after it has been inventoried to ensure easy identification and to distinguish it from county-owned equipment. Equipment use is not dependent on branding.
5. Upon request, DHSES will provide equipment use training. Onondaga County is responsible for ensuring its employees are trained and equipped to operate and maintain the equipment safely and effectively.
6. Onondaga County agrees to provide routine maintenance of this equipment as part of the county's existing maintenance schedule. This maintenance should follow the manufacturer's guidelines or standard practices for similar county-owned equipment. If equipment needs maintenance beyond the regular routine capabilities, Onondaga County may contact DHSES for additional guidance.
7. DHSES reserves the right to conduct routine inspections to assess equipment usage, condition, and maintenance compliance. Equipment should be kept in operational condition. DHSES may reclaim or reallocate equipment if it is not maintained or used appropriately.
8. In an emergency, DHSES may redeploy the equipment to neighboring counties if it is the most accessible option. Onondaga County may also deploy the equipment to neighboring counties in urgent or emergency situations, with notification to DHSES.
9. Use of the equipment does not require a New York Responds (NYR) request. Onondaga County should use the equipment along with its own resources as a first line of defense in flood related emergencies before requesting additional resources from the State.
10. The equipment provided in this MOU is intended for use in preparation for or response to an emergency, or upon approval by DHSES, and not for private, commercial, or personal use.

General Terms:

1. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
2. This MOU is not transferable except with written consent of the Parties.
3. This MOU takes effect at the time the last Party signs.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date indicated below.

**NYS Division of Homeland Security and Emergency Services**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Onondaga County**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name, Title