

Information Technology & Cybersecurity Meeting Agenda



Committee Chair: Judah Holstein

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Monday, November 24, 2025

9:00 AM

Committee Room

Joint with B&A, PS and PWT

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

MINUTES APPROVAL

1. Monday, April 7, 2025 at 10:00am
2. Monday, April 28, 2025 at 10:00am
3. Monday, June 9, 2025 at 10:00am
4. Monday, September 15, 2025 at 10:00am
5. Wednesday, September 17, 2025 at 2:00pm

I. ITEMS FOR DISCUSSION

1. [2025-431](#) **IMA-Project STRIV-Putnam Northern Westchester BOCES**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with Putnam Northern Westchester BOCES, pursuant to which the municipal corporation will coordinate and present a portion of the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions to Violence, for a term commencing on October 1, 2025 and expiring on September 30, 2026, for a total amount not to exceed TWO HUNDRED TWELVE THOUSAND (\$212,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC SAFETY AND INFORMATION TECHNOLOGY & CYBERSECURITY

Joint with PS & B&A.

Guests: Department of Public Safety

Program Administrator Patricia Tomassi-Office of Drug Abuse Prevention & STOP-DWI

2. [2025-473](#) BOND ACT(Amended)-BIT32-Radio System Replacement

A BOND ACT (Amended) restating Bond Act 110-2022 authorizing the issuance of THIRTY-TWO MILLION, EIGHTEEN THOUSAND, ONE HUNDRED EIGHTY-THREE (\$32,018,183) DOLLARS in bonds of Westchester County to finance Capital Project BIT 32 - Radio System Replacement.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION, PUBLIC SAFETY AND INFORMATION TECHNOLOGY & CYBERSECURITY

Joint with PS, B&A and PWT.

Guests: Department of Information Technology

Chief Information Officer Marguerite Beirne

Project Lead for Radio Systems Adam Epstein

Associate County Attorney Rachel Noe-LAW

3. [2025-474](#) BOND ACT-CC105-Technology Upgrade Off Campus '22-'23 - '26-'27

A BOND ACT authorizing the issuance of ONE HUNDRED THOUSAND (\$100,000) DOLLARS in bonds of Westchester County to finance Capital Project CC 105 - Technology Upgrade Off Campus 2022/23 - 2026/27.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND INFORMATION TECHNOLOGY & CYBERSECURITY

Joint with PWT and B&A.

Guests: Westchester Community College

Chief of Staff Ben Naylor

Vice President of IT Garrett McAlister

Director of Physical Plant Lamont Watson

4. [2025-475](#) BOND ACT-CC106-Technology Upgrade On-Campus '22-'23 - '26-'27

A BOND ACT authorizing the issuance of ONE MILLION, NINE THOUSAND (\$1,009,000) DOLLARS in bonds of Westchester County to finance Capital Project CC 106 - Technology Upgrade On-Campus 2022/23 - 2026/27.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND INFORMATION TECHNOLOGY & CYBERSECURITY

Joint with PWT and B&A.

Guests: Westchester Community College

Chief of Staff Ben Naylor
Vice President of IT Garrett McAlister
Director of Physical Plant Lamont Watson

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Safety, to enter into an inter-municipal agreement ("IMA") with Putnam Northern Westchester BOCES ("BOCES"), a municipal corporation as defined in Article 5-G of the New York State General Municipal Law, pursuant to which BOCES will coordinate a portion of the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions to Violence ("Project STRIV") at various public, private, parochial and charter schools throughout Westchester County, for a term commencing on October 1, 2025 and continuing through September 30, 2026. In consideration for services rendered, the County will pay BOCES an amount not to exceed \$212,000.00, payable in accordance with an approved budget and payment schedule.

Your Committee is advised that Project STRIV, funded through a grant from the U.S. Department of Justice ("DOJ"), will expand and build upon existing school violence prevention initiatives and implement trainings to provide students, parents and school personnel with tools to recognize, respond quickly to, and prevent acts of violence. Training will be directed at the safety of the school communities to ensure the development of a positive school community climate and culture where students feel safe, accepted and respected regardless of their gender, race culture or sexual orientation.

Under the proposed IMA, BOCES will offer additional Comprehensive School Threat Assessment Guidelines ("CSTAG") and Digital Threat Assessment trainings. The focused

trainings will offer coordinated strategies to increase the levels of security and safety within the school environment. The digital training will help attendees get a better understanding of the social media world and online activity and what tools and methods are available to identify online threat related behavior to prevent tragedy and intervene when worrisome behavior is observed.

Your Committee is advised that because the definition of “municipal corporation” under New York General Municipal Law § 119-n includes “Boards of Cooperative Educational Services”, the proposed agreement constitutes an IMA requiring your Honorable Board’s approval.

Your Committee is further advised that the proposed IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures (the “County Procurement Policy”) pursuant to section 3(a)xviii thereof, which exempts “any procurement for the purpose of entering into a contract or contracts with persons for the creation and support of recreation projects, youth service projects and other appropriate programs and services for prevention of delinquency and youth crime and the advancement of the moral, physical, mental and social well being of the youth in Westchester County.” In addition, these services are funded with Federal grant monies and are, pursuant to Section 11 of the County Procurement Policy, subject to Federal procurement requirements. The Federal procurement regulations (2 CFR§ 200.320) require that contracts in amounts equal to or less than \$250,000.00 be procured competitively, unless such contracts are deemed to be “non-competitive” procurements. In accordance with 2 CFR§ 200.320(c)(4), the County’s STOP DWI Office contacted the DOJ requesting that it authorize a non-competitive proposal in this case. The DOJ subsequently approved BOCES as one of the sub awardees under the grant.

In addition, the Department of Planning has advised your Committee that based on its review, the proposed IMA does not meet the definition of an action under New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations 6 NYCRR Part 617(2)(b). Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to enter into this IMA. It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends approval of the annexed proposed Act.

Dated: November 24th, 2025
White Plains, New York

James J. Williams Jr.
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
Margaret A. Cio
Benjamin Bayliss

[Signature]
[Signature]
[Signature]

COMMITTEE ON

k: sjc 9/10/2025

Budget & Appropriations

Public Safety

Information Technology
& Cybersecurity

Dated: November 24, 2025

White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



Public Safety



FISCAL IMPACT STATEMENT

SUBJECT: STOP-DWI Contract with PNW BOCES to help present and coordinate CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings portion of the Project STRIV (Schools Transforming Real Interventions to Violence)
☒ **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☐ **GENERAL FUND** ☐ **AIRPORT** ☐ **SPECIAL REVENUE FUND (Districts)**

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

Source of Funds (check one): ☐ **Current Appropriations**

☐ **Transfer of Existing Appropriations** ☐ **Additional Appropriations** ☐ **Other (explain)**

Identify Accounts: Fund: 711; Dept. 71; Trust Account: T1016; Object: 9852
(October 1, 2025-September 30, 2026)

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: No impact to the Operating Budget

Potential Related Revenues: Annual Amount \$ 0

Describe: No impact to the Operating Budget. Funding received from Department of Justice BJA (Bureau of Justice Assistance) STOP School Violence Prevention Program Grant. The total amount of the 3 year grant (10/1/2023-9/30/2026) is \$1,000,000 which will be accounted for in Department 71, Fund 711. This contract with PNW BOCES is for \$212,000 for 12 months (October 1, 2025-September 30, 2026)

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \$ 0

No impact to the Operating Budget

Next Four years: \$0

Prepared by: Patricia McCarthy Tomassi

Title: Program Administrator

Department: Public Safety
Office of Drug Abuse Prevention & STOP DWI

Reviewed By: 

Budget Director

9/29/25

If you need more space, please attach additional sheets.

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to enter into an inter-municipal Agreement with Putnam Northern Westchester BOCES, pursuant to which the municipal corporation will coordinate and present a portion of the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions to Violence, for a term commencing on October 1, 2025 and expiring on September 30, 2026, for a total amount not to exceed \$212,000.00.

BE IT ENACTED, by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester (the "County"), acting by and through its Department of Public Safety, is hereby authorized to enter into an inter-municipal agreement (the "IMA") with Putnam Northern Westchester BOCES ("BOCES"), in substantially the form attached hereto, pursuant to which BOCES will coordinate and present a portion of the Bureau of Justice Assistance's STOP School Violence Program, by implementing Project Schools Transforming Real Interventions to Violence ("Project STRIV") at various public, private, parochial and charter schools throughout Westchester County, for a term commencing on October 1, 2025 and continuing through September 30, 2026.

§2. In consideration for services rendered, the County shall pay BOCES an amount not-to-exceed \$212,000.00, payable in accordance with an approved budget and payment schedule.

§3. The County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents appropriate and necessary to effectuate the purposes hereof.

§4. This Act shall take effect immediately.

THIS AGREEMENT, made _____, by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

and

PNW BOCES (Putnam Northern Westchester Boards of Cooperative Educational Services), a public organization that provides shared educational programs and services to school districts, having an office and principal place of business at 200 Boces Drive, Yorktown Heights, New York 10598 (hereinafter referred to as the "Agency" or "Contractor")

WHEREAS, the County desires to obtain professional services in connection with coordinating the Bureau of Justice Assistance's STOP School Violence Program by implementing Project Schools Transforming Real Interventions ("Project STRIV") that will help improve school safety by providing students, parents and school personnel with tools to recognize, respond quickly, and prevent acts of violence and to help ensure a positive school climate; and

WHEREAS, the Agency helps to create, present and implement curriculum-based school violence prevention and early intervention programming, and training in schools, throughout Westchester County; and

WHEREAS, the County desires to retain the Agency to present and coordinate the CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings portion of the Project STRIV program; and

WHEREAS, the Agency desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Agency shall coordinate and present the threat assessment trainings portion of the Project STRIV program, as more particularly described in the Agency's Scope of Services which is attached hereto and made a part hereof as Schedule "A" (hereinafter the "Services"). The Services shall be carried out by the Agency in accordance with current industry standards and trade practices.

SECOND: The term of this Agreement shall commence on October 1, 2025 and shall terminate on September 30, 2026, unless terminated earlier pursuant to the provisions of this Agreement.

All Services rendered and work performed by the Agency shall be under the direction and subject to the complete approval of the Westchester County Commissioner of Public Safety or his duly authorized designee (the "Commissioner").

THIRD: For the Services rendered pursuant to Paragraph "FIRST," the Agency shall be paid an amount not to exceed TWO HUNDRED TWELVE THOUSAND AND 00/100 (\$212,000.00) DOLLARS, payable in accordance with the Budget and payment schedule set forth in Schedule "B", which is attached hereto and made a part hereof.

The Agency shall submit an invoice in support of each and every request for payment to be made, including any request for partial payment if such is permitted hereunder. Each such invoice shall be uniquely numbered and shall only be paid after approval by the Commissioner. In no event shall *final* payment be made to the Agency prior to completion of all Services, the submission of reports and the approval of same by the Commissioner.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Agency for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Agency shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Agency exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Agency as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or

because of failure of the Agency to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment.

FIFTH: The Agency shall issue progress reports to the County as the Commissioner may direct and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement. The Commissioner shall receive a copy of all such progress reports and shall use said reports in determining the progress of this contract and in such evaluation in deciding to award future contracts. In addition, the County shall have the right to periodically monitor and record the Agency's performance during the term of the contract.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funding from the U.S. Department of Justice. The Agency agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the U.S. Department of Justice, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of

Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

Notwithstanding anything herein to the contrary, the parties hereto agree that should funding levels change or services not be performed by the Agency hereunder, the County's payment obligation will cease and any unexpended money owed the County shall be repaid by the Agency within thirty (30) days of notification by the County.

SEVENTH: (a) The County, upon ten (10) days notice to the Agency, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Agency shall be compensated and the County shall be liable only for payment for Services already rendered under this Agreement prior to the effective date of termination in accordance with the payment schedule specified in Schedule "B," which payments shall be prorated to the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Agency shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Agency shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Agency prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Agency. The Agency shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Agency of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Agency of written notice thereof, or (ii) is not capable of being cured, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Agency. Without limiting the foregoing, upon written notice to

the Agency, repeated breaches by the Agency of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

EIGHTH: The Agency represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Agency independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

NINTH: All records or recorded data of any kind compiled by the Agency in completing the Services described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Agency may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Agency are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Agency hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Agency agrees to assist the County, if required, in perfecting these rights. The Agency shall provide the County with at least one copy of each deliverable.

The Agency agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Agency agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

TENTH: The Agency shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Agency shall not subcontract any part of the Services without the prior written consent of the County. Any purported

delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written approval shall provide that subcontractors are subject to all terms and conditions set forth in the Agreement. It is recognized and understood by the Agency that for the purposes of this Agreement, all Services performed by a County-approved sub-contractor shall be deemed Services performed by the Agency and the Agency shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Services shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Agency. The Agency shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Agency shall include provisions in its subcontracts designed to ensure that the Agency and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Agency shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Agency or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

ELEVENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Service or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

TWELFTH: The Agency represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Agency to solicit or secure this agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Agency) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, without limiting any other

rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

THIRTEENTH: The Agency shall obey, perform and comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") applicable to this Agreement or the Services to be performed under this Agreement. Without limiting the generality of the foregoing, the Agency further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Services hereunder.

It is the intent and understanding of the County and Agency that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Agency understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Agency hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

FOURTEENTH: The Agency expressly agrees that neither it nor any Agency, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Agency acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

FIFTEENTH: The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C" entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of

the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," the Agency agrees:

(a.) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and

(b.) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c.) in the event the Agency does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Agency shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

SIXTEENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Director,
Office of Drug Abuse Prevention & STOP-DWI Program
112 E. Post Road – 3rd Floor
White Plains, New York 10601

With a copy to:

Commissioner-Sheriff
Department of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

And to:

Westchester County Attorney
Westchester County
148 Martine Avenue, Rm 600
White Plains, New York 10605

To the Agency:

PNW BOCES
200 Boces Drive
Yorktown Heights, New York 10598

SEVENTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of a conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

EIGHTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

NINETEENTH: The Agency recognizes that this Agreement does not grant the Agency the exclusive right to perform the Services for the County and that the County may enter into similar agreements with other contractors on an "as needed" basis.

TWENTIETH: The Agency hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

TWENTY-FIRST: Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Agency shall provide the County with a completed copy of each schedule. The Agency agrees that the terms of each of these schedules has been accepted and agreed-to by the Agency by virtue of its execution of this Agreement, and the

Agency represents and warrants that it has completed each of these schedules accurately and completely.

- 1.) Schedule "D" — "Business Enterprises Owned and Controlled by Women or Persons of Color"

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

- 2.) Schedule "E" — "Required Disclosure of Relationships to County"

In the event that any information provided in Schedule "E" must be changed during the term of this Agreement, the Contractor agrees to notify the County in writing within ten (10) business days and provide an updated version of the schedule. The Contractor shall also have each approved subcontractor complete a separate Schedule "E" and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within ten (10) business days of such event and such information shall be forwarded by the Contractor to the County in the manner described above.

- 3.) Schedule "F" — "Criminal Background Disclosure"

This schedule is required pursuant to Executive Order No. 1-2008.

- 4.) Schedule "G" — "Certification Regarding Business Dealings with Northern Ireland"

Pursuant to Section 310.01 of the Laws of Westchester County, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form contained in Schedule "G".

- 5.) Schedule "H" — "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans"

The County believes it is a laudable goal to provide business opportunities to veterans

who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. This schedule is required as part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law.

6.) Schedule "I" — "Vendor Direct Program - Electronic Funds Transfer"

All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Contractor is not already enrolled in the Vendor Direct Program, the Contractor shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Contractor understands that it must contact the County's Finance Department.)

If the Contractor is already enrolled in the Vendor Direct Program, the Contractor hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

TWENTY-SECOND: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Agency agrees to complete and comply with all attached the schedules to this Agreement, including without limitation the following which are attached hereto and made a part hereof: "Certification Regarding Lobbying" (Schedule "J"); the "Certification Regarding Drug Free Workplace Requirements" (Schedule "K"); and "Certification Regarding Debarment and Suspension" (Schedule "L").

TWENTY-THIRD: The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of impropriety.

TWENTY-FOURTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State

of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-FIFTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, The County of Westchester and the Agency have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Commissioner-Sheriff,
Department of Public Safety

**PNW BOCES (Putnam Northern Westchester
Boards of Cooperative Educational Services)**

By _____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No. 2025 xxx at a meeting duly held on the xx day of xxx, 2025.

Approved:

Assistant County Attorney
The County of Westchester
k/sjc/DPS/Project STRIV/Project STRIV-BOCES Contract CON138804

ACKNOWLEDGMENT

STATE OF NEW YORK }
 } ss.:
COUNTY OF }

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of
the _____
(Title)
(Name of Corporation)
a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

STATE OF NEW YORK }
COUNTY OF } ss.:
}

On the _____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

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PUTNAM NORTHERN WESTCHESTER (PNW) BOCES

PROJECT STRIV

(Schools Transforming Real Intervention to Violence)

SCHEDULE A

Schools Transforming Real Intervention to Violence (aka Project STRIV) will expand and build upon existing school violence prevention initiatives and implement trainings to provide students, parents and school personnel with tools to recognize, respond quickly to, and prevent acts of violence. Training will be directed at the safety of the school communities to ensure the development of a positive school community climate and culture where students feel safe, accepted and respected regardless of their gender, race culture or sexual orientation.

PNW BOCES (Boards of Cooperative Educational Services) will offer additional CSTAG (Comprehensive School Threat Assessment Guidelines) and Digital Threat Assessment trainings. The focused trainings will offer coordinated strategies to increase the levels of security and safety within the school environment. The digital training will help attendees get a better understanding of the social media world and online activity and what tools and methods are available to identify online threat related behavior to prevent tragedy and intervene when worrisome behavior is observed.

A. Continue with CSTAG (Comprehensive School Threat Assessment Guidelines) trainings and implement Digital Threat Assessment Training

- Schedule and facilitate up to 5 trainings
- Provide additional focused school violence prevention trainings for school personnel – administration and support staff, law enforcement personnel and parents

B. Work with the County RTC (Real Time Crime) Center to create a dedicated School Desk

C. Technical Assistance and Reporting

- i. Collect baseline data for school violence
- ii. Create and analyze evaluation forms for the terms of the Program
- iii. Assist the County and Technical Assistance Coordinator and Evaluator in preparing all reports for the federal agency, Department of Justice, Bureau of Justice Assistance pertaining to the project, including the quarterly progress reports
- iv. Ensure that all required data are collected, tracked and submitted for reporting purposes on a timely basis

D. Work with the Project Coordinator and Evaluator

- i. Work with Student Assistance Services' Coordinator to ensure the CSTAG, Digital Threat Assessment and School Prevention Program trainings are coordinated and work in conjunction with each other to meet the standards and goals of the BJA Grant

SCHEDULE B

PROGRAM BUDGET, 2025-2026

The payment made to Putnam Northern Westchester BOCES for the Department of Public Safety through the Westchester County Alcohol and Drug Free Community's Department of Justice BJA STOP School Violence Program "Project Schools Transforming Real Interventions (STRIV) Program" Contract shall not exceed \$212,000.00 for the period October 1, 2025 through September 30, 2026.

Payments shall be made on Westchester County payment vouchers with a detailed invoice to the Office of Drug Abuse Prevention & STOP-DWI, 112 E. Post Road, White Plains, New York 10601.

Payments for services rendered hereunder shall be made according to the following schedule/and it is herein agreed by all parties that should funding levels change or that services are not performed payment will cease and any money owed the Office of Drug Abuse Prevention & STOP-DWI will be repaid within thirty (30) days of notification to the Office of Drug Abuse Prevention & STOP-DWI.

Payment not to exceed the following amounts upon execution and approval of this agreement.

January 2, 2026	<i>\$53,000</i>
April 1, 2026	<i>\$53,000</i>
July 1, 2026	<i>\$53,000</i>
September 30, 2026	<i>\$53,000</i>

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Contractor)**

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.l) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- 3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

DRAFT

SCHEDULE "D"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color", as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No
_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban,
Central or South American descent of either Indian or Hispanic origin
regardless of race

_____ Native American or Alaskan native persons having origins in any of the
original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East
countries, South East Asia, the Indian sub-continent or the Pacific
Islands

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "E"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

[NO FURTHER TEXT ON THIS PAGE]

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "F"

CRIMINAL BACKGROUND DISCLOSURE

INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

*PLEASE CONTINUE TO THE
Criminal Background Disclosure Form and Certification
BEGINNING ON THE NEXT PAGE*

CRIMINAL BACKGROUND DISCLOSURE

FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: _____

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are as follows:

If none, check this box: ☐

1. _____
2. _____
3. _____

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to **either** of the questions above are as follows:

If none, check this box: ☐

1. _____
2. _____
3. _____

(If more space is needed, please attach separate pages labeled "YES Answers - Continued")

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are

below.

A Person Subject to Disclosure who has been convicted of a crime(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who is subject to a pending criminal charge(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By executing this Agreement, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "G"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another contractor. If this

is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "H"

For Informational Purposes Only

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is a certified service-disabled veteran-owned business enterprise under Article 3 of the New York State Veterans' Service Law.

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

☐ No
☐ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

☐ No
☐ Yes

If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "I"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

SCHEDULE "I"
ELECTRONIC FUNDS TRANSFER (EFT)

	Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.		

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:		
Contact Person Telephone Number:		
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
Authorized Signature	Print Name/Title	Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:		12. Bank Account Title:
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
Authorized Signature	Print Name / Title	Date

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

--

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to:

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

Schedule "J"
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief,

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name of Organization)

(Signature of Responsible Official)

(Date)

(Grant Number)

"Schedule "K"

Certification Regarding Drug Free Workplace Requirements

GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.699 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Pages 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
- b) Establishing a drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency within ten days of receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination; or

- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(Organization)

(Authorized Signature)

DRAFT

Schedule "L"

Certification Regarding Debarment and Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 40 CFR Part 32, the contractor certifies that it, and its principals:

- (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of an amended and restated bond act (the “Amended Bond Act”), which was prepared by the law firm Harris Beach Murtha Cullina PLLC, to amend and restate prior Bond Act No. 110-2022 to expand the scope of services authorized thereunder for BIT32 – Radio System Replacement (“BIT32”).

Your Committee is advised that, pursuant to Bond Act No. 110-2022 duly adopted on September 12, 2022, your Honorable Board authorized the County of Westchester (the “County”) to issue bonds in the total aggregate amount of \$32,018,183, which included \$23,518,183 in previously authorized bonds of the County, and \$8,500,000 in additional funding for BIT32 for the acquisition of equipment, assets, and services needed to complete the replacement and expansion of County emergency communications systems, which enable fire, EMS, police, and other emergency personnel dispatch and communication, and the design of structures at the County’s Montrose Station Road site located in Blue Mountain Reservation (the “Park”), as part of the County’s Voice Radio Communications Systems Replacement Project (the “Project”).

Your Committee is further advised that the Department of Information Technology (the “Department”), which oversees the Project for the Department of Emergency Services (“DES”), the Department of Public Safety (“DPS”), and the Department of Public Works and Transportation (“DPWT”), has recently been informed that additional stormwater management and tree removal work is required at the County’s Sun Valley Drive site (the “Site”) located at 40 Sun Valley Drive, Croton Falls, in the Town of North Salem, New York, as requested by the Town of North Salem.

The Amended Bond Act would expand the scope of services under Bond Act No. 110-2022 to include stormwater management and tree removal work at the Site, which is part of the Project, at no additional cost.

Design has been completed by outside consultants. It is anticipated that implementation will take approximately eight (8) months to complete and will begin after execution of an amendment to agreement (IT-1559) between the County and Motorola Solutions, Inc., dated December 27, 2018,

for the replacement, expansion and evolution of the County's public safety voice radio communication system.

It should be noted that your Honorable Board has previously authorized the County to issue bonds to finance prior components of BIT32, as referenced in the attached fact sheet. It is now requested that Bond Act No. 110-2022 be amended and restated to expand the scope of services to include additional stormwater management and tree removal work at the Site.

The Department of Planning has advised your Committee that this component of BIT32, which includes additional stormwater management and tree removal for the Site, was previously reviewed by your Honorable Board in connection with the authorization of lease and easement agreement with the Croton Falls Fire District related to this Site and was classified as an Unlisted action under the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 ("SEQR"). In accordance with SEQR, a Full Environmental Assessment Form was prepared and, on September 30, 2024, a Negative Declaration was duly adopted by your Honorable Board pursuant to Resolution 151-2024. As such, no further environmental review is required for the proposed Amended Bond Act.

It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Amended Bond Act. Your Committee recommends the adoption of the proposed Amended Bond Act.

Dated: November 24th, 2025

White Plains, New York

<div>James Williams John Jr</div> <div>Stylized signature</div> <div>John H</div> <div>Stylized signature</div> <div>Don</div> <div>Nancy & Sam</div> <div>Don</div>	<div>Stylized signature</div> <div>James Williams John Jr</div> <div>Stylized signature</div> <div>Yancy & Sam</div> <div>Don</div>	<div>Benjamin Bayliss</div> <div>Margaret A. C. Bayliss</div> <div>Stylized signature</div>	<div>Stylized signature</div> <div>Stylized signature</div> <div>Stylized signature</div>
COMMITTEE ON			
Budget & Appropriations	Public Works & Transportation	Public Safety	Information Technology & Cybersecurity

Dated: November 24, 2025
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

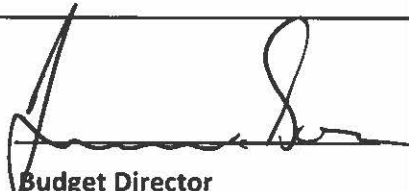
Budget & Appropriations



Public Safety



FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>BIT32</u>		<input checked="" type="checkbox"/> NO FISCAL IMPACT PROJECTED
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget		
<input type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND
Source of County Funds (check one):		<input type="checkbox"/> Current Appropriations
		<input type="checkbox"/> Capital Budget Amendment
BA 110-2022 AMEND SCOPE TO ADD STRMWTR MGT & TREE REMVL SUN VALLEY DRIVE SITE		
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance		
Total Principal	PPU	Anticipated Interest Rate
Anticipated Annual Cost (Principal and Interest):		
Total Debt Service (Annual Cost x Term):	\$	-
Finance Department:		
SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service) To Be Completed by Submitting Department and Reviewed by Budget		
Potential Related Expenses (Annual):	\$	-
Potential Related Revenues (Annual):	\$	-
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years):		
<hr/> <hr/>		
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job		
Number of Full Time Equivalent (FTE) Jobs Funded:		
Prepared by:	<u>Dianne Vanadia</u>	
Title:	<u>Associate Budget Director</u>	
Department:	<u>Budget</u>	
Date:	<u>10/16/25</u>	
Reviewed By:		
<u>DV 10/15/25</u> <u>@ 10/16/25</u>		Budget Director
Date:		<u>10/16/25</u>

TO: Michelle Greenbaum, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM
Assistant Commissioner



DATE: October 14, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
BIT32 RADIO SYSTEM REPLACEMENT**

The Planning Department has reviewed the above referenced project (Fact Sheet Unique ID: 3039) in accordance with the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 (SEQR).

The action involves an amendment/restatement of an existing bond act to expand the scope of services to include additional work that has been requested by the Town of North Salem in connection with the installation of a County radio tower at Sun Valley Drive within the Town.

This work, which includes additional stormwater management and tree removal, was previously reviewed by the County Board of Legislators in connection with the authorization of lease and easement agreements with the Croton Falls Fire District and was classified as an Unlisted action under SEQR. In accordance with SEQR, a Full Environmental Assessment Form was prepared and, on September 30, 2024, a Negative Declaration was issued by the Board of Legislators (Resolution 151-2024). As such, no further environmental review is required for the proposed bond act amendment.

Please contact me if you require any additional information regarding this document.

DSK/CNM

Att.

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Adam Epstein, Program Coordinator, Radio Systems
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Douglas Wessells, Planner

ACT NO. -20__

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING BOND ACT NO. 110-2022, ADOPTED SEPTEMBER 12, 2022, AUTHORIZING THE ISSUANCE OF \$32,018,183 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE RADIO SYSTEM REPLACEMENT PROJECT FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$32,018,183; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$32,018,183 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__).

Recitals

WHEREAS, this Board has heretofore duly authorized the issuance of bonds to finance various elements of Capital Project BIT32 pursuant to Act Nos. 109-2018, 110-2018, 111-2018, 112-2018, 113-2018, 114-208 and 115-2018 duly adopted on July 16, 2018, including amendments to 110-2018, 113-2018 and 114-2018 by amending bond acts 146-2019, 147-2019 and 148-2019 duly adopted on July 15, 2019 (collectively, the "Previous Bond Acts",

WHEREAS, on November 9, 2020, the Board adopted Bond Act No. 203-20 which (i) amended Bond Act 109-2018 to expand the scope of project to be financed pursuant to such bond act to encompass all project elements as collectively authorized in the Previous Bond

Acts, and (ii) revoked the Previous Bond Acts, except for 109-2018 which was amended hereby, to the extent of authorized but unissued amounts of bonds pursuant to each respective bond act;

WHEREAS, on November 22, 2021, the Board adopted Bond Act No. 208-2021 which increased the appropriation for the project by \$2,360,000 for increased costs of such project;

WHEREAS, on September 12, 2022, the Board adopted Bond Act No. 110-2022, to (i) expand and revise the scope of the project and (ii) increase the appropriation for the project by \$8,500,000, including increasing the maximum cost and the amount of bonds authorized in connection therewith; and

WHEREAS, it is now necessary to expand and revise the scope of the project by adding stormwater management and additional tree removal work; and

WHEREAS, in order to accomplish such purpose it is necessary to amend and restate Bond Act 110-2022 to expand and revise the scope of the project;

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), TO AMEND AND RESTATE BOND ACT NO. 110-2022 IN ITS ENTIRETY AS FOLLOWS:

BOND ACT AUTHORIZING THE ISSUANCE OF \$32,018,183 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE RADIO SYSTEM REPLACEMENT PROJECT FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$32,018,183; STATING THE PLAN OF FINANCING SAID

COST INCLUDES THE ISSUANCE OF \$32,018,183 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$32,018,183 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the radio system replacement project for the Department of Information Technology, including stormwater management and additional tree removal; all as collectively set forth in section 1 of each of the Previous Bond Acts, the County's 2021 Capital Budget, the County's current year Capital Budget, and includes any new or additional costs in connection with the project. To the extent that the County has previously issued bonds pursuant to each of the Previous Bond Acts as detailed in column E of the attached Schedule I, the proceeds of such previously issued bonds shall only be expended for the scope of the project as set forth in the respective bond act, from which such proceeds are derived, when originally adopted and/or amended as set forth in column A of Schedule I. The total estimated maximum cost of said objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$32,018,183. The plan of financing includes the issuance of \$32,018,183 bonds herein authorized, and any bond

anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of said class of objects or purposes, within the limitations of Section 11.00 a. 25 of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$32,018,183. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

I HEREBY CERTIFY that I have compared the foregoing Act No. -20___ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on _____, 20___ and approved by the County Executive on _____, 20___.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this day of , 20___.

(SEAL)

The Clerk and Chief Administrative Officer of the
County Board of Legislators
County of Westchester, New York

LEGAL NOTICE

A Bond Act which is published herewith, has been adopted by the Board of Legislators on September 12, 2022 and approved by the County Executive on September 16, 2022, and amended and restated on _____, 2025 and approved, as amended and restated, by the County Executive on _____, 2025 and the validity of the obligations authorized by such Bond Act, as amended and restated, may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the amended and restated Bond Act shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING AND RESTATING BOND ACT NO. 110-2022, ADOPTED SEPTEMBER 12, 2022, AUTHORIZING THE ISSUANCE OF \$32,018,183 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE RADIO SYSTEM REPLACEMENT PROJECT FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$32,018,183; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$32,018,183 BONDS HEREIN AUTHORIZED TO FINANCE SUCH COST; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 2025).

object or purpose:	to finance the cost of the radio system replacement project for the Department of Information Technology, including stormwater and additional tree removal
amount of obligations to be issued:	\$32,018,183
and period of probable usefulness:	ten (10) years

Dated: _____, 20____
White Plains, New York

Clerk and Chief Administrative Officer of the County Board of
Legislators of the County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:*
BIT32

☐ CBA

Fact Sheet Date:*
09-10-2025

Fact Sheet Year:*
2025

Project Title:*
RADIO SYSTEM REPLACEMENT

Legislative District ID:

Category*
BUILDINGS, LAND &
MISCELLANEOUS

Department:*
INFORMATION TECHNOLOGY

CP Unique ID:
3039

Overall Project Description

The Department of Information Technology oversees the design, implementation, and management of large mission critical radio systems used by the Departments of Emergency Services, Public Safety, Public Works, and Transportation. These systems are used by first responders and other governmental personnel to ensure safety of life and property and enable delivery of vital services to the citizens of Westchester County. This capital project will begin the process of specifying, designing, procuring, and implementing replacements for the Trunked Systems, the F1 and F3 systems and at least the radio component of the CAD/AVL systems.

- | | | |
|--|--|--|
| <input type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input checked="" type="checkbox"/> Life Safety | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue |
| <input checked="" type="checkbox"/> Security | <input type="checkbox"/> Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	124,060	80,860	0	0	10,400	10,400	1,600	20,800
Less Non-County Shares	-2,000	-2,000	0	0	0	0	0	0
Net	126,060	82,860	0	0	10,400	10,400	1,600	20,800

Expended/Obligated Amount (in thousands) as of : 48,918

Current Bond Description: Amendment of Bond Act 110-2022 is requested in order to add stormwater management and additional tree removal work that requires SEQRA environmental review which could not be carried out before the Bond Act was adopted. Act 110-2022 authorizes issuance of bonds to fund the cost of equipment, assets, and services needed to complete the replacement and initial expansion of County emergency communications systems, and fund the cost of equipment, assets, and services needed to continue expansion of these systems which enable fire, EMS, police, and other emergency personnel dispatch and communication. SEQRA environmental review has now been completed for the aforementioned stormwater management and additional tree removal, and amendment of Bond Act 110-2022 is thus now requested in order to authorize this work.

Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	0
Cash:	<u>0</u>
Total:	\$ 0

SEQR Classification:

UNLISTED

Amount Requested:

0

Expected Design Work Provider:

- ☐ County Staff ☐ Consultant ☒ Not Applicable

Comments:

Bond Act 110-2022 was originally adopted in response to the request submitted with Unique ID 1961

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2014	6,000,000	PHASE I AND II
2015	2,000,000	REPLACEMENT OF VOICE RADIO SYSTEMS USED BY FIRE AND EMS RESPONDERS
2016	6,000,000	REPLACEMENT OF VOICE RADIO SYSTEMS USED BY FIRE AND EMS RESPONDERS
2017	8,000,000	CONTINUATION OF THIS PROJECT
2018	25,300,000	IMPLEMENTATION OF STUDY RECOMMENDATIONS
2020	8,500,000	CONTINUATION OF THIS PROJECT
2021	1,180,000	CONTINUATION OF THIS PROJECT
2022	1,180,000	IMPLEMENTATION SERVICES
2023	12,300,000	CONTINUATION OF THIS PROJECT AND A GRANT FROM THE FEDERAL GOVERNMENT
2024	10,400,000	CONTINUATION OF THIS PROJECT

Total Appropriation History:

80,860,000

Financing History:

Year	Bond Act #	Amount	Issued	Description
14	74	300,000	290,027	RADIO SYSTEM REPLACEMENT - PHASE I & II OF COUNTY WIRELESS SYSTEM
18	110	0	0	TRUNKED RADIO SYSTEM SIMULCAST CONTROL & REMOTE SITE EQUIPMENT
18	111	4,912,714	4,912,714	REPLACEMENT OF MOBILE (VEHICLE-MOUNTED) RADIOS USED BY EMERGENCY PERSONNEL
18	112	4,574,033	4,574,033	REPLACEMENT OF PORTABLE AND BASE STATION RADIOS USED BY EMERGENCY PERSONNEL
18	113	0	0	REPLACEMENT OF RADIO DISPATCH AND COMMUNICATION SYSTEMS USED BY COUNTY POLICE
18	109	3,659,830	3,659,830	REPLACEMENT OF COUNTY'S WIRELESS RADIO SYSTEM FOR FIRE, EMS, POLICE, AND OTHER EMERGENCY PERSONNEL
18	114	3,325,914	3,325,914	REPLACEMENT OF WIRELESS RADIO SYSTEM INCLUDING VOICE RADIO PAGING SYSTEM
18	115	3,392,332	3,392,332	INTEGRATE TRUNKED RADIO SYSTEM WITH TRANSPORTATION COMMUNICATION SYSTEM
19	146	4,247,540	4,247,540	REPLACEMENT OF TRUNKED RADIO SYSTEM FOR EMERGENCY SERVICE COMMUNICATION
19	147	1,729,454	1,729,454	REPLACEMENT OF RADIO DISPATCH & COMMUNICATION SYSTEMS USED BY COUNTY POLICE
19	148	0	0	REPLACEMENT OF VOICE RADIO PAGING SYSTEM USED TO DISPATCH FIRE DEPARTMENTS & EMS AGENCIES
20	203	0	3,946,591	
21	208	2,341,577	2,341,577	REPLACEMENT OF VOICE RADIO PAGING SYSTEM USED TO DISPATCH FIRE DEPARTMENTS & EMS AGENCIES
22	110	29,676,606	2,730,311	RADIO SYSTEM REPLACEMENT - ID 1961

Total Financing History:

58,159,999

Recommended By:

Department of Planning

SEDR

Date

09-24-2025

Department of Public Works

RJB4

Date

09-24-2025

Budget Department

DEV9

Date

09-25-2025

Requesting Department

DDMK

Date

09-26-2025

RADIO SYSTEM REPLACEMENT (BIT32)

User Department : Information Technology

Managing Department(s) : Information Technology ;

Estimated Completion Date: TBD

Planning Board Recommendation: Project approved in concept but subject to subsequent staff review.

FIVE YEAR CAPITAL PROGRAM (in thousands)

	Est Ult Cost	Appropriated	Exp / Obl	2025	2026	2027	2028	2029	Under Review
Gross	124,060	80,860	48,758			10,400	10,400	1,600	20,800
Non County Share	(2,000)	(2,000)							
Total	122,060	78,860	48,758			10,400	10,400	1,600	20,800

Project Description

The Department of Information Technology oversees the design, implementation, and management of large mission critical radio systems used by the Departments of Emergency Services, Public Safety, Public Works, and Transportation. These systems are used by first responders and other governmental personnel to ensure safety of life and property and enable delivery of vital services to the citizens of Westchester County. This capital project will begin the process of specifying, designing, procuring, and implementing replacements for the Trunked Systems, the F1 and F3 systems and at least the radio component of the CAD/AVL systems.

Current Year Description

There is no current year request.

Impact on Operating Budget

The impact on the Operating Budget is the debt service associated with the issuance of bonds.

Appropriation History

Year	Amount	Description	Status
2014	6,000,000	Phase I and II	IN PROGRESS
2015	2,000,000	Replacement of voice radio systems used by Fire and EMS responders	IN PROGRESS
2016	6,000,000	Replacement of voice radio systems used by Fire and EMS responders	IN PROGRESS
2017	8,000,000	Continuation of this project	IN PROGRESS
2018	25,300,000	Implementation of study recommendations	IN PROGRESS
2020	8,500,000	Continuation of this project	IN PROGRESS
2021	1,180,000	Continuation of this project	IN PROGRESS
2022	1,180,000	Implementation services	IN PROGRESS
2023	12,300,000	Continuation of this project and a grant from the Federal Government	\$2,000,000 NCS; \$10,300,000 awaiting bond authorization.
2024	10,400,000	Continuation of this project	AWAITING BOND AUTHORIZATION
Total	80,860,000		

RADIO SYSTEM REPLACEMENT (BIT32)

Prior Appropriations

	Appropriated	Collected	Uncollected
Bond Proceeds	78,860,000	31,203,732	47,656,268
Federal Funds	2,000,000		2,000,000
Total	80,860,000	31,203,732	49,656,268

Bonds Authorized

Bond Act	Amount	Date Sold	Amount Sold	Balance
74 14	300,000	12/15/17	165,292	9,973
		12/15/17	30,349	
		12/15/17	256	
		12/10/18	94,129	
109 18	3,659,830	12/10/19	3,056,289	
		12/10/19	603,541	
110 18				
111 18	4,912,714	12/10/19	4,102,561	
		12/10/19	810,153	
112 18	4,574,033	12/10/19	3,819,731	
		12/10/19	754,302	
113 18				
114 18	3,325,914	12/10/19	2,777,439	
		12/10/19	548,475	
115 18	3,392,332	12/10/19	2,832,904	
		12/10/19	559,428	
146 19	4,247,540	12/10/19	3,547,080	
		12/10/19	700,460	
147 19	1,729,454	12/10/19	1,444,251	
		12/10/19	285,203	
148 19				
203 20				
208 21	2,341,577	12/01/21	105,693	
		12/01/21	663,687	
		12/01/21	1,572,198	
		12/01/22		
		12/01/22		
110 22	29,676,606	12/01/22	1,671,910	26,946,295
		12/01/22	166,156	
		11/30/23	812,238	
		11/30/23	80,006	
Total	58,160,000		31,203,732	26,956,268

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester ("County") of a bond act ("Bond Act") in the amount of \$100,000 to finance capital project CC105 – Technology Upgrade Off Campus 2022/23-2026/27 ("CC105"). The Bond Act, which was prepared by the law firm Harris Beach, will finance the County's approximately 50% share of the cost of technology upgrades off campus for Westchester Community College ("College"), including replacement of older computers, printers and scanners, new initiatives for Academic Technology, and expansion for remote work/desktop equipment, unified communications, wireless, and tablet and mobile devices and digital signage replacements for regular and emergency communications

The College has advised that it is essential to replace and purchase new computer hardware equipment for the college community.

The College has advised that the total amount appropriated for CC105 is \$200,000. This bond request in the amount of \$100,000, represents the County's approximately 50% share of CC105. The remaining 50% will be funded by New York State.

Following bonding authorization, it is anticipated that the upgrades will take twenty-four months to complete. It is anticipated that the work will be completed by in-house staff.

The Planning Department has advised your Committee that based on its review, CC105 may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: November 24th 2025
 White Plains, New York

Samuel Billions John
Self
John A. Smith
Donald Tubisto
Yancy G. Brown
Onion

Self
Samuel Billions John
Smith
Yancy G. Brown
Onion

Self
Self
Smith

COMMITTEE ON

c/mg/9-25-25

Budget & Appropriations

Public Works & Transportation

Information Technology & Cyber Security

Dated: November 24, 2025
White Plains, New York

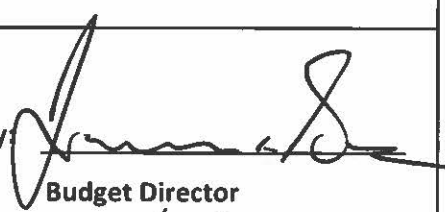
The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:


Budget & Appropriations

A handwritten signature in black ink, appearing to read "Colin J. Smith". The signature is written in a cursive, flowing style with a large, stylized "S" at the end.

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>CC105</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input checked="" type="checkbox"/> Current Appropriations	
		<input type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$	100,000	PPU 5 Anticipated Interest Rate 2.47%
Anticipated Annual Cost (Principal and Interest):		\$	21,487
Total Debt Service (Annual Cost x Term):		\$	107,435
Finance Department: Interest rates from October 9, 2025 Bond Buyer - ASBA			
SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service) To Be Completed by Submitting Department and Reviewed by Budget			
Potential Related Expenses (Annual):		\$	-
Potential Related Revenues (Annual):		\$	-
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years):			
<u>No operating impact</u>			
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:			
Prepared by: <u>Dawn Gillins</u>		<div style="text-align: right;"> Budget Director <u>10/16/25</u></div>	
Title: <u>Acting VP Admin Svcs/CFO</u>			
Department: <u>WCC</u>			
Date: <u>10/16/25</u>			
		<div style="text-align: right;">Reviewed By: <u>DV 10/15/25</u> <u>@ 10/16/25</u> Date: <u>10/16/25</u></div>	

TO: Michelle Greenbaum, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM 
Assistant Commissioner

DATE: October 8, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
CC105 TECHNOLOGY UPGRADE OFF-CAMPUS 2022/23-2026/27**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on 08/29/2025 (Unique ID: 3013)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

COMMENTS: None.

DSK/oav

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Dawn Gillins, Assistant Vice President/Comptroller, Westchester Community College
Ross Garrett, Assistant Mechanical Engineer, Westchester Community College
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Douglas Wessells, Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF TECHNOLOGY UPGRADES OFF CAMPUS FOR WESTCHESTER COMMUNITY COLLEGE; STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS \$200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$100,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF \$100,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than Third-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$100,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of technology upgrades off campus for Westchester Community College, including replacement of older computers, printers and scanners, new initiatives for Academic Technology, and expansion for remote

work/desktop peripheral, unified communications, wireless, and tablet and mobile devices and digital signage replacements for regular and emergency communications; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$200,000. The plan of financing includes the issuance of \$100,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the application of \$100,000 expected to be received from the State of New York to be expended towards the cost of said objects or purposes, and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which the bonds authorized by this resolution is to be issued, within the limitations of Section 11.00 a. 89 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$100,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 20__ and approved by the County Executive on _____, 20__ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF TECHNOLOGY UPGRADES OFF CAMPUS FOR WESTCHESTER COMMUNITY COLLEGE, STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS \$200,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$100,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF \$100,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: to finance the cost of technology upgrades off campus for Westchester Community College, including replacement of older computers, printers and scanners, new initiatives for Academic Technology, and expansion for remote work/desktop peripheral, unified communications, wireless, and tablet and mobile devices and digital signage replacements for regular and emergency communications; at the estimated maximum cost of \$200,000; all as set forth in the County's current year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$100,000; five (5) years

Dated: _____, 20__
White Plains, New York

Clerk and Chief Administrative Officer of the County
Board of Legislators of the County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:* CC105	<input type="checkbox"/> CBA	Fact Sheet Date:* 07-31-2025
Fact Sheet Year:* 2025	Project Title:* TECHNOLOGY UPGRADE OFF CAMPUS 2022/23-2026/27	Legislative District ID: 3,
Category* WCC - BUILDINGS	Department:* COMMUNITY COLLEGE	CP Unique ID: 3013

Overall Project Description

The college, as most centers of higher education, is under increasing pressure to offer the basic technological support services required by today's society. Long term considerations must be given to adequately plan for the introduction of new technologies. The scope of the projects supports the modest program which introduces new and replacement technologies at the college's off campus locations. This endeavor is essential for WCC to remain competitive in the future. It will enable the College to maintain its commitment to providing the high level of instruction expected by the residents of Westchester County and all those who attend.

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies | <input type="checkbox"/> Infrastructure |
| <input type="checkbox"/> Life Safety | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue |
| <input type="checkbox"/> Security | <input type="checkbox"/> Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	996	602	200	194	0	0	0	0
Less Non-County Shares	201	100	101	0	0	0	0	0
Net	795	502	99	194	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of \$100,000 of the initial phase of this Technology Upgrade Off Campus project. The project will address the need for the replacement of older computers, printers and scanners with newer and faster ones to keep up with the latest technology. In addition, these funds will also include new initiatives for Academic Technology, and expansion for remote work/desktop peripheral, unified communications, wireless, and tablet and mobile devices. This project will provide digital signage replacements for regular and emergency communications. With this commitment, WCC will also be confident it can uphold its reputation of academic distinction by remaining technologically competitive.

Financing Plan for Current Request:

Non-County Shares:	\$ 100,000
Bonds/Notes:	100,000
Cash:	0
Total:	\$ 200,000

SEQR Classification:

TYPE II

Amount Requested:

100,000

Expected Design Work Provider:

- | | | |
|---------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> County Staff | <input type="checkbox"/> Consultant | <input checked="" type="checkbox"/> Not Applicable |
|---------------------------------------|-------------------------------------|--|

Comments:

The amount appropriated for this initial phase is \$200,000. This bonding request is in the amount of \$100,000 and represents the County's 50% share of approved Capital Project WCC105 Technology Upgrade Off Campus. The state has approved funding on the remaining 50%

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	200,000	TECHNOLOGY UPGRADE OFF CAMPUS PHASE I
2023	202,000	TECHNOLOGY UPGRADE OFF CAMPUS PHASE II
2024	200,000	TECHNOLOGY UPGRADE OFF CAMPUS PHASE III

Total Appropriation History:

602,000

Total Financing History:

0

Recommended By:**Department of Planning**

MLLL

Date

08-29-2025

Department of Public Works

RJB4

Date

08-29-2025

Budget Department

DEV9

Date

09-02-2025

Requesting Department

DAGX

Date

09-25-2025

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of a bond act (“Bond Act”) in the amount of \$1,009,000 to finance capital project CC106 – Technology Upgrade On-Campus 2022/23-2026/27 (“CC106”). The Bond Act, which was prepared by the law firm Harris Beach, will finance the County’s approximately 50% share of technology upgrades on campus at the Westchester Community College (“College”), including replacements for College’s personal computers, laptops, tablets, test equipment, printers, scanners, phone system, routers, keyboard video mouse, consoled management system, firewalls, academic technology initiatives, wireless enhancement, digital signage, firewall replacement, Network Access Controller AC security replacement equipment, expansion of tablet and mobile device technology.

The College has advised that it is essential to purchase new computer hardware equipment for the college community.

The College has advised that the total amount appropriated for CC106 is \$2,018,000. This bond request in the amount of \$1,009,000, represents the County’s 50% share of CC106. The remaining 50% will be funded by New York State.

Following bonding authorization, it is anticipated that CC106 will take 24 months to complete. It is anticipated that the work will be completed by in-house staff.

The Planning Department has advised your Committee that based on its review, CC106 may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: November 24th, 2025
White Plains, New York

Samuel B. Billings John
Sign
John
Smith
Manafkhan
John
David Dinn

Sign
Samuel B. Billings John
Smith
Manafkhan
David Dinn

John
Sign
Smith

c/mg/9-26-25

Budget & Appropriations

Public Works &
Transportation

Information Technology
& Cybersecurity

Dated: November 24, 2025
White Plains, New York

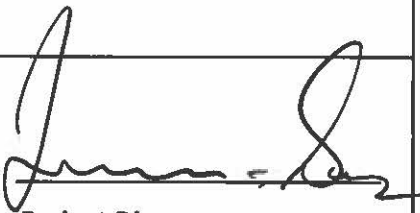
The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:


Budget & Appropriations

A handwritten signature in black ink, appearing to read "Colin J. Antez". The signature is written in a cursive, flowing style.

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: <u>CC106</u>		<input type="checkbox"/> NO FISCAL IMPACT PROJECTED	
SECTION A - CAPITAL BUDGET IMPACT To Be Completed by Budget			
<input checked="" type="checkbox"/> GENERAL FUND	<input type="checkbox"/> AIRPORT FUND	<input type="checkbox"/> SPECIAL DISTRICTS FUND	
Source of County Funds (check one):		<input checked="" type="checkbox"/> Current Appropriations	
		<input type="checkbox"/> Capital Budget Amendment	
SECTION B - BONDING AUTHORIZATIONS To Be Completed by Finance			
Total Principal	\$ 1,009,000	PPU 5	Anticipated Interest Rate 2.47%
Anticipated Annual Cost (Principal and Interest):		\$ 217,210	
Total Debt Service (Annual Cost x Term):		\$ 1,086,050	
Finance Department: Interest rates from October 9, 2025 Bond Buyer - ASBA			
SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service) To Be Completed by Submitting Department and Reviewed by Budget			
Potential Related Expenses (Annual):		\$ -	
Potential Related Revenues (Annual):		\$ -	
Anticipated savings to County and/or impact of department operations (describe in detail for current and next four years):			
<u>No operating impact</u>			
SECTION D - EMPLOYMENT As per federal guidelines, each \$92,000 of appropriation funds one FTE Job			
Number of Full Time Equivalent (FTE) Jobs Funded:			
Prepared by:	<u>Dawn Gillin</u>	Reviewed By:	
Title:	<u>Acting VP Admin Services/CFO</u>	Date:	<u>10/16/25</u>
Department:	<u>WCC</u>	Budget Director	
Date:	<u>10/16/25</u>	Date:	<u>10/16/25</u>

TO: Michelle Greenbaum, Senior Assistant County Attorney
Carla Chaves, Senior Assistant County Attorney
Maximilian Zorn, Assistant County Attorney
Maria Baratta, Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM 
Assistant Commissioner

DATE: October 8, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:
CC106 TECHNOLOGY UPGRADE ON-CAMPUS 2022/23-2026/27**

PROJECT/ACTION: Per Capital Project Fact Sheet as approved by the Planning Department on
08/29/2025 (Unique ID: 3014)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

COMMENTS: None.

DSK/oav

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Lawrence Soule, Budget Director
Tami Altschiller, Assistant Chief Deputy County Attorney
Dianne Vanadia, Associate Budget Director
Dawn Gillins, Assistant Vice President/Comptroller, Westchester Community College
Ross Garrett, Assistant Mechanical Engineer, Westchester Community College
Susan Darling, Chief Planner
Claudia Maxwell, Principal Environmental Planner
Douglas Wessells, Planner

ACT NO. -20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,009,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF TECHNOLOGY UPGRADES ON CAMPUS AT THE WESTCHESTER COMMUNITY COLLEGE; STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS \$2,018,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,009,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF \$1,009,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20__)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than Third-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, to the provisions of other laws applicable thereto, \$1,009,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of technology upgrades on campus at the Westchester Community College, including replacements for the College's PC, laptops, tablets, test equipment, printers, scanner replacements, phone system, routers, keyboard

video mouse, consoled management system, firewalls, academic technology initiatives, wireless enhancement, digital signage, firewall replacement, NAC security replacement equipment, expansion of tablet and mobile device technology; all as set forth in the County's current year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the current year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$2,018,000. The plan of financing includes the issuance of \$1,009,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, the application of \$1,009,000 expected to be received from the State of New York to be expended towards the cost of said objects or purposes, and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness applicable to the specific object or purpose for which the bonds authorized by this resolution is to be issued, within the limitations of Section 11.00 a. 89 of the Law, is five (5) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$1,009,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 5. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 7. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

* * *

STATE OF NEW YORK)
 : ss.:
COUNTY OF WESTCHESTER)

I HEREBY CERTIFY that I have compared the foregoing Act No. -20__ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on , 20__ and approved by the County Executive on , 20__.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this day of , 20__.

(SEAL)

The Clerk and Chief Administrative Officer of the
County Board of Legislators
County of Westchester, New York

LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on _____, 20__ and approved by the County Executive on _____, 20__ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. _____-20__

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,009,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF TECHNOLOGY UPGRADES ON CAMPUS AT THE WESTCHESTER COMMUNITY COLLEGE, STATING THE TOTAL ESTIMATED MAXIMUM COST THEREOF IS \$2,018,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,009,000 BONDS HEREIN AUTHORIZED TO FINANCE THE COUNTY'S SHARE OF SUCH COST AND THE APPLICATION OF \$1,009,000 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TOWARDS THE COST OF SAID OBJECTS OR PURPOSES; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted _____, 20__)

object or purpose: to finance the cost of technology upgrades on campus at the Westchester Community College, including replacements for the College's PC, laptops, tablets, test equipment, printers, scanner replacements, phone system, routers, keyboard video mouse, consoled management system, firewalls, academic technology initiatives, wireless enhancement, digital signage, firewall replacement, NAC security replacement equipment, expansion of tablet and mobile device technology; at the estimated maximum cost of \$2,018,000; all as set forth in the County's current year Capital Budget, as amended.

amount of obligations to be issued:

and period of probable usefulness: \$1,009,000; five (5) years

Dated: _____, 20__
White Plains, New York

Clerk and Chief Administrative Officer of the County
Board of Legislators of the County of Westchester, New York

CAPITAL PROJECT FACT SHEET

Project ID:*
CC106

☐ CBA

Fact Sheet Date:*
07-31-2025

Fact Sheet Year:*
2025

Project Title:*
TECHNOLOGY UPGRADE ON-
CAMPUS 2022/23-2026/27

Legislative District ID:
3,

Category*
WCC - BUILDINGS

Department:*
COMMUNITY COLLEGE

CP Unique ID:
3014

Overall Project Description

Westchester Community College provides educational instruction to approximately 20,000 students each year. Such services must be supported in one way or another by technology. This project provides funding for the equipment and installation of state of the art technology at the Valhalla Campus. The purpose is to give long term consideration to assuring the College can keep up with the rapid and on-going changes which occur with information and educational technologies. It will enable the college to maintain its commitment to providing the high level of instruction expected by the residents of Westchester County and all those who attend.

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Best Management Practices | <input type="checkbox"/> Energy Efficiencies | <input type="checkbox"/> Infrastructure |
| <input type="checkbox"/> Life Safety | <input type="checkbox"/> Project Labor Agreement | <input type="checkbox"/> Revenue |
| <input type="checkbox"/> Security | <input type="checkbox"/> Other | |

FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2025	2026	2027	2028	2029	Under Review
Gross	10,048	6,044	2,002	2,002	0	0	0	0
Less Non-County Shares	2,017	1,009	1,008	0	0	0	0	0
Net	8,031	5,035	994	2,002	0	0	0	0

Expended/Obligated Amount (in thousands) as of : 0

Current Bond Description: Current bonding approval is necessary to fund the County's 50% share of this initial phase of the Technology Upgrade - On Campus project. The project costs for this phase totals \$2,018,000 which supports the comprehensive long-range plan for the preservation and enhancement of technology at the College's main campus in Valhalla. The project cost provides replacements for the College's PC, laptops, tablets, test equipment, printers, scanner replacements, phone system, routers, Keyboard Video Mouse consoled management system, and firewalls which are on a 5 to 7 year cycle. This project also provides Academic Technology Initiatives will provide a variety of technologies that enhance various curriculums. Wireless Enhancement, Digital Signage and Firewall Replacement as well as NAC Security Replacement equipment is also included. In addition, the expansion of tablet and mobile device technology is required.

Financing Plan for Current Request:

Non-County Shares:	\$ 1,009,000
Bonds/Notes:	1,009,000
Cash:	0
Total:	\$ 2,018,000

SEQR Classification:

TYPE 2

Amount Requested:

1,009,000

Expected Design Work Provider:

- ☐ County Staff ☐ Consultant ☒ Not Applicable

Comments:

The amount appropriated for this initial phase is \$2,018,000. The bonding request in the amount of \$1,009,000 represents the County's 50% share of approved Capital Project WCC106 Technology Upgrade On Campus. The state has approved funding on the remaining 50%.

Energy Efficiencies:

Appropriation History:

Year	Amount	Description
2022	2,018,000	TECHNOLOGY UPGRADE ON CAMPUS PHASE I
2023	2,016,000	TECHNOLOGY UPGRADE ON CAMPUS PHASE II
2024	2,010,000	TECHNOLOGY UPGRADE ON CAMPUS PHASE III

Total Appropriation History:

6,044,000

Total Financing History:

0

Recommended By:**Department of Planning**

MLLL

Date

08-29-2025

Department of Public Works

RJB4

Date

08-29-2025

Budget Department

DEV9

Date

09-02-2025

Requesting Department

DAGX

Date

09-25-2025