

Budget & Appropriations Meeting Agenda



Committee Chair: Jewel Williams Johnson

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

Monday, June 30, 2025

10:00 AM

Committee Room

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.

Chair Jewel Williams Johnson will be participating remotely from 840 US-64, Plymouth NC 27962

Legislator Colin Smith will be participating remotely from 1132 Main Street, Suite 1, Peekskill, New York 10566

MINUTES APPROVAL

Monday, June 26, 2025 at 10:00 AM Minutes

Wednesday, June 11, 2025 at 10:00 AM Minutes

I. ITEMS FOR DISCUSSION

1. [2025-244](#) **ACT-Correction of Name-IMA-Youth Development Program-Town of Pelham**

AN ACT authorizing the County of Westchester to amend Act 2025-25 in order to change the name of one of the municipalities identified in the Act from the Village of Pelham to the Town of Pelham.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND VETERANS, SENIORS & YOUTH

B&A Only.

Guest: Youth Bureau

Executive Director Ernest McFadden

2. [2025-245](#) **ACT-Sexual Risk Avoidance Education Program**

AN ACT authorizing the County of Westchester to enter into (i) a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program and (ii) to enter into inter-municipal agreements with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers for services to be funded with the grant funds.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND VETERANS, SENIORS & YOUTH

B&A Only.

Guest: Youth Bureau

Executive Director Ernest McFadden

3. [2025-243](#) **ACT-2024 Operating Budget Amendment**

AN ACT authorizing the amendment of the 2024 County Operating Budget in the amount of TWO MILLION, THIRTEEN THOUSAND, TWENTY-FIVE (\$2,013,025) DOLLARS.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

B&A Only.

Guest: Budget Department

Deputy Director Christina Rampata

4. [2025-261](#) **ACT-Pay Plan Amendment-DEF**

AN ACT amending Act No. 26-1952 as amended, which amended Act No. 40-1941, entitled "An Act establishing personnel rules in Westchester County service and adopting classification of positions and schedules of pay."

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

B&A Only.

Guests: Budget Department

Deputy Director Christina Rampata

Department of Human Resources

Commissioner Lisa Denig

5. [2025-254](#) **ACT - Save the Sound Lawsuit Settlement**

AN ACT authorizing the County Attorney to settle the lawsuit of Save the Sound, et al. v. Westchester County.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

Joint with LMC.

Guests: Law Department

County Attorney John Nonna

Assistant Chief Deputy County Attorney Justin Adin

6. [2025-258](#) **ACT - Lawsuit of Colamonico v. Frascone**

AN ACT authorizing the designation and retention of private counsel pursuant to the Laws of Westchester County relating to the lawsuit entitled Colamonico v. Frascone.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

Joint with LMC.

Guests: Law Department

County Attorney John Nonna

Associate County Attorney Francesca Mountain

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

June 6, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is an Act which, if approved by your Honorable Board, will authorize the County of Westchester, acting by and through its Youth Bureau (the "County") to amend Act 2025 – 25, in order to correct the name of one of the municipalities included on the list contained in Act 2025 – 25, which authorized inter-municipal agreements for the implementation of the New York State's Office of Children and Family Services ("OCFS") Youth Development Program, by changing the name of the municipality from the Village of Pelham to the Town of Pelham.

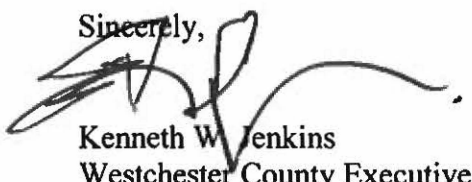
Act 2025 – 25 authorized the County to 1.) execute and submit to the State of New York (the "State") a resource allocation plan (the "Plan"), which qualified the County to receive certain State reimbursements through OCFS, in the amount of \$1,725,564.00, for certain youth services programs and related administrative activities, for a program period of twelve (12) months, commencing October 1, 2024 and terming September 30, 2025, under the following funding streams: (i) Youth Development Program funds ; (ii) Runaway and Homeless Youth Act funding; (iii) Youth Sports and Education Opportunity Funding; and (iv) the program entitled "Youth Team Sports;" and 2.) enter into inter-municipal agreements ("IMAs") with the indicated municipalities for the provision of positive youth development programs and sports education programs, for the program period of twelve (12) months, from October 1, 2024 through September 30, 2025, for a total aggregate amount not to exceed \$369,656.00.

In particular, Act 2025 – 25 authorized the County to enter into an inter-municipal agreement with the Village of Pelham (Contract No. YTH2561; the "Pelham IMA"), for the provision of a Young Entrepreneurs Program, for an amount not-to-exceed \$7,637.00. However, following approval of Act 2025 – 25, the County learned that it had inadvertently identified the Village of Pelham as a party to the Pelham IMA, whereas the proper party that should have been identified is the Town of Pelham. In order to remedy this error, authority is respectfully requested to amend Act 2025 – 25 for the limited purpose of changing the name of the municipal party identified with respect to the Pelham IMA, from the Village of Pelham to the Town of Pelham.

Except as expressly modified herein, all other terms of Act 2025 – 25 will remain unchanged.

Based upon the foregoing, I respectfully recommend the adoption of the aforementioned Act.

Sincerely,



Kenneth W. Jenkins
Westchester County Executive

KWJ/JMQ/sjc
Attachments

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which, if approved by your Honorable Board, would authorize the County of Westchester, acting by and through its Youth Bureau (the “County”) to amend Act 2025 – 25, in order to correct the name of one of the municipalities included on the list contained in Act 2025 – 25, which authorized inter-municipal agreements for the implementation of the New York State’s Office of Children and Family Services (“OCFS”) Youth Development Program, by changing the name of the municipality from the Village of Pelham to the Town of Pelham.

Act 2025 – 25 authorized the County to 1.) execute and submit to the State of New York (the “State”) a resource allocation plan (the “Plan”), which qualified the County to receive certain State reimbursements through OCFS, in the amount of \$1,725,564.00, for certain youth services programs and related administrative activities, for a program period of twelve (12) months, commencing October 1, 2024 and terminating September 30, 2025, under the following funding streams: (i) Youth Development Program funds ; (ii) Runaway and Homeless Youth Act funding; (iii) Youth Sports and Education Opportunity Funding; and (iv) the program entitled “Youth Team Sports;” and 2.) enter into inter-municipal agreements (“IMAs”) with the indicated municipalities for the provision of positive youth development programs and sports education programs, for the program period of twelve (12) months, from October 1, 2024 through September 30, 2025, for a total aggregate amount not to exceed \$369,656.00.

In particular, Act 2025 – 25 authorized the County to enter into an inter-municipal agreement with the Village of Pelham (Contract No. YTH2561; the “Pelham IMA”), for the provision of a Young Entrepreneurs Program, for an amount not-to-exceed \$7,637.00. However, following approval of Act

2025 – 25, the County learned that it had inadvertently identified the Village of Pelham as a party to the Pelham IMA, whereas the proper party that should have been identified is the Town of Pelham. In order to remedy this error, authority is respectfully requested to amend Act 2025 – 25 for the limited purpose of changing the name of the municipal party identified with respect to the Pelham IMA, from the Village of Pelham to the Town of Pelham.

Your Committee is advised that except as expressly amended hereby, all other terms of Act 2025 – 25 will remain unchanged.

The Department of Planning has advised your Committee that based on its review, the revised Pelham IMA does not meet the definition of an action under the 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.

It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

K: SIC 5/9/2025

FISCAL IMPACT STATEMENT

SUBJECT: TOWN OF PELHAM

☐ 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 \$ 7,637.00

Total Current Year Revenue \$ 0

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 263-11-A530-4380

Potential Related Operating Budget Expenses:

Annual Amount \$ 7,637

Describe: Original listed the Village of Pelham and we need it to say Town of Pelham.

Potential Related Revenues:

Annual Amount \$ 0

Describe: _____

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

Current Year: \$0

Next Four years: NA

Prepared by: Gregg Peterson

GP 5/12/25

Title: Financial Coordinator

Department: CEO/Youth Bureau

5/12/25

Reviewed By: _____

[Signature]

Budget Director

5/29/25

If you need more space, please attach additional sheets.

ACT NO. 2025 - _____

AN ACT authorizing the County of Westchester to amend Act 2025 – 25 in order to change the name of one of the municipalities identified in the Act from the Village of Pelham to the Town of Pelham

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

Section 1. Section 2 of Act 2025 -25 is hereby amended in order to correct the name of one of the municipalities included on the list contained in Act 2025 – 25, which authorized inter-municipal agreements for the implementation of the New York State’s Office of Children and Family Services (“OCFS”) Youth Development, by changing the name of the municipality from the Village of Pelham to the Town of Pelham.

§2. All other terms of Act 2025 – 25 will remain unchanged.

§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.



Kenneth W. Jenkins
County Executive

June 6, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, NY 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to:

1) enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the "Program") to address the need for teen pregnancy prevention, promoting healthy choices and lifestyle and youth engagement in the seven highest need municipalities in Westchester, which includes Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers, and related administrative activities in the total aggregate amount of \$260,000, for a term commencing on May 15, 2025 and continuing through December 31, 2025 (the "Grant Agreement"); and

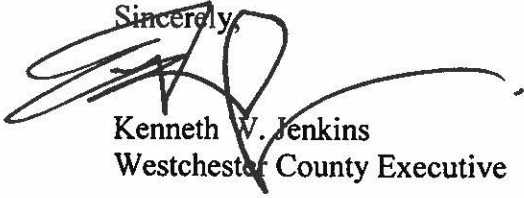
2) enter into inter-municipal agreements ("IMAs") with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the "Municipalities"), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,214, comprised of an amount not to exceed \$32,602 per Municipality, for a term commencing on May 15, 2025 and continuing through December 31, 2025.

Pursuant to the IMAs, the Municipalities will each deliver services, to at least 15 youth, on sexual risk avoidance education, healthy relationships and lifestyle choices and youth engagement work readiness skills development. The Programs will operate during after school hours in person.

In addition to the IMAs, the remainder of the funds will be used to enter into an agreement with a not-for-profit agency, which agreement will be individually processed subject to all necessary legal approvals, pursuant to which said entity will provide workshops on topics including but not limited to healthy relationships, communicating, practicing consent designed to promote awareness about healthy choices and lifestyle among youth.

Based on the importance of the Programs to the County, your favorable action on the proposed Act is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read 'KW Jenkins', with a long horizontal flourish extending to the right.

Kenneth W. Jenkins
Westchester County Executive

KJ/jmq

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the “County”), acting by and through its Youth Bureau (the “Youth Bureau”), to: 1) enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the “Program”) to address the need for teen pregnancy prevention, promoting healthy choices and lifestyle and youth engagement in the seven highest need municipalities in Westchester, which includes Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers, and related administrative activities in the total aggregate amount of \$260,000, for a term commencing on May 15, 2025 and continuing through December 31, 2025 (the “Grant Agreement”) and 2) enter into inter-municipal agreements (“IMAs”) with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the “Municipalities”), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,214, comprised of an amount not to exceed \$32,602 per Municipality, for a term commencing on May 15, 2025 and continuing through December 31, 2025.

Pursuant to the IMAs, the Municipalities will each deliver services to at least 15 youth on sexual risk avoidance education, healthy relationships and lifestyle choices, and youth engagement work readiness skills development. The Programs will operate during after school hours in person.

In addition to the IMAs, the remainder of the funds will be used to enter into an agreement with a not-for-profit agency, which agreement will be individually processed subject to all necessary legal approvals, pursuant to which said entity will provide workshops on topics including but not limited to healthy relationships, communicating, practicing consent designed to promote awareness about healthy choices and lifestyle among youth.

The Planning Department has advised that the proposed IMAs do not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

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 these IMAs. 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 the annexed proposed Act for adoption.

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: SEXUAL RISK AVOIDANCE EDUCATION PROGRAM

☐ 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 \$ 260000

Total Current Year Revenue \$ 260,000

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: Salaries 101-11-0400-1010, Trust 263-11-T02Z-4380

Potential Related Operating Budget Expenses: Annual Amount \$ 260,000

Describe: SRAEP Grant expenditures incurred by the Youth Bureau, salaries, contract services and contractual services with 7 Youth Bureaus.

Potential Related Revenues: Annual Amount \$ 260,000

Describe: Reimbursement by the New York State Office of Children and Family Services

Account: 263-11-T02Z-9854; 101-11-0400-9734

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

Current Year: \$ 6,783

Salaries \$6,783

Next Four years: \$ na

Prepared by: Gregg Peterson

Title: Financial Coordinator

Department: CEO/Youth Bureau

Reviewed By: Laura A. Jones

Budget Director

6/5/25

If you need more space, please attach additional sheets.

ACT NO. 2025 - ____

AN ACT authorizing the County of Westchester to enter into (i) a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program and (ii) to enter into inter-municipal agreements with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers for services to be funded with the grant funds.

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the “Program”) to address the need for teen pregnancy prevention, promoting healthy choices and lifestyle and youth engagement in the seven highest need cities in Westchester, which includes Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers, and related administrative activities in the total aggregate amount of \$260,000.00, for a term commencing on May 15, 2025 and continuing through December 31, 2025 (the “Grant Agreement”).

§2. The County be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the “Municipalities”), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,214, comprised of an amount not to exceed \$32,602 per Municipality, for a term commencing on May 15, 2025 and continuing through December 31, 2025.

§3. In addition to the IMAs, the remainder of the funds will be used to enter into

agreement with other a not-for-profit agency, which agreement will be individually processed subject to all necessary legal approvals.

§4. Pursuant to the IMAs, the Municipalities will each deliver services, to at least 15 youth, on sexual risk avoidance education, healthy relationships and lifestyle choices and youth engagement work readiness skills development. The Programs will operate during after school hours in person.

§5. The County Executive or his authorized designee is hereby empowered to execute all instruments and take all actions reasonable and necessary to effectuate the purposes hereof.

§6. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2025 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

MUNICIPALITY, a municipal corporation of the State of New York, having an office and place of business at **Address** (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County has been awarded a New York State Legislative grant to continue a sexual risk avoidance education services and youth engagement work readiness skills (the "Program"); and

WHEREAS, the Municipality desires to conduct the Program upon the terms and conditions hereinafter set forth, and the County desires the Municipality to provide the Program upon such terms and conditions.

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

FIRST: The County shall reimburse the Municipality an amount not to exceed Thirty-Two Thousand Six Hundred Two (\$32,602.00) Dollars, payable quarterly, which the Municipality shall use to provide the Sexual Risk Avoidance Education Program as more particularly described in Schedule "A" and as budgeted in Schedule "B," both of which are attached hereto and made a part hereof (the "Work"), payable upon full contract execution and approval of the same by the Office of the Westchester County Attorney.

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

The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards

established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

SECOND: The Municipality 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 provisions contained in Schedule "C," the Municipality 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 Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; 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 Municipality 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 Municipality 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.

THIRD: The term of this Agreement will commence May 15, 2025 and terminate December 31, 2025 unless terminated earlier as provided herein.

FOURTH: (a) The County reserves the right to cancel this Agreement on Thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality 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 at the rates specified in Schedule "B."

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, 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 their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

FIFTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

SIXTH: 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 Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State 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 approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

1.) Schedule “D” — “Criminal Background Disclosure”

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

2.) Schedule “E” — “Vendor Direct Program - Electronic Funds Transfer”

All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality 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 Municipality understands that it must contact the County’s Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality 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.

3.) SCHEDULE “F” – Westchester County Youth Bureau Sample Corrective Action Request

This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

EIGHTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

with a copy to: County Attorney
 Michaelian Office Building, Room 600
 148 Martine Avenue
 White Plains, New York 10601

to the Municipality: **Municipality**
Address
Address

or to such other addresses as may be specified by the parties hereto in writing.

NINTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

TENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

ELEVENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work 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 Municipality. The Municipality 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 Municipality shall include provisions in its subcontracts designed to ensure that the Municipality 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.

TWELFTH: The Municipality expressly agrees that neither it nor any contractor, 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 Municipality 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.

THIRTEENTH: The Municipality hereby agrees that any document, record or recorded data of any kind delivered to the County pursuant to this Agreement, which the County intends to digitally publish and make available on the Internet or Intranet, shall comply with the most current standards set forth in both, (a) Section 508 of the federal Rehabilitation Act of 1973, as amended; and (b) the Web Content Accessibility Guidelines (WCAG) (collectively, the “Accessibility Standards”), pursuant to the goals and objectives of the Americans with Disabilities Act of 1990 and the County’s Digital Content Accessibility Policy, which is linked hereto and made a part hereof: <https://www.westchestergov.com/digital-content-accessibility-policy>. The Accessibility Standards shall not apply to drafts or non-final versions of any such documents, unless the County, in writing, specifies otherwise.

The Municipality must demonstrate compliance with the Accessibility Standards and may do so using third-party accessibility ‘checker’ software, manual checking or any another suitable method acceptable to the County. Further, the County may require the Municipality, at the Municipality’s sole cost and expense, to certify compliance with the Accessibility Standards.

If the County determines that a document or other deliverable does not meet the Accessibility Standards, the Municipality shall, at its sole cost and expense, promptly remedy such non-compliance. In the event the Municipality does not promptly remedy any such non-compliant issues or deficiencies, the County may exercise any rights and remedies available to it at law or equity, including, but not limited to, the right to remedy said issues or deficiencies, in which event the County shall either seek reimbursement from the Municipality for any such costs and expenses incurred by the County in connection therewith, to be paid within thirty (30) days from receipt of written notice thereof, or offset

such costs and expenses against any amounts due to the Municipality under the Agreement or other agreements.

FOURTEENTH: This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

DRAFT

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

COUNTY OF WESTCHESTER

By: _____
Name:
Title:

MUNICIPALITY

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by **Act No. 2025-XX** on the XXth day of XX, 2025.

Sr. Assistant County Attorney
The County of Westchester

MUNICIPALITY ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 20_____, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is

_____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this ____ day of _____, 20____, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he/she is the
_____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"
SCOPE OF WORK

GENERAL:

With the support of the Sexual Risk Avoidance Education Program Legislative Grant, Westchester County Youth Bureau's (WCYB) Sexual Risk Avoidance Education program (SRAEP) continues to expand and address the need for teen pregnancy prevention by promoting healthy choices and lifestyle among youth. The program based on positive youth development framework, provides tools and resources to build healthy relationships, raise awareness about risky behaviors and STI/STD prevention, while encouraging youth engagement through career development and work readiness supports, leadership skills development and employment opportunities. SRAEP serves youth between ages of 11 and 18 years in the highest need municipalities in Westchester County through the local youth bureaus in Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers. The program is a partnership between WCYB and the local Youth Bureau of each city and will be offered between May 15 and December 31, 2025.

WCYB will also host a youth-centric event that will highlight the issues covered under SRAEP, raise awareness and provide a platform for youth discussion.

AGENCY	ROLE
Westchester County Youth Bureau	Lead Agency/applicant; region-wide contract management and oversight
Mt. Vernon Youth Bureau	Local lead partner; program coordination
Teens Under Construction Inc.	Consultant; workshops for the program at the 7 youth bureaus
New Rochelle Youth Bureau	Local lead partner; program coordination
Ossining Youth Bureau	Local lead partner; program coordination
Port Chester Youth Bureau	Local lead partner; program coordination
Peekskill Youth Bureau	Local lead partner; program coordination
White Plains Youth Bureau	Local lead partner; program coordination
Yonkers Youth Bureau	Local lead partner; program coordination

PROGRAM REQUIREMENTS & EXPECTED OUTCOMES:

The following required items are included in WCYB's SRAEP:

Requirement #1: Teens Under Construction workshops

Provide youth with teen pregnancy supports through 3 in-person workshops conducted by Teens Under Construction (TUC) at the local Youth Bureau in each of the 7 cities. TUC's workshops will focus on:

- 1: Establishing Healthy Boundaries
- 2: Understanding Trauma & Honoring Consent
- 3: Conflict Resolution

Expected Outcome:

- In the program period, youth will be free from health risk behaviors and demonstrate significantly greater growth from pre (baseline) to post (completion of the program) in their knowledge of: 1) risk avoidance skills, 2) medically accurate information, and 3) healthy life and relationship skills and 4) physical and emotional wellbeing.
- In the program period, students will demonstrate improvement from pre- to post-project participation in their conflict management and relationship skills.

Requirement # 2:

Provide youth with work readiness supports by implementing READi Attributes Curriculum which is designed to encourage youth to think about, discuss and practice skills that are important for career and personal success. The curriculum consists of five modules including Building Confidence, Let's Focus, Presenting My Best Self, Count on Me and Going For It. The local youth bureaus will implement the curriculum through 15 lessons to youth enrolled in the program. Youth will also receive job shadowing/unpaid internships and/or paid work experience preparing them for future employment opportunities.

Expected Outcome:

- In the program period, youth will be prepared with skills to move towards employment and demonstrate skill development in but not limited to creating resumes, job seeking, interviewing, understanding employer and workplace expectations, positive work habits, and other skills necessary to compete in the labor market.
- At the end of the program period, students will report improved workplace readiness skills.

PROGRAM IMPLEMENTATION:

WCYB will partner with Mount Vernon Youth Bureau, New Rochelle Youth Bureau, Ossining Youth Bureau, Peekskill Youth Bureau, Port Chester Youth Bureau, White Plains Youth Bureau and Yonkers Youth Bureau, as well as Teens Under Construction, to serve the youth enrolled in the program.

Staffing consists of Westchester County Youth Bureau Program Administrator, local lead partner (youth bureau) executive director (7), local lead (youth bureau) program coordinator and region wide provider (Teens Under Construction).

Space for programming will be available through local lead partner facilities, and where applicable, youth employment sites. Teens Under Construction will be offering workshops at each of the local Youth Bureau sites.

Supplies and Materials will include the READi Attributes Curriculum, program and administrative and if approved, equipment.

Youth Work-Based Learning Participant Evaluations will be administered by each youth bureau.

Program activities include:

- 7 sites will implement the SRAEP in person
- READi Attributes Curriculum will be implemented throughout the 7 sites with each site implementing the 15 lessons.
- Healthy relationship workshops will be offered in person by Teens Under Construction. 3 workshops of approximately 2 hours each will be offered at each of the 7 sites.
- Each site will offer either actual paid employment or job shadowing opportunities, when possible

Marketing activities include:

- Producing recruitment flyer
- Keeping enrollment forms

Program Evaluation activities include:

- Formative/Process Evaluation
- Impact Evaluation

PERFORMANCE MEASURES:

WCYB will collect information related to the performance measures and report the data to OCFS.

WCYB's SRAEP will track three broad categories of performance measures: (1) output measures (e.g., number of youth served, hours of service delivery, etc.); (2) program implementation (e.g., community partnerships, competence in working with the identified population); (3) outcome measures (e.g., behavioral, knowledge, and intentions);

WCYB Performance Measures and Tools to Track Progress

Performance Measures	Methods / Tools to Track Progress
<i>Output Measures</i>	
<i>Output 1:</i> A total of 105 youth will be recruited to participate in the SRAE program. (15 youth per site)	Document Review (recruitment materials, participant lists)
<i>Output 2:</i> A total of 105 youth will participate in project activities (15 youth per site)	Document Review (youth attendance rosters, student work products from READI Curriculum)
<i>Output 3:</i> Youth will engage in at least 21 hours of project activities over the course of their participation.	Document Review (youth attendance rosters)

In order to track progress on each of the three output measures, WCYB will collect and review project documentation on an ongoing basis as it becomes available. These documents will include (but not be limited to): recruitment materials and attendance lists, participant rosters, and program materials that may developed over the course of implementation, including the SRAEP flyers, newsletters, and funding applications.

OUTCOME MEASURES: (to be provided by local lead partner at the end of program period)

- Participants of the WCYB SRAEP project show improvement in participant relationship awareness, job readiness skills, and sexual risk awareness and avoidance
- Participants of the WCYB SRAEP project show positive changes in their intentions (such as their expectations for future relationships and their commitment to learning job readiness skills)
- Participants of the WCYB SRAEP project show positive changes in their behaviors (such as sense of purpose and positive view of relationships)?

Service/Opportunities/Supports Performance Measures

- Teen Pregnancy Prevention Supports – provides information regarding supportive relationships, adolescent sexuality education, or pregnancy prevention. Skills and resources healthy lifestyle choices - Physical & emotional well-being/Science based information/healthy relationships/healthy lifestyle/ risk avoidance skills and resources.
 - HOW MUCH: # of youth participating (unduplicated)
 - HOW WELL: % of youth completing the program
 - BETTER OFF: #/% of program participants with reduced high risk behaviors
- Work Readiness Supports - develops a youth's capacity to move toward employment.
 - a) Includes but is not limited to assisting youth with creating resumes, job seeking, interviewing, understanding employer and workplace expectations, positive work habits, job shadowing/unpaid internships, and understanding behaviors, attitudes, and skills necessary to compete in the labor market.

Work/employment readiness - Self-reliance and confidence/career opportunities/Job readiness skills/peer leadership

- **HOW MUCH:** # of youth enrolled in the program (unduplicated)
- **HOW WELL:** #/% of staff with training and/or certification in teaching work readiness skills
- **BETTER OFF:** #/% of youth with improved workplace readiness skills

b) Provide job shadowing/internships or paid employment opportunities to youth enrolled in the program.

- **HOW MUCH:** # of youth in the program (unduplicated)
- **HOW WELL:** % of teens that report being supported by staff
- **BETTER OFF:** # of youth receiving a positive evaluation

DRAFT

SCHEDULE "B"
BUDGET

(TO BE ADDED)

DRAFT

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

Below is a list of current funding categories:

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
NYS OCFS	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20th date of the month following the end of the quarter, except the 4th quarter which is due on January 10th of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
OTPS/Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement	Employee Exp. Request Form, Receipt, and Proof of Payment.

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:

Westchester County Youth Bureau
112 East Post Road, 3rd Floor
White Plains, NY 10601

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
 (Youth & Human Services)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality 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. The Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality 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 Municipality'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 Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality 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 Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality 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.1) 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 of Westchester for both on-going and completed operations.

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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

3. All policies of the Municipality 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 Municipality.

SCHEDULE "D"
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

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.

County property, or license, but may, if the County determines that the prior conviction(s) or 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 "E"

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 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.

	Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: <i>(check one)</i> <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:		
5. Vendor E-Mail Addresses for Remittance Notification:		Contact Person Telephone Number:
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

--

Westchester County • Department of Finance • Treasury Division

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: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

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.

NEW/CHANGE VEN EFT 8/08

SCHEDULE "F"
WESTCHESTER COUNTY YOUTH BUREAU
SAMPLE CORRECTIVE ACTION REQUEST

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

☐ 1st Notice☐ 2nd Notice☐ Final Notice

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

- ☐ Monthly Statistical Report(s) are outstanding.
- ☐ Quarterly Statistical Report(s) are outstanding.
- ☐ Annual Report is outstanding.
- ☐ Failure to respond to site visit request(s).
- ☐ Failure to submit fiscal claim(s).

Program Monitor Notes:

ACT NO. 2025 - ____

AN ACT authorizing the County of Westchester to enter into (i) a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program and (ii) to enter into inter-municipal agreements with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers for services to be funded with the grant funds.

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the “Program”) to address the need for teen pregnancy prevention, promoting healthy choices and lifestyle and youth engagement in the seven highest need cities in Westchester, which includes Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers, and related administrative activities in the total aggregate amount of \$260,000.00, for a term commencing on May 15, 2025 and continuing through December 31, 2025 (the “Grant Agreement”).

§2. The County be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the “Municipalities”), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,214, comprised of an amount not to exceed \$32,602 per Municipality, for a term commencing on May 15, 2025 and continuing through December 31, 2025.

§3. In addition to the IMAs, the remainder of the funds will be used to enter into

agreement with other a not-for-profit agency, which agreement will be individually processed subject to all necessary legal approvals.

§4. Pursuant to the IMAs, the Municipalities will each deliver services, to at least 15 youth, on sexual risk avoidance education, healthy relationships and lifestyle choices and youth engagement work readiness skills development. The Programs will operate during after school hours in person.

§5. The County Executive or his authorized designee is hereby empowered to execute all instruments and take all actions reasonable and necessary to effectuate the purposes hereof.

§6. This Act shall take effect immediately.



Kenneth W. Jenkins
County Executive

Department of the Budget

Lawrence C. Soule
Director

June 4, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue
White Plains, NY 10601

Honorable Members of The Board of Legislators:

Transmitted herein is an act authorizing the amendment of the 2024 County Operating Budget in the amount of \$2,013,025.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase of \$2,013,025 in the appropriations related to pension payments for COBA. This increase reflects higher than anticipated payouts and is fully funded by additional revenues received during the 2024 fiscal year.

Therefore, I recommend the approval of the attached Act amending the 2024 County Operating Budget in the amount of \$2,013,025.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "K. Jenkins", written over the printed name and title.

Kenneth W. Jenkins
County Executive

Attachment

THE HONORABLE BOARD OF LEGISLATORS

COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of an act authorizing the amendment of the 2024 County Operating Budget in the amount of \$2,013,025.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase of \$2,013,025 in the appropriations related to pension payments for COBA. This increase reflects higher than anticipated payouts and is fully funded by additional revenues received during the 2024 fiscal year.

Your Committee is informed that the proposed act 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. 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 in this conclusion.

Your Committee, after careful consideration, recommends the adoption of this Act.

Dated:

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: 2024 Budget Amendment

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 2,013,025

Total Current Year Revenue \$ 2,013,025

Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☒ Additional Appropriations

☐ Other (explain)

Identify Accounts: SEE ATTACHED ACT

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: _____

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: June 4, 2025

Reviewed By: 
Budget Director

Date: 6/5/25

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

SECTION 1. The 2024 County Operating Budget shall be amended as follows:

EXPENDITURES:

Miscellaneous Budget

Prior Year Recovery - (101-52-1500-1650)	+ \$	2,013,025.00
--	------	--------------

TOTAL OPERATING EXPENDITURES	\$	2,013,025.00
------------------------------	----	--------------

REVENUES:

Miscellaneous Budget

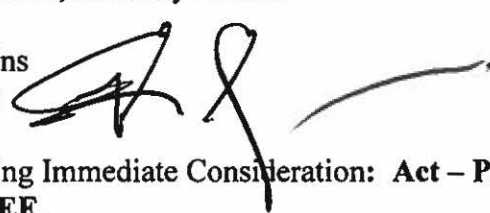
Prior Year Recovery - (101-52-1000-9675)	+ \$	2,013,025.00
--	------	--------------

TOTAL OPERATING REVENUES	\$	2,013,025.00
--------------------------	----	--------------

SECTION 2. This ACT shall take effect immediately.

June 13, 2025

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: Kenneth W. Jenkins 
County Executive

RE: Message Requesting Immediate Consideration: **Act – Pay Plan
Amendment - DEF.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 16, 2025 Agenda.

Transmitted herewith for your review and approval is legislation, as referenced above.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 16, 2025 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



Kenneth W. Jenkins
County Executive

June 13, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Honorable Members of the Board:

Forwarded for your consideration is legislation that, if adopted, recommends the reallocation of various position titles relating to the Wastewater Treatment Plant Operators and related supervisory positions in the Department of Environmental Facilities. This is pursuant to a Reclassification Study conducted by the Department of Human Resources and subsequent decision by the CSEA Classification & Compensation Appeals Board.

I respectfully request your approval of the attached legislation to amend the County Pay Plan.

Sincerely,

A handwritten signature in black ink, appearing to read "K. W. Jenkins", written over a horizontal line.

Kenneth W. Jenkins
County Executive

Attachments

TO THE HONORABLE BOARD OF LEGISLATORS, COUNTY OF WESTCHESTER

Your Committee on Budget and Appropriations has reviewed the attached Act incorporating various recommendations submitted by the County Executive requiring amendment to the County Pay Plan.

Your Committee is further informed that the proposed Act does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

We concur with the said recommendations, and, as such, recommend the adoption of the attached Act.

Dated: _____, Committee on Budget and Appropriations
White Plains, New York

Attachment

FISCAL IMPACT STATEMENT

SUBJECT: Wastewater Pay Plan Amendment

☐ 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 \$ 2,523,122

Total Current Year Revenue \$ _____

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses:

Annual Amount \$ See Below

Describe: est FY23 Wages - \$323,425; Pension - \$57,149; FICA/Payroll - \$25,712

est FY24 Wages - \$792,126; Pension - \$124,285; FICA/Payroll - \$63,529

est FY25 Wages - \$907,702; Pension - \$157,668; FICA/Payroll - \$71,527

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: William Olli

Title: Assistant Budget Director

Department: Budget

Reviewed By: 

Budget Director

6/13/25

If you need more space, please attach additional sheets.

ACT _____ - 2025

AN ACT amending Act No. 26-1952 as amended, which amended Act No. 40-1941, entitled "An Act establishing personnel rules in Westchester County service and adopting classification of positions and schedules of pay."

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

Section 1. SCHEDULE "A" Allocation of Titles of Positions to Job Groups, appended to Act No. 26-1952, as heretofore amended, is hereby further amended by **deleting** the following titles from the Job Groups indicated:

JOB GROUP I	NONE
JOB GROUP II	NONE
JOB GROUP III	NONE
JOB GROUP IV	NONE
JOB GROUP V	NONE
JOB GROUP VI	NONE
JOB GROUP VII	NONE
JOB GROUP VIII	Wastewater Treatment Plant Operator (Schedule B-1)
JOB GROUP IX	NONE
JOB GROUP X	Supervising Plant Operator (Wastewater) (Schedule B-1) Process Control Technician (Schedule B-1)
JOB GROUP XI	NONE
JOB GROUP XII	NONE
JOB GROUP XIII	NONE
JOB GROUP XIV	NONE
JOB GROUP XV	NONE

JOB GROUP XVI	NONE
JOB GROUP XVII	NONE
JOB GROUP XVIII	NONE
JOB GROUP XIX	NONE
JOB GROUP XX	NONE

Section 2. SCHEDULE "A" Allocation of Titles of Positions to Job Groups, appended to ACT No. 26-1952, as heretofore amended, is hereby further amended by **adding** the following titles to the Job Groups indicated:

JOB GROUP I	NONE
JOB GROUP II	NONE
JOB GROUP III	NONE
JOB GROUP IV	NONE
JOB GROUP V	NONE
JOB GROUP VI	NONE
JOB GROUP VII	NONE
JOB GROUP VIII	NONE
JOB GROUP IX	NONE
JOB GROUP X	Wastewater Treatment Plant Operator (Schedule B-1)
JOB GROUP XI	Process Control Technician (Schedule B-1) Supervising Plant Operator-Wastewater (Schedule B-1)
JOB GROUP XII	NONE
JOB GROUP XIII	NONE
JOB GROUP XIV	NONE
JOB GROUP XV	NONE

JOB GROUP XVI NONE

JOB GROUP XVII NONE

JOB GROUP XVIII NONE

JOB GROUP XIX NONE

JOB GROUP XX NONE

Section 3. To implement the revisions and amendments to the pay plan incorporated in this Act, transfers of appropriations between general classifications of expenditures within the same department are hereby authorized upon the recommendation of the Budget Director and the authorization of the County Executive, and transfers of appropriations between departments are hereby authorized upon the recommendation of the County Executive.

Section 4. Notwithstanding Section 5, employees are only entitled to retroactive pay upon passage of this Act if they are employed by the County as of the date this Act is adopted.

Section 5. This Act shall take effect retroactive to July 26, 2023.



Kenneth W. Jenkins
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

June 10, 2024

Westchester County Board of Legislators
County of Westchester
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Re: Request for authorization to settle the lawsuit of *Save the Sound, et al. v. Westchester County, New York, et al.*, pending in the United States District Court for the Southern District of New York, Case No. 15-cv-06323

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if enacted by your Board, would authorize the settlement of the litigation between the Save the Sound and Atlantic Clam Farms of Connecticut ("Plaintiffs") and the County, as set forth below.

As you know, the County owns and operates various sewer districts, including four along the Long Island Sound—Blind Brook, Mamaroneck, Port Chester, and New Rochelle ("the Four Districts"). All county sewer districts are subject to permits issued by NYSDEC ("SPDES Permits"). For the Four Districts, as part of a consent order with NYSDEC relating to nitrogen removal in the Long Island Sound, the County conducted a flow monitoring study from 2009 to 2011, in order to determine which municipalities were exceeding the flow limits of the County Sewer Act, which imposes a daily limit on municipal discharges to 150 gallons of wastewater per capita ("the Flow Limit"). Every municipality in the Four Districts exceeded these flow limits for some period of time. Separately, the County was also subject to a consent order with NYSDEC to end the use of two Overflow Retention Facilities ("ORFs") that served the New Rochelle Sewer District ("NRSD").

Plaintiffs commenced this lawsuit back in 2015, alleging violations of, *inter alia*, the U.S. Clean Water Act—primarily focused on the County's purported violations of these two consent orders. The main thrust of Plaintiffs' argument was that the County was required to enforce the County Sewer Act, and particularly the Flow Limit, and failed to do so. The lawsuit was amended to name all of the individual municipalities in the Four Districts as well.

Before any party answered or otherwise responded to the complaint, the matter was stayed for settlement discussions. Over the last decade, each of the municipalities settled with Plaintiffs.¹ Some settlements have completed, some have been amended, and others remain open. In all but one of the settlements,² the municipality has been required to perform investigations and repairs to its sewer systems. Municipalities have also agreed to pay attorneys' fees and fund environmental benefit projects as part of settlements.

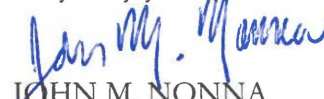
Plaintiffs and the County have also engaged in extensive settlement negotiations and reached a proposed resolution, which is primarily focused on the following:

- An agreement to take "reasonable measures" to enforce the County Sewer Act within the Four Districts;
- Conducting a round of flow monitoring no early than 2037,³ to determine compliance with the Flow Limit within the Four Districts;
- Payment of \$425,000 in already incurred attorneys' fees and costs, plus another \$25,000 to cover any future monitoring fees and costs; and
- Spending \$475,000 on future environmental benefit projects.

This would be in the form of a stipulation of settlement (as opposed to a judicially ordered consent decree), and is contingent on: (1) this Honorable Board's approval; (2) no objection from the United States Department of Justice (as required by the Clean Water Act); and (3) the District Court agreeing to retain jurisdiction over any future dispute that may arise under the settlement.

I believe the proposed settlement is fair and reasonable, and I therefore recommend adoption of the enclosed Act.

Very truly yours,



JOHN M. NONNA
Westchester County Attorney

JMN/jra

¹ The four municipalities located in the NRSD eventually proceeded to litigation, before ultimately reaching a settlement. None of the other municipalities litigated against Plaintiffs.

² The NRSD municipalities, who were all performing remediation work as part of an IMA with the County, did not agree to complete any work as part of their settlement with Plaintiffs.

³ This date is subject to further delay if municipalities are delayed in completing repairs.

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the settlement of the litigation between the Save the Sound and Atlantic Clam Farms of Connecticut (“Plaintiffs”) and the County, as set forth below, as set forth below.

Your Committee notes that the County owns and operates various sewer districts, including four along the Long Island Sound—Blind Brook, Mamaroneck, Port Chester, and New Rochelle (“the Four Districts”). All county sewer districts are subject to permits issued by NYSDEC (“SPDES Permits”). For the Four Districts, as part of a consent order with NYSDEC relating to nitrogen removal in the Long Island Sound, the County conducted a flow monitoring study from 2009 to 2011, in order to determine which municipalities were exceeding the flow limits of the County Sewer Act, which imposes a daily limit on municipal discharges to 150 gallons of wastewater per capita (“the Flow Limit”). Every municipality in the Four Districts exceeded these flow limits for some period of time. Separately, the County was also subject to a consent order with NYSDEC to end the use of two Overflow Retention Facilities (“ORFs”) that served the New Rochelle Sewer District (“NRSD”).

Your Committee is informed that Plaintiffs commenced this lawsuit back in 2015, alleging violations of, *inter alia*, the U.S. Clean Water Act—primarily focused on the County’s purported violations of these two consent orders. The main thrust of Plaintiffs’ argument was that the County was required to enforce the County Sewer Act, and particularly the Flow Limit, and failed to do so. The lawsuit was amended to name all of the individual municipalities in the Four Districts as well.

Your Committee is further informed that, before any party answered or otherwise responded to the complaint, the matter was stayed for settlement discussions. Over the last decade, each of the municipalities settled with Plaintiffs.⁴ Some settlements have completed, some have been amended, and others remain open. In all but one of the settlements,⁵ the municipality has been required to perform investigations and repairs to its sewer systems. Municipalities have also agreed to pay attorneys' fees and fund environmental benefit projects as part of settlements.

The County Attorney has informed your Committee that Plaintiffs and the County have also engaged in extensive settlement negotiations and reached a proposed resolution, which is primarily focused on the following:

- An agreement to take “reasonable measures” to enforce the County Sewer Act within the Four Districts;
- Conducting a round of flow monitoring no early than 2037,⁶ to determine compliance with the Flow Limit within the Four Districts;
- Payment of \$425,000 in already incurred attorneys' fees and costs, plus another \$25,000 to cover any future monitoring fees and costs; and
- Spending \$475,000 on future environmental benefit projects.

⁴ The four municipalities located in the NRSD eventually proceeded to litigation, before ultimately reaching a settlement. None of the other municipalities litigated against Plaintiffs.

⁵ The NRSD municipalities, who were all performing remediation work as part of an IMA with the County, did not agree to complete any work as part of their settlement with Plaintiffs.

⁶ This date is subject to further delay if municipalities are delayed in completing repairs.

The County Attorney has recommended approval of the settlement. Your Committee concurs with this recommendation and recommends that this Honorable Board adopt the proposed Act.

COMMITTEE ON

AN ACT authorizing the County Attorney to settle the lawsuit of *Save the Sound, et al. v. Westchester County, New York, et al.*, pending in the United States District Court for the Southern District of New York, Case No. 15-cv-06323

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

Section 1. The County Attorney is hereby authorized to settle the proceeding entitled *Save the Sound v. Westchester County, New York, et al.*, pending in the United States District Court for the Southern District of New York, Docket No. 15-cv-06323, in accordance with the proposed settlement terms presented by the County Attorney, including:

- A) The County will conduct a round of flow monitoring, for a minimum of twelve weeks, in or around 2037, to determine the flows entering the County trunk sewers from those municipalities in the Blind Brook, Mamaroneck, Port Chester, and New Rochelle Sewer Districts;
- B) Payment of \$425,000 in already incurred attorneys' fees and costs, plus another \$25,000 to cover any future monitoring fees and costs; and
- C) Spending \$475,000 on future environmental benefit projects.

Section 2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purposes hereof.

Section 3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Save the Sound Settlement

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 450,000

Total Current Year Revenue _____

Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (Revenue)

Identify Accounts: 223-60-0310-4990; 227-60-0710-4990; 228-60-0810-4990; 237-601710-4990

Potential Related Operating Budget Expenses: Annual Amount \$ 450,000

Describe: Save the Sound lawsuit settlement which will be broken down to:

Fund 223 Blind Brook - \$104,611.57; Fund 227 Mamaroneck - \$206,955.31

Fund 228 New Rochelle - \$111,766.27; Fund 237 Port Chester - \$26,666.85

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

Next Four Years: The county will have 2 years to apportion \$475,000 on approved storm-water projects
which may result in future debt service TBD. In addition, there will be a flow monitoring starting
2037, the cost is TBD.

Prepared by: William Olli

Title: Assistant Budget Director

Department: Budget

Date: June 9, 2025

Reviewed By: 

Budget Director

Date: 6/9/25



Kenneth W. Jenkins
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

June 12, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Re: *Colamonico, et al. v. Frascone, et al.*
Supreme Court, Westchester County Index No.: 71494/2024

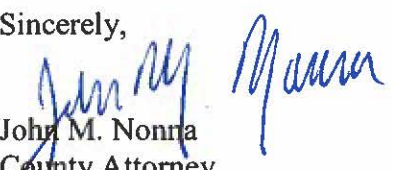
Dear Honorable Members of the Board:

With respect to the above-referenced matter, which was returnable in the Westchester County Supreme Court on October 7, 2024, communications were received from Commissioner Douglas A. Colety and Commissioner Tajian M. Nelson together with a copy of the Order to Show Cause and Petition. Prior to an initial appearance before Judge Janet C. Malone in Supreme Court, Westchester County on October 7, 2024, the Commissioners advised that they were not in agreement regarding a position to take in the case and requested separate counsel to represent each of them in this matter.

Based upon my review of the facts and circumstances of this case, and after this office having consulted with the Commissioners, I determined pursuant to the Laws of Westchester County § 297.31(2)(b)(i), that representation by the County Attorney would not be appropriate due to a conflict of positions taken by the Commissioner of the Board of Elections and certified that Commissioner Douglas A. Colety and Commissioner Tajian M. Nelson were each entitled to representation by separate private counsel in accordance with the provisions of said section 297.31(2)(b).

I am in receipt of the legal bills for services rendered in the above-referenced matter to Commissioner Douglas A. Colety and Commissioner Tajian M. Nelson and attach them here for your review and consideration. Accordingly, I respectfully request that this Honorable Board adopt the attached Act.

Sincerely,


John M. Nonna
County Attorney

Enclosure

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914) 995-2600

Website: westchestercountyny.gov

HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed the proposed Act which, if adopted, would authorize the designation and retention of separate private counsel to represent Republican Election Commissioner Douglas A. Colety and Democratic Election Commissioner Tajian M. Nelson, respectively, and to take such other legal action as may be deemed necessary with respect to the lawsuit entitled *Colamonico, et al. v. Frascone, et al.*, under Index No: 71494/2024.

Your Committee noted that the County Attorney determined, based upon a review of the facts and circumstances of this matter, that representation by the County Attorney's Office would not be appropriate due to a conflict of positions taken by the Commissioner of the Board of Elections. The County Attorney has certified to the County Board that therefore each Commissioner is entitled to separate private counsel in accordance with the Laws of Westchester County § 297.31(2)(b).

In light of the aforementioned, your Committee believes it is necessary and appropriate for the County Board of Legislators to authorize the retention of Timothy Hill, Esq. of Perillo Hill LLP to represent Commissioner Douglas A. Colety in the aforesaid proceeding at a cost not to exceed \$6,281.50 for legal services rendered and expenses; and the retention of Abrams Fensterman LLP to represent Commissioner Tajian M. Nelson in the aforesaid proceeding at a cost not to exceed \$5,760.00 for legal services rendered and expenses. The proposed Act shall authorize the actions of outside counsel in defending the action.

Your Committee recommends approval of the attached Act. An affirmative vote of a majority of the Board is required to pass this Act.

Dated: _____, 2025

White Plains, New York

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Colamonico, et al ☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 12,042

Total Current Year Revenue \$ -

Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101 14 1000 1000 4380 AMDS

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Colamonico, et al. v. Frascione, et al.

\$6,281.50 legal services (Perillo Hill) to represent Comm Colety

\$5,760.00 legal services (Abrams Fensterman LLP) to represent Comm Nelson

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

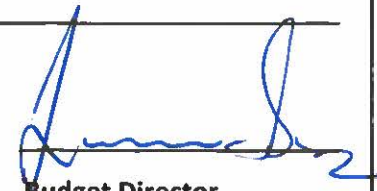
Next Four Years: N/A

Prepared by: Francesca Mountain

Title: Associate County Attorney

Department: Law

Date: June 10, 2025

Reviewed By: 
Budget Director

Date: 6/11/25

AN ACT authorizing the designation and retention of private counsel pursuant to the Laws of Westchester County §297.31(2)(b) relating to the lawsuit entitled *Colamonico, et al. v. Frascone, et al.*, Supreme Court, Westchester County Index No: 71494/2024.

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

§ 1. Based upon the determination of the Westchester County Attorney pursuant to the Laws of Westchester County § 297.31(2)(b)(i) that representation by the County Attorney would not be appropriate due to a conflict of positions taken by the Commissioners of the Board of Elections in the lawsuit entitled *Colamonico, et al. v. Frascone, et al.*, Supreme Court, Westchester County Index No: 71494/2024, and certification that therefore Tajian M. Nelson and Douglas A. Colety are entitled to representation by separate private counsel in accordance with the provisions of the Laws of Westchester County §297.31(2)(b), the County Board of Legislators hereby authorizes the retention of Timothy Hill, Esq. of Perillo Hill LLP to represent Commissioner Douglas A. Colety in the aforesaid proceeding at a cost not to exceed \$6,281.50 for legal services rendered and expenses; and the retention of Abrams Fensterman LLP to represent Commissioner Tajian M. Nelson in the aforesaid proceeding at a cost not to exceed \$5,760.00 for legal services rendered and expenses. Said attorneys actions in defending this matter are hereby authorized. The Commissioner of Finance is directed to pay an amount not to exceed the aforesaid amounts for said legal services.

§ 2. The County Attorney or his designee be and hereby is authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary and desirable to accomplish the purposes hereof.

§ 3. This Act shall take effect immediately.