

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 12, 2023

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.

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

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

1. [2023-227](#) **ACT - Lawsuit Settlement of Bonds v. Westchester County**

AN ACT authorizing the County of Westchester to settle the lawsuit of Etonya Bonds v. Westchester County in the amount of ONE HUNDRED THOUSAND (\$100,000) DOLLARS, inclusive of attorney's fees.

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

Joint with LMC.

Guest: Law Department

Senior Assistant County Attorney Loren Zeitler

2. [2023-228](#) **ACT - Compromise of Claim - "M.B."**

AN ACT authorizing the County of Westchester to compromise its right to be reimbursed for health care and wage benefits paid to or on behalf of a County employee from a settlement of his legal action against a third-party tortfeasor.

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

Joint with LMC.

Guest: Law Department

Associate County Attorney Sean Carey

3. [2023-243](#) **ACT - Settlement of Workers' Comp. Benefits - "A.P."**

AN ACT authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments.

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

Joint with LMC.

Guest: Law Department

Associate County Attorney Sean Carey

4. [2023-229](#) **ACT - Agreement Amendment with Stephen Einstein & Assoc., P.C. re Legal Collection Services**

AN ACT authorizing the County of Westchester to amend an agreement with the law firm of Stephen Einstein & Associates, P.C. to provide legal collection services to the County of Westchester in an "of Counsel" capacity to the County Attorney in connection with the recovery of delinquent student accounts at Westchester Community College for the term June 1, 2013 through May 31, 2021, in order to extend the term from June 1, 2021 through May 31, 2023 and to change the name of the firm to Tromberg, Morris & Poulin, PLLC, effective as of June 1, 2021.

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

Joint with LMC.

Guest: Law Department

Senior Assistant County Attorney Daniela Infield

5. [2023-244](#) **ACT - Amendment Agreement with the Wicks Group re: County Airport**

AN ACT authorizing the County to further amend an outside counsel agreement with the Wicks Group, PLLC for the provision of various legal services related to the Westchester County Airport, by extending the term of the agreement from July 1, 2023 until the litigation involving several charter operators has been resolved, or until the County determines, in its sole discretion, to terminate the Agreement, and by increasing the not-to-exceed cap by an additional FIFTY THOUSAND (\$50,000) DOLLARS.

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

Joint with LMC.

Guest: Law Department

County Attorney John Nonna

6. [2023-226](#) **IMA-Source Code Sharing-Nassau County**

AN ACT to authorize the County of Westchester to enter into an inter-municipal agreement with the County of Nassau pursuant to which the County of Nassau will share the source code for its Financial Disclosure System.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

B&A Only.

Guests:

Assistant Commissioner Margaret Vlymen-HR

Deputy CIO Aji Palappillil-DoIT

7. [2023-247](#) **IMA(Amend)-Sixth Grade Leadership Academy-Yonkers**

AN ACT authorizing the County of Westchester to amend ACT 2023-42 to change the expiration date of an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program from June 30, 2023 to December 31, 2023.

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

Joint with SY.

Guests: Youth Bureau

Director Dr. DaMia Harris-Madden

Financial Administrator Bernie Dean

II. OTHER BUSINESS

III. RECEIVE & FILE

1. [2023-225](#) **COMM-Gift Acceptance-Mitrione & Sons Machine, Inc.**

Forwarded by the County Executive, a copy of his written consent to accept a gift of the Anchor Statue from Mitrione & Sons Machine, Inc. The value of the gift is at least FIFTEEN THOUSAND (\$15,000) DOLLARS and will be installed at Glen Island Park in New Rochelle in honor of parents and loved ones who have lost children.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

ADJOURNMENT



George Latimer
County Executive

Office of the County Attorney

May 16, 2023

John M. Nonna
County Attorney

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 Etonya Bonds v. Westchester County, 19-cv-1712 (S.D.N.Y.) in the amount of \$100,000.00 inclusive of attorney's fees.

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 lawsuit of Etonya Bonds v. Westchester County, 19-cv-1712 (S.D.N.Y.) in the amount of \$100,000.00, inclusive of attorney's fees.

This matter is pending in the United States District Court for the Southern District of New York. The matter tentatively settled after four years of litigation, pending this Board's approval of a settlement in the amount of \$100,000.00, inclusive of attorney's fees.

Frederick K. Brewington, Esq. of The Law Offices of Frederick K. Brewington, 556 Peninsula Blvd., Hempstead, New York, is representing the Plaintiff.

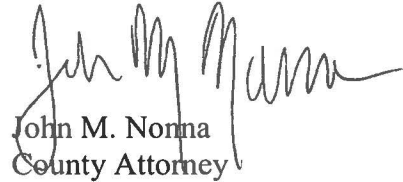
Plaintiff, who is a Sergeant at the Westchester County Department of Correction ("DOC") and has been employed by the DOC as an officer for more than twenty years, brought a federal action under the ADA against Westchester County and several employees of the DOC. She alleged that she is hearing-impaired and was discriminated against by the DOC as a result of her disability.

In her lawsuit, Plaintiff claimed that she requested accommodations for her disability that were not granted; that she was subjected to excessive counselings and greater scrutiny of her work than other officers; and that she was retaliated against for requesting an accommodation and for filing a Complaint with the EEOC.

After the close of discovery, the parties participated in settlement conferences before the magistrate judge assigned to the case. After two lengthy settlement conferences, the parties agreed to settle the matter for \$100,000, inclusive of attorneys' fees (subject to the Board's approval). In light of the claims alleged and the issues of fact that may preclude summary judgment, we recommend settling this action for \$100,000.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings and potential appeal and, in the event the Plaintiff is successful following a jury trial, the payment of Plaintiff's counsel fees. The accompanying Act will authorize settlement of the lawsuit entitled Etonya Bonds v. Westchester County, 19-cv-1712 (S.D.N.Y.) in the amount of \$100,000.00, inclusive of attorney's fees.

Very truly yours,



John M. Nonna
County Attorney

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 lawsuit of Etonya Bonds v. Westchester County, 19-cv-1712 (S.D.N.Y.), in the amount of \$100,000.00.

This matter is pending in the United States District Court for the Southern District of New York. The matter tentatively settled pending this Board's approval of a settlement in the amount of \$100,000.00, inclusive of attorney's fees, at the second settlement conference. Frederick K. Brewington, Esq. of The Law Offices of Frederick K. Brewington, 556 Peninsula Blvd., Hempstead, NY is representing Plaintiff.

Plaintiff, who is a Sergeant at the Westchester County Department of Correction ("DOC") and has been employed by the DOC as an officer for more than twenty years, brought a federal action under the ADA against Westchester County and several employees of the DOC. She alleged that she is hearing-impaired and was discriminated against by the DOC as a result of her disability.

In her lawsuit, Plaintiff claimed that: (1) she requested accommodations for her disability that were not granted; (2) she was discriminated against as a result of her disability; and (3) she was retaliated against for requesting an accommodation and for filing a Complaint with the EEOC.

ACT NO. 2023

AN ACT authorizing the County of Westchester to settle the lawsuit of Etonya Bonds v. Westchester County, 19-cv-1712 (S.D.N.Y.), in the amount of \$100,000.00, inclusive of attorney's fees

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

1. The County Attorney is authorized to settle the lawsuit of Etonya Bonds v. Westchester County, 19 cv 1712 (S.D.N.Y.), in the amount of \$100,000.00, inclusive of attorney's fees.
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 purpose hereof.
3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Bonds, Etonya 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 \$ 100,000

Total Current Year Revenue \$ -

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

Additional Appropriations Other (explain)

Identify Accounts: 6N Fund: 615 59 0697/4150 4280/04

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Settlement of General Liability Claim (Etonya Bonds G170240)

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: Loren Zeitler

Title: Senior Assistant County Attorney

Department: Law

Date: May 18, 2023

Reviewed By: 

Budget Director

Date: 5/19/23

George Latimer
County Executive

Department of Law

John M. Nonna
County Attorney

May 11, 2023

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

Re: Legislation authorizing the County to compromise its claim to be reimbursed for health care expenditures and wage benefits paid to or on behalf of a County employee from a settlement of his legal action against a third-party tortfeasor.

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if approved, would authorize the County of Westchester (the "County") to compromise its claim to be reimbursed for health care expenditures and wage benefits paid to or on behalf of a County employee, identified as "M.B.," from the settlement of his legal action against a third-party tortfeasor. Consistent with prior practice in similar cases, I have deleted the name of the employee to protect the individual's privacy. The name, of course, will be disclosed to the Board of Legislators if that is desired.

When an individual is injured in the course of his or her employment, the County's self-insured Workers' Compensation program, administered by Triad Group, LLC, provides medical and lost wage benefits in accordance with NYS Workers' Compensation Law. If the individual is injured as a result of some alleged tortious act or omission of a third party, the County pays for the immediate health care for the insured, subject to the right to be reimbursed if the insured recovers in a settlement with or legal action against a third party. The employee is entitled to compensation and medical benefits under the NYS Workers' Compensation Law. Section 29 of the NYS Workers' Compensation Law entitles the County to a lien against the proceeds of any recovery from the third party liable for the injury, after the deduction of the reasonable and necessary expenditures—including attorney's fees incurred in effecting such recovery—to the extent of the amount of compensation and medical benefits awarded or provided under NYS Workers' Compensation Law.

Accordingly, I seek authorization to compromise the following claim:

On October 18, 2021, M.B.—a Captain in the Westchester County Department of Public Safety ("DPS")—was traveling south on the Taconic State Parkway in the vicinity of State Route 301 when a construction vehicle veered into his lane. M.B. jammed on his breaks and was rear-ended by the driver behind him. As a result of the collision, M.B. sustained injuries to his right knee, back, neck, and head.

Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Telephone: 914-995-3630

Fax: 914-995-3132*

*Please be advised that service by facsimile
is not accepted.



M.B. filed a claim for his injury with the NYS Workers' Compensation Board, which was uncontroverted. On a parallel track to his Workers' Compensation claim, M.B. retained Gary Cusano, Esq. of CUSANO SMITH PLLC, 483 Cherry Street, Bedford Hills, NY 10507.

On or about June 20, 2022, M.B. agreed in principle to settle his personal injury claim pre-suit for the driver's full policy amount: twenty-five thousand and 00/100 dollars (\$25,000.00). In connection with the proposed settlement, M.B.'s counsel notified this Office that his costs, disbursements, and legal fee total eight thousand three hundred thirty-three and 33/100 dollars (\$8,333.33).

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers' Compensation Law ("WCL") to or on M.B.'s behalf in the amount of seventy-four thousand six hundred twenty-six and 11/100 dollars (\$74,626.11), paid indemnity (lost wage) benefits in the amount of sixty-one thousand nine hundred fifty-eight and 89/100 dollars (\$61,958.89)—bringing the County's total expenditures in this matter to one hundred thirty-six thousand five hundred eighty-five and 00/100 dollars (\$136,585.00). However, because M.B. was injured in an automobile accident, the County's lien must be reduced by fifty thousand and 00/100 dollars (\$50,000.00) in lieu of first party no-fault benefits. Accordingly, the County's net lien for compensation and medical benefits to or on behalf of M.B. in this matter is eighty-six thousand five hundred eighty-five and 00/100 dollars (\$86,585.00).

Because M.B. has settled his third-party claim for less than the County's lien, this is a "deficiency matter" (*see, e.g., Lodestro v Upstate Milk Coops., Inc.*, 37 AD3d 1075, 1076 [4th Dept 2007]; *Burkhardt v Amtrust N. Am., Inc.*, 2016 NY Slip Op 31764[U], at *5 [Sup Ct, Queens County 2016]). In a deficiency matter, "the carrier assumes the entire cost of obtaining the recover and is entitled to recover the net remaining amount after taking such deduction" (*Burkhardt*, 2016 NY Slip Op 31764[U], at *5). The amount to which the carrier is entitled can and sometimes will subsume the remaining proceeds (*see, e.g., Lodestro*, 37 AD3d at 1076; *Burkhardt*, 2016 NY Slip Op 31764[U], at *5).

Based upon a review of the facts and circumstances of this matter, this Office seeks the authority to assume the entire cost of litigation in this matter and recover the remainder of the proceeds. If such authority is granted, the County will accept in satisfaction of its present lien a total of sixteen thousand six hundred sixty-six and 67/100 dollars (\$16,666.67).

[Remainder of Page Intentionally Left Blank]

For the convenience of the reader, a chart of the aforementioned figures appears below:

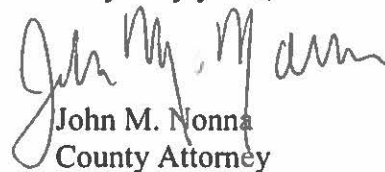
Worker's Comp Award	
Medical Expenses	\$ 74,626.11
Indemnity (Lost Wage) Payments	\$ 61,958.89
Worker's Comp, SUB-TOTAL	\$ 136,585.00
MVA ("Basic Economic Loss") Reduction	(\$ 50,000.00)
Worker's Comp, TOTAL	\$ 86,585.00

Litigation Amounts	
Third-Party Settlement (Gross Amt)	\$ 25,000.00
Disbursements	\$ -
Attorney's Fees	\$ 8,333.33
Cost of Litigation (COL)	\$ 8,333.33
Net Proceeds of Third-Party Settlement	\$ 16,666.67
Percentage COL	N/A (Deficiency Case)

Settlement Details	
Carrier's COL	\$ 8,333.33
Carrier's Net Lien	\$ 16,666.67
Claimant's Net Recovery	\$ -

I respectfully request authority from this Board pursuant to Section 158.11 of the Westchester County Charter to compromise the County's right to be reimbursed for health care and wage benefits paid to or on behalf of M.B. from his recovery against a third-party tortfeasor. I therefore recommend passage of the accompanying Act.

Very truly yours,


John M. Nonna
County Attorney

JMN/stc

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the County of Westchester (the “County”) to compromise its claim to be reimbursed for healthcare and wage benefits paid to or on behalf of a County employee, identified as “M.B.” Consistent with prior practice in similar cases, the County Attorney has deleted the name of the employee to protect the individual’s privacy. The name, of course, will be disclosed to the Board of Legislators if that is desired.

On October 18, 2021, M.B.—a Captain in the Westchester County Department of Public Safety (“DPS”)—was traveling south on the Taconic State Parkway in the vicinity of State Route 301 when a construction vehicle veered into his lane. M.B. jammed on his breaks and was rear-ended by the driver behind him. As a result of the collision, M.B. sustained injuries to his right knee, back, neck, and head.

M.B. filed a claim for his injury with the NYS Workers’ Compensation Board, which was uncontroverted. On a parallel track to his Workers’ Compensation claim, M.B. retained Gary Cusano, Esq. of CUSANO SMITH PLLC, 483 Cherry Street, Bedford Hills, NY 10507.

On or about June 20, 2022, M.B. agreed in principle to settle his personal injury claim pre-suit for the driver’s full policy amount: twenty-five thousand and 00/100 dollars (\$25,000.00). In connection with the proposed settlement, M.B.’s counsel notified this Office that his costs, disbursements, and legal fee total eight thousand three hundred thirty-three and 33/100 dollars (\$8,333.33).

Between the date of the accident and the date of the proposed settlement, the County expended medical benefits pursuant to the NYS Workers’ Compensation Law (“WCL”) to or on M.B.’s behalf in the amount of seventy-four thousand six hundred twenty-six and 11/100 dollars

(\$74,626.11), paid indemnity (lost wage) benefits in the amount of sixty-one thousand nine hundred fifty-eight and 89/100 dollars (\$61,958.89)—bringing the County’s total expenditures in this matter to one hundred thirty-six thousand five hundred eighty-five and 00/100 dollars (\$136,585.00). However, because M.B. was injured in an automobile accident, the County’s lien must be reduced by fifty thousand and 00/100 dollars (\$50,000.00) in lieu of first party no-fault benefits. Accordingly, the County’s net lien for compensation and medical benefits to or on behalf of M.B. in this matter is eighty-six thousand five hundred eighty-five and 00/100 dollars (\$86,585.00).

Because M.B. has settled his third-party claim for less than the County’s lien, this is a “deficiency matter” (*see, e.g., Lodestro v Upstate Milk Coops., Inc.*, 37 AD3d 1075, 1076 [4th Dept 2007]; *Burkhardt v Amtrust N. Am., Inc.*, 2016 NY Slip Op 31764[U], at *5 [Sup Ct, Queens County 2016]). In a deficiency matter, “the carrier assumes the entire cost of obtaining the recover and is entitled to recover the net remaining amount after taking such deduction” (*Burkhardt*, 2016 NY Slip Op 31764[U], at *5). The amount to which the carrier is entitled can and sometimes will subsume the remaining proceeds (*see, e.g., Lodestro*, 37 AD3d at 1076; *Burkhardt*, 2016 NY Slip Op 31764[U], at *5).

Based upon a review of the facts and circumstances of this matter, this Office seeks the authority to assume the entire cost of litigation in this matter and recover the remainder of the proceeds. If such authority is granted, the County will accept in satisfaction of its present lien a total of sixteen thousand six hundred sixty-six and 67/100 dollars (\$16,666.67).

[Remainder of Page Intentionally Left Blank]

Your Committee has carefully considered the matter and recommends authorizing the County Attorney, pursuant to Section 158.11 of the Westchester County Charter, to compromise the County's right to be reimbursed for health care and wage benefits paid to or on behalf of M.B. from the settlement of his legal action against a third-party tortfeasor. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York
May ____, 2023

ACT NO. 2023

AN ACT authorizing the County of Westchester to compromise its right to be reimbursed for health care and wage benefits paid to or on behalf of a County employee from a settlement of his legal action against a third-party tortfeasor.

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

1. The County of Westchester is hereby authorized to compromise its right to be reimbursed for health care and wage benefits paid or owing to or on behalf of a County employee, identified as "M.B.", from a settlement of his legal action against a third party. The County's reimbursement is \$16,666.67, representing all of the settlement proceeds less the cost of litigation.
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 purpose hereof.
3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp lien (M.B.)

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 16,666.67

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 613-57-0021-4280

Potential Related Operating Budget Expenses:

Annual Amount \$ _____

Describe: _____

Potential Related Revenues:

Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: Sean T. Carey

Title: Sr. Assistant County Attorney

Department: Law

Reviewed By: *[Signature]*

Budget Department

5/16/23

If you need more space, please attach additional sheets.

George Latimer
County Executive

Department of Law

John M. Nonna
County Attorney

May 23, 2023

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

Re: Legislation authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if approved, would authorize the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester (the "County") to pay Workers' Compensation benefits to a former, part-time County employee, identified herein as "A.P." Consistent with prior practice in similar cases, we have deleted the name of the employee to protect the individual's privacy. The name, of course, will be disclosed to the Board of Legislators upon request.

Pursuant to Section 32 of the New York State Workers' Compensation Law, the County is permitted to reduce the liability for ongoing benefits by paying a lump sum to the employee. When a County employee suffers a work-related injury, he or she qualifies for Workers' Compensation benefits. Once the Workers' Compensation Board issues a permanency finding, the County is obligated to make continuing payments. Pursuant to Section 32 of the New York State Workers' Compensation Law, the County is permitted to reduce its liability for ongoing benefits by paying the employee a reduced lump sum. As a result of this lump sum, future payments are eliminated and the County realizes substantial savings.

In the past, the Department of Finance, in its role as administrator of the County's Workers' Compensation Program, has negotiated, with the cooperation of the County Attorney's Office, lump-sum settlements with the attorneys for injured employees. Such settlements have been and remain subject to final approval in the interest of justice by the New York State Workers' Compensation Board.

This settlement is based upon the following criteria:

1. The anticipated future litigation expenses;
2. The anticipated future loss-of-use award; and
3. The settlement amount proposed by the claimant's attorney.

Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Telephone: 914-995-3630

Fax: 914-995-3132*

*Please be advised that service by facsimile
is not accepted.



This matter involves two separate injuries to a former, part-time employee of the Westchester County Department of Parks, Recreation and Conservation (the “Department”).

A.P.’s first injury occurred on August 24, 2016, at George’s Island in Montrose, N.Y. On that date, A.P.—then a 28-year-old hourly Recreation Attendant who had been working for the Department seasonally for approximately 10 years—was trimming weeds with a motorized weedwacker. The weedwacker’s head became entangled in an old fishnet. In this process of disentangling it, the weedwacker started back up. The cord wrapped around A.P.’s gloved hand and injured her left elbow and wrist.

As a result of the injury, A.P.’s missed two weeks of work. A.P. also filed a workers’ compensation claim regarding the injury. To date, the County has paid on that claim indemnity (lost wage) expenses totaling seven thousand two hundred fifty-three and 17/100 dollars (\$7,253.17), medical expenses totaling one thousand twenty-nine and 89/100 dollars (\$1,029.89), and other expenses totaling six thousand one hundred sixty-one and 00/100 dollars (\$6,161.00). The County’s total expenses on this claim to date are fourteen thousand four hundred forty-four and 06/100 dollars (\$14,444.06).

For the reader’s conveniences, a table setting forth the values is included below:

	Indemnity	Medical	Other	Total
WC #190265	\$7,253.17	\$1,029.89	\$6,161.00	\$14,444.06

A.P.’s second injury occurred on October 21, 2019, at the Kensico Dam Plaza in Valhalla, NY. On that date, A.P.—then a 31-and-a-half-year-old hourly Maintenance Laborer who had been working for the Department seasonally for approximately 13 years—was on a ladder hanging lights in a tree in preparation for the Winter Wonderland. The ladder came out from under her and A.P. fell to the ground, injuring her right shoulder and right arm. After the injury, A.P. never returned to work and she is no longer employed by the County.

A.P. filed a workers’ compensation claim regarding the second injury. As a seasonal employee, the County paid her directly for the time she missed between October 22, 2019, through January 23, 2023—*i.e.*, the point at which the Workers’ Compensation Board (the “WCB”) determined that A.P. had reached her Maximum Medical Improvement (“MMI”). To date, the County has paid on the second claim indemnity (lost wage) expenses totaling forty-four thousand five hundred forty-five and 86/100 dollars (\$44,545.86), medical expenses totaling thirty-four thousand six hundred thirty-five and 57/100 dollars (\$34,635.57), and other expenses totaling twelve thousand five hundred seventy-nine and 00/100 dollars (\$12,579.00). The County’s total expenses on this claim to date are ninety-one thousand seven hundred sixty and 43/100 dollars (\$91,760.43).

For the reader’s conveniences, a table setting forth the values is included below:

	Indemnity	Medical	Other	Total
WC #160204	\$44,545.86	\$34,635.57	\$12,579.00	\$91,760.43

At present, in the second matter, the parties are disputing the degree to which A.P. lost the use of her right arm. A.P.’s expert has already opined that she lost 80%, a figure that would result in an award of ninety-two thousand thirty-five and 01/100 dollars (\$92,035.01). The County’s

expert has determined that the loss of use is 35%, a figure that would result in an award of forty thousand two hundred sixty-five and 32/100 dollars (\$40,265.32). The County's third-party administrator for its Workers' Compensation program, Triad Group, LLC, anticipates that the WCB judge will "split the baby," resulting in a 57.5% loss of use and an award of sixty-six thousand one hundred fifty and 16/100 dollars (\$66,150.16). Also of note: because the parties cannot agree on a percentage loss of use, each party's expert will need to be deposed. The anticipated cost to the County to conduct and defend these depositions is ten thousand and 00/100 dollars (\$10,000.00).

The County is now presented with a proposed settlement of both claims for eleven thousand five hundred and 00/100 dollars (\$11,500.00). This will resolve both claims and relieve the County from any objection to reimburse future treatment on either injury. Additionally, because of both the claimant's age and the amount of the proposed settlement, there is no need to set up a Medicare Set Aside Account ("MSA").

If the County accepts the proposed settlement, the potential savings to the County will total sixty-four thousand six hundred fifty and 16/100 dollars (\$64,650.16).

For the reader's convenience, a chart of the relevant figures appears below:

Indemnity Exposure Calculation	
Anticipated Loss of Use Award	\$ 66,150.16
Anticipated Litigation Expenses (Expert Depositions)	\$ 10,000.00
Exposure Reserve	\$ 76,150.16

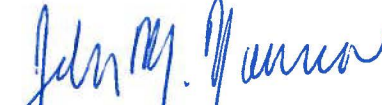
Projected Savings	
Exposure Reserve	\$ 76,150.16
Proposed Settlement	\$ 11,500.00
Projected Savings	\$ 64,650.16

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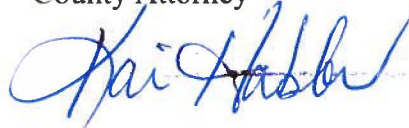
Based upon the foregoing, the County Attorney and the Commissioner of Finance request authority to compromise the liability of the County by contributing eleven thousand five hundred and 00/100 dollars (\$11,500.00) toward a lump-sum settlement in full satisfaction of the County's indemnity and medical obligation in this matter.

We therefore recommend the accompanying Act.

Very truly yours,



John M. Nonna
County Attorney



Karin E. Hablow
Commissioner of Finance

JMN/KEH/stc

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester (the “County”) to pay Workers’ Compensation benefits to a former County employee, identified herein as “A.P.” Consistent with prior practice in similar cases, we have deleted the name of the employee to protect the individual’s privacy. The name, of course, will be disclosed to the Board of Legislators upon request.

Pursuant to Section 32 of the New York State Workers’ Compensation Law, the County is permitted to reduce the liability for ongoing benefits by paying a lump sum to the employee. When a County employee suffers a work-related injury, he or she qualifies for Workers’ Compensation benefits. Once the Workers’ Compensation Board issues a permanency finding, the County is obligated to make continuing payments. Pursuant to Section 32 of the New York State Workers’ Compensation Law, the County is permitted to reduce its liability for ongoing benefits by paying the employee a reduced lump sum. As a result of this lump sum, future payments are eliminated and the County realizes substantial savings.

The Department of Finance, in its role as administrator of the County’s Workers’ Compensation Program, has negotiated, with the cooperation of the County Attorney’s Office, lump-sum settlements with the attorneys for injured employees. Such settlements have been and remain subject to final approval in the interest of justice by the New York State Workers’ Compensation Board.

Employee:	A.P.
Department:	Parks
Dates of Injury:	August 24, 2016 & October 21, 2019
Injuries:	left elbow, wrist & right arm
Lump-Sum Settlement (Medical & Indemnity):	\$ 11,500.00

Your Committee has carefully considered the matter and recommends authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County to pay Workers' Compensation benefits to the above-named former County employee, thereby reducing the liability for ongoing benefits pay paying a lump sum to and/or for the benefit of A.P. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York
June ____, 2023

ACT NO. 2023

AN ACT authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments.

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

1. The County Attorney and the Commissioner of Finance are hereby authorized to compromise the County's right to pay Workers' Compensation benefits to A.P., a former employee, by contributing \$ 11,500.00 towards a lump-sum settlement, thereby reducing the County's liability for ongoing benefits to and/or for the benefit of the employee.

2. The County Attorney or his designee and the Commissioner of Finance or her designee are hereby authorized to execute and deliver all documents and take such actions as the County Attorney and/or the Commissioner of Finance deem necessary or desirable to accomplish the purposes hereof.

3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp Benefits (A.P.)

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 \$ 11500

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 613-57-0019-4280

Potential Related Operating Budget Expenses: Annual Amount \$ _____

Describe: _____

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: Sean T. Carey

Title: Sr. Assistant County Attorney

Department: Law

DO
Reviewed By: Lawrence C. Day

Budget Department

If you need more space, please attach additional sheets.



George Latimer
County Executive

OFFICE OF THE COUNTY ATTORNEY

John M. Nonna
County Attorney

May 16, 2023

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

Dear Honorable Members:

Attached hereto for your consideration is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to amend an agreement dated on or about December 17, 2013 retaining the law firm of Stephen Einstein & Associates, P.C., New York, New York for the provision of legal collection services in an "of counsel" capacity to the County Attorney (the "Agreement") in connection with the recovery of delinquent student accounts at Westchester Community College (the "College"), in order to extend the Agreement for the term June 1, 2021 through August 31, 2023. In addition, authority is requested that the proposed amendment reflect that the name of the firm was changed to Tromberg, Morris & Poulin, PLLC effective as of June 1, 2021.

As your Honorable Board may know, the College has been using outside law firms specializing in collection services since 1991. At that time, the College experienced a significant increase in the number of delinquent student accounts which coincided with a simultaneous increase in the College's enrollment as well as an increase in the number of students with financial aid. The increased volume of delinquent student accounts, coupled with a corresponding backlog of accounts and the urgency of the timeliness of the collection effort for the hundred fifty plus delinquent students each semester, motivated the County Attorney's Office in conjunction with the College to pursue collection efforts through an outside service. It is in the best interests of the College and continues to be fiscally prudent to use an outside firm with sufficient expertise and staffing to expeditiously work through the delinquent accounts. The College continues to require outside counsel services to pursue collections on approximately 300 to 400 delinquent student accounts per year.

The Agreement was for a five-year term with three additional one-year options on the part of the County, as exercised by First, Second and Third Amendment Agreements, for the term June 1, 2013 through May 31, 2021. The extension of the Agreement is being requested in order to

provide time for the College to receive responses to a Request for Proposals (“RFP”) seeking qualified law firms to provide “of counsel” legal services to the County Attorney in connection with the recovery of delinquent student accounts at the College. Due to the pandemic and change-over of staff the College was unable to prepare an RFP prior to the termination of the Agreement on May 31, 2021, but an RFP has recently been issued and responses are due back in early June.

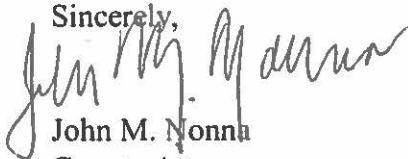
Accordingly, the attached legislation, if approved by your Honorable Board, would authorize the County to amend the Agreement in order to retain Tromberg, Morris & Poulin, PLLC (the “Firm”) to provide legal collection services in an “of counsel” capacity to the County Attorney, in connection with the recovery of delinquent student accounts for College, for the term commencing June 1, 2021 and terminating on August 31, 2023.

For the proposed extended term, the fee schedule will remain as the Agreement provided: the Firm shall retain 21% of all categories of primary collections actually recovered and 22% of secondary collections actually recovered. Such fees shall be inclusive of all out-of-pocket costs and expenses, except for the cost of process servers, the services of the sheriff/marshal and the cost of non-military affidavits. All other terms and conditions of the Agreement shall remain in full force and effect.

The Planning Department has advised that this is not an action subject to review under the State Environmental Quality Review Act, 6 NYCRR 617. Please refer to the memorandum of the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

For the foregoing reasons and at the request of Dr. Miles, I most respectfully request your Honorable Board’s approval of the enclosed Act.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Nonna". The signature is written in a cursive style with a large initial "J".

John M. Nonna
County Attorney

JMN/DI

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Attorney recommending the enactment of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to amend an agreement dated on or about December 17, 2013 retaining the law firm of Stephen Einstein & Associates, P.C., New York, New York for the term June 1, 2013 through May 31, 2021, for the provision of legal collection services in an “of counsel” capacity to the County Attorney (the “Agreement”) in connection with the recovery of delinquent student accounts at Westchester Community College (the “College”), in order to extend the Agreement for the term June 1, 2021 through August 31, 2023. In addition, authority is requested that the proposed amendment reflect that the name of the firm was changed to Tromberg, Morris & Poulin, PLLC effective as of June 1, 2021.

As your Honorable Board may be aware, the College has been using outside law firms specializing in collection services since 1991. At that time, the College experienced a significant increase in the number of delinquent student accounts which coincided with a simultaneous increase in the College's enrollment as well as an increase in the number of students with financial aid. The increased volume of delinquent student accounts, coupled with a corresponding backlog of accounts and the urgency of the timeliness of the collection effort for the hundred fifty plus delinquent students each semester, motivated the County Attorney's Office in conjunction with the College to pursue collection efforts through an outside service. It is in the best interests of the College and continues to be fiscally prudent to use an outside firm with sufficient expertise and staffing to expeditiously work through the delinquent accounts. The College continues to require outside counsel services to pursue collections on approximately 300 to 400 delinquent student accounts per year.

Your Committee is advised that the Agreement was for a five-year term with three additional one-year options on the part of the County, as exercised by First, Second and Third Amendment Agreements, for the term June 1, 2013 through May 31, 2021. The extension of the Agreement is being requested in order to provide time for the College to receive responses to a Request for Proposals (“RFP”) seeking qualified law firms to provide “of counsel” legal services to the County Attorney in connection with the recovery of delinquent student accounts at College. Due to the pandemic and change-over of staff the College was unable to prepare an RFP prior to the termination of the Agreement on May 31, 2021, but an RFP has recently been issued and responses are due back in early June.

Accordingly, the attached legislation, if approved by your Honorable Board, would authorize the County to amend the Agreement in order to retain Tromberg, Morris & Poulin, PLLC (the “Firm”) to provide legal collection services in an “of counsel” capacity to the County Attorney, in connection with the recovery of delinquent student accounts for College, for the term commencing June 1, 2021 and terminating on August 31, 2023.

Your Committee is advised that for the proposed extended term, the fee schedule will remain as the Agreement provided: the Firm shall retain 21% of all categories of primary collections actually recovered and 22% of secondary collections actually recovered. Such fees shall be inclusive of all out-of-pocket costs and expenses, except for the cost of process servers, the services of the sheriff/marshal and the cost of non-military affidavits. All other terms and conditions of the Agreement shall remain in full force and effect.

The Planning Department has advised that this is not an action subject to review under the State Environmental Quality Review Act, 6 NYCRR 617. Please refer to the memorandum of the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

For the foregoing reasons, your Committee respectfully recommends that your Honorable Board adopt the attached Act to authorize the retention of the law firm of Tromberg, Morris & Poulin, PLLC, New York, New York, to provide legal collection services in an “of counsel” capacity to the County Attorney, in connection with the recovery of delinquent student accounts at College.

Dated: _____, 2023
White Plains, New York

COMMITTEE ON

C:di 1/18/22

AN ACT authorizing the County of Westchester to amend an agreement with the law firm of Stephen Einstein & Associates, P.C. to provide legal collection services to the County of Westchester in an “of Counsel” capacity to the County Attorney in connection with the recovery of delinquent student accounts at Westchester Community College for the term June 1, 2013 through May 31, 2021, in order to extend the term from June 1, 2021 through May 31, 2023 and to change the name of the firm to Tromberg, Morris & Poulin, PLLC, effective as of June 1, 2021.

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

Section 1. The County of Westchester is hereby authorized to amend an agreement dated on or about December 17, 2013 retaining the law firm of Stephen Einstein & Associates, P.C., New York, New York, to provide legal collection services to the County of Westchester in an “of counsel” capacity to the County Attorney in connection with the recovery of delinquent student accounts at Westchester Community College for the term June 1, 2013 through May 31, 2021 (the “Agreement”), in order to extend the Agreement for the term June 1, 2021 through August 31, 2023. In addition, authority is requested that the Agreement be further amended to reflect that the name of the firm was changed to Tromberg, Morris & Poulin, PLLC (the “Firm”) effective as of June 1, 2021.

§2. That in consideration for services rendered, the Firm shall receive 21% of all categories of primary collections actually recovered, and 22% of secondary collections actually recovered. Such fees shall be inclusive of all out-of-pocket costs and expenses, except for the cost of process servers, the services of the sheriff/marshal and the cost of non-military affidavits.

§3 That all other terms and conditions of the Agreement shall remain in full force and effect.

§4. The County Executive, or his authorized designee, is hereby authorized to execute all instruments and to take all actions reasonably necessary to Amend the Agreement in order to extend the term through August 31, 2023 and to reflect to name change to Tromberg, Morris & Poulin, PLLC effective as of June 1, 2021.

§5. This Act shall take effect immediately.

RECEIVED
JUN 11 2021
COUNTY CLERK

George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

May 30, 2023

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 legislation which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to further amend an outside counsel agreement (the "Agreement") with the Wicks Group, PLLC (the "Firm") for the provision of legal services relating to the Westchester County Airport (the "Airport"), by extending the term of the Agreement from July 1, 2023 until the litigation involving several charter operators has been concluded, and by increasing the not-to-exceed cap by an additional \$50,000.00.

On February 7, 2022 by Act No. 2022-4, your Honorable Board authorized the County to retain the Firm for the provision of outside counsel services related to the Airport, as needed, concerning matters in which the Firm has specific expertise not otherwise available in-house, including, but not limited to, compliance with federal law and FAA regulations, application and enforcement of the terminal use procedures, the terminal use agreement and airport tenant agreements within the regulatory environment, as well as developments in airport law, for a one (1) year term commencing on January 1, 2022 and continuing through December 31, 2022. In consideration for services rendered, Act No. 2022-4 authorized the County to pay the Firm at the blended hourly rate of \$380.00 for all lawyers, not-to-exceed the aggregate sum of One Hundred Thousand (\$100,000.00) Dollars.

Thereafter, on March 6, 2023 by Act No. 2023-52, your Honorable Board authorized the County to retroactively amend the Agreement with the Firm to extend the term thereof for an additional six (6) months, from January 1, 2023 through June 30, 2023, and to increase the not-to-exceed cap by an additional Fifty-Thousand (\$50,000.00) Dollars, from an amount not-to-exceed One Hundred Thousand (\$100,000.00) Dollars, to an amount not-to-exceed One Hundred Fifty Thousand (\$150,000.00) Dollars.

The Firm is currently assisting my office in connection with the Delux Public Charter, LLC et al and White Plains Aviation Partners LLC cases (the "Cases"). As your Honorable Board may know, these lawsuits stem from a dispute between the County and several federally authorized air carriers that fly customers for compensation or hire under the Federal Aviation Administration's operating rules. The main issue concerns whether these carriers may continue to enplane and deplane their passengers at Fixed Base Operator spaces ("FBOs") at the Airport, or whether they must use the main passenger terminal and ramp facilities, as required by the County's Terminal Use Procedures. The carriers do not believe that the County's Terminal Use Procedures apply to them.

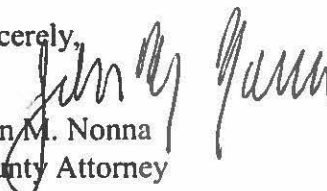
Given the serious consequences of allowing these carriers to flout the County's Terminal Use Procedures, it is essential that my office vigorously defend these lawsuits. In order to do so, my office must continue to avail itself of the special expertise provided by the Firm until these matters have been resolved. Accordingly, the authority of your Honorable Board is respectfully requested to further amend the Agreement with the Firm in order to extend the Firm's contract from July 1, 2023 until a final disposition and/or order of the Cases or until the County determines, in its sole discretion, to terminate the Agreement.

I have been further advised that only \$57,572.50 of the \$150,000.00 currently authorized under the Agreement, remains. In order to be able to compensate the Firm going forward, it will be necessary to further amend the Agreement in order to increase the not-to-exceed amount by an additional \$50,000.00, from and amount not-to-exceed \$150,000.00, to a new total amount not-to-exceed \$200,000.00. Your Committee is advised that for the aforesaid services rendered to the County by the Firm, the Firm will continue to be paid at the blended rate of Three Hundred Eighty (\$380.00) Dollars per hour for all lawyers.

The Planning Department has advised that the proposed outside counsel agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 12, 2023, which is on file with the Clerk of the Board of Legislators.

Accordingly, I respectfully recommend your Honorable Board's approval of the attached Act.

Sincerely,


John M. Nonna
County Attorney

JMN/jpg

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

Your Committee is in receipt of a communication from the County Attorney recommending the enactment of an Act which, if adopted by this Honorable Board, would authorize the County of Westchester (the “County”) to further amend an outside counsel agreement (the “Agreement”) with the Wicks Group, PLLC (the “Firm”) for the provision of various legal services in connection with the Westchester County Airport (the “Airport”), by extending the term of the Agreement from July 1, 2023 until the litigation involving several charter operators has been resolved, and by increasing the not-to-exceed cap by an additional \$50,000.00.

On February 7, 2022 by Act No. 2022-4, your Honorable Board authorized the County to retain the Firm to provide outside counsel services related to the Airport, as needed, concerning matters in which the Firm has specific expertise not otherwise available in-house, including, but not limited to, compliance with federal law and FAA regulations, application and enforcement of the terminal use procedures, the terminal use agreement and airport tenant agreements within the regulatory environment, as well as developments in airport law, for a one (1) year term commencing on January 1, 2022 and continuing through December 31, 2022. In consideration for services rendered, Act No. 2022-4 authorized the County to pay the Firm at the blended hourly rate of \$380.00 for all lawyers, not-to-exceed the aggregate sum of One Hundred Thousand (\$100,000.00) Dollars.

Thereafter, on March 6, 2023 by Act No. 2023-52, your Honorable Board authorized the County to retroactively amend the Agreement with the Firm to extend the term thereof for an additional six (6) months, from January 1, 2023 through June 30, 2023, and to increase the not-to-exceed cap by an additional Fifty-Thousand (\$50,000.00) Dollars, from an amount not-to-exceed One Hundred Thousand (\$100,000.00) Dollars, to an amount not-to-exceed One Hundred Fifty Thousand (\$150,000.00) Dollars.

The County Attorney has advised your Committee that the Firm is currently assisting his office in connection with the Delux Public Charter, LLC et al and White Plains Aviation Partners LLC cases (the “Cases”). Your Committee is advised these lawsuits stem from a dispute between the County and several federally authorized air carriers that fly customers for compensation or hire under the Federal Aviation Administration’s operating rules. The main issue concerns whether these carriers’ may

continue to enplane and deplane their passengers at Fixed Base Operator spaces (“FBOs”) at the Airport, or whether they must use the main passenger terminal and ramp facilities, as required by the County’s Terminal Use Procedures. The carriers do not believe that the County’s Terminal Use Procedures apply to them.

The County Attorney has advised your Committee that given the serious consequences of allowing these carriers to flout the County’s Terminal Use Procedures, it is essential that the County Attorney’s Office vigorously defend these lawsuits. In order to do so, the County Attorney’s office must continue to avail itself of the special expertise provided by the Firm until these matters have been resolved. Accordingly, the authority of your Honorable Board is requested to further amend the Agreement with the Firm to extend the Firm’s contract from July 1, 2023 until a final disposition and/or order of the Cases or until the County determines, in its sole discretion, to terminate the Agreement.

Your Committee is further advised that only \$57,572.50 of the \$150,000.00 currently authorized under the Agreement, remains. In order to be able to compensate the Firm going forward, it will be necessary to further amend the Agreement in order to increase the not-to-exceed amount by an additional \$50,000.00, from and amount not-to-exceed \$150,000.00, to a new total amount not-to-exceed \$200,000.00. Your Committee is advised that for the aforesaid services rendered to the County by the Firm, the Firm will continue to be paid at the blended rate of Three Hundred Eighty (\$380.00) Dollars per hour for all lawyers.

Your Committee is informed that this contract will be funded through the Airport Special Revenue Fund. As such, no tax levy funds will be involved.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Accordingly, your Committee concurs with the County Attorney's recommendation and requests approval of the attached Act.

Dated: _____, 2023
White Plains, New York

c.jpg

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Wicks Group, PLLC 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 \$ 50,000

Total Current Year Revenue _____

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

Additional Appropriations Other (explain)

Identify Accounts: 161- 44- 4110- 4420

Potential Related Operating Budget Expenses: Annual Amount \$50,000

Describe: An ACT authorizing the County to amend an outside counsel agreement for the provision of various legal services related to the Airport, extending the term through July 1, 2023 until the litigation is resolved or the County terminates, & increasing the NTE amount by \$50,000.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: n/a

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

Current Year: n/a

Next Four Years: n/a

Prepared by: Debra Ogden

Title: Sr. Budget Analyst

Department: Budget

Date: June 1, 2023

DO
Reviewed By: 

Budget Director

Date: 6/1/23

ACT NO. 2023 - _____

AN ACT authorizing the County to further amend an outside counsel agreement with the Wicks Group, PLLC for the provision of various legal services related to the Westchester County Airport, by extending the term of the agreement from July 1, 2023 until the litigation involving several charter operators has been resolved, or until the County determines, in its sole discretion, to terminate the Agreement, and by increasing the not-to-exceed cap by an additional \$50,000.00.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to further amend an outside counsel agreement (the “Agreement”) with the Wicks Group, PLLC (the “Firm”) pursuant to which the Firm agreed to provide various legal services relating to the Westchester County Airport (the “Airport”) for a term commencing on January 1, 2022 and continuing through June 30, 2023, for a total amount not-to-exceed amount of One Hundred Fifty Thousand (\$150,000) dollars, by extending the term of the Agreement from July 1, 2023 until a final disposition and/or order in the Delux Public Charter, LLC et al and White Plains Aviation Partners LLC cases, or until the County determines, in its sole discretion, to terminate the Agreement.

§2. The County is hereby further authorized to amend the Agreement with the Firm in order to increase the not-to-exceed cap by an additional Fifty-Thousand (\$50,000.00) Dollars, from an amount not-to-exceed One Hundred Fifty Thousand (\$150,000.00) Dollars, to a new total amount not-to-exceed of Two Hundred Thousand (\$200,000.00) Dollars.

§3. For the aforesaid services rendered to the County during the extended term, the Firm shall continue to be paid at the blended rate of Three Hundred Eighty (\$380.00) Dollars per hour for all lawyers.

§4. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

§5. The County Executive or his authorized designee, be and hereby is authorized to execute all instruments and to take all actions reasonably necessary to carry out the purposes of this Act.

§6. This Act shall take effect immediately.

George Latimer
County Executive

May 18, 2023

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

Dear Members of the Board of Legislators:

Transmitted herewith is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County") to enter into an inter-municipal agreement ("IMA") with the County of Nassau, New York ("Nassau"), pursuant to which Nassau will share the source code and related files for its financial disclosure system ("System") with the County.

The County Departments of Human Resources and Information Technology have advised that the Commissioner of Human Resources is required to perform the administrative tasks related to the filing of the annual Financial Disclosure Statement Forms ("Forms") certain County employees, board and commission members are required to file under the County Code of Ethics. This function was previously administered by the Law Department and was a manual, cumbersome process involving significant printing, labeling and mailing. Forms frequently are submitted without being fully completed or containing incorrect information, necessitating additional correspondence to collect the required information.

The proposed IMA would assist the County Department of Information Technology with development of an automated solution for the Department of Human Resources which would be more efficient and more cost effective. The Department has further advised that Nassau's financial disclosure form is similar to the County's. Nassau has agreed to provide the County with the source code for Nassau's System at no charge, so the Department may customize the application for County use. The new system would notify users if information is missing and will not allow Form submission until all required information is provided. The new system will also check for errors and automate follow ups to non-compliant responders.

The term of the proposed IMA shall commence on the date on which the IMA is fully executed by both parties and shall terminate when both parties have fulfilled their respective obligations, unless terminated sooner in accordance with its terms. Either party may terminate the IMA for convenience upon sixty (60) days written notice of termination to the other party.

While the proposed IMA provides for sharing of the source code at no cost to the County, it includes the following indemnification provisions:

“Indemnification; Defense; Cooperation. (a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party, and their respective officers, employees, and agents (the “Indemnified Party”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective Agents.

(b) The indemnifying Party shall, upon the appropriate Indemnified Party’s demand and at the Indemnified Party’s direction, promptly and diligently defend, at the indemnifying Party’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the Indemnified Party for which the indemnifying Party is responsible under this Section, and, further to the indemnifying Party’s indemnification obligations, the indemnifying Party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The provisions of this Section shall survive the termination of this Agreement.”

The Planning Department has advised that the proposed IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQR”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 12, 2023, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Accordingly, the adoption of the attached legislation by your Honorable Board is most respectfully requested.

Respectfully submitted,



George Latimer
County Executive

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

Your Committee is in receipt of a communication from the County Executive recommending the enactment of an Act, which, if adopted by this Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the County of Nassau, New York (“Nassau”), pursuant to which Nassau will share the source code and related files for its financial disclosure system (“System”) with the County.

The County Departments of Human Resources and Information Technology have advised that the Commissioner of Human Resources is required to perform the administrative tasks related to the filing of the annual Financial Disclosure Statement Forms (“Forms”) certain County employees, board and commission members are required to file under the County Code of Ethics. This function was previously administered by the Law Department and was a manual, cumbersome process involving significant printing, labeling and mailing. Forms frequently are submitted without being fully completed or containing incorrect information, necessitating additional correspondence to collect the required information.

The proposed IMA would assist the County Department of Information Technology with development of an automated solution for the Department of Human Resources which would be more efficient and more cost effective. The Department has further advised that Nassau’s financial disclosure form is similar to the County’s. Nassau has agreed to provide the County with the source code for Nassau’s System at no charge, so the Department may customize the application for County use. The new system would notify users if information is missing and will not allow Form submission until all required information is provided. The new system will also check for errors and automate follow ups to non-compliant responders.

The term of the proposed IMA shall commence on the date on which the IMA is fully executed by both parties and shall terminate when both parties have fulfilled their respective obligations, unless terminated sooner in accordance with its terms. Either party may

terminate the IMA for convenience upon sixty (60) days written notice of termination to the other party.

While the proposed IMA provides for sharing of the source code at no cost to the County, it includes the following indemnification provisions:

“Indemnification; Defense; Cooperation. (a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party, and their respective officers, employees, and agents (the “Indemnified Party”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective Agents.

(b) The indemnifying Party shall, upon the appropriate Indemnified Party’s demand and at the Indemnified Party’s direction, promptly and diligently defend, at the indemnifying Party’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the Indemnified Party for which the indemnifying Party is responsible under this Section, and, further to the indemnifying Party’s indemnification obligations, the indemnifying Party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The provisions of this Section shall survive the termination of this Agreement.”

The Planning Department has advised that the IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQR”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 12, 2023, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Accordingly, your Committee concurs with the County Executive's proposal and recommends that your Honorable Board adopt the annexed legislation authorizing the County to enter into the IMA.

Dated: _____, 20____
White Plains, New York

FISCAL IMPACT STATEMENT

SUBJECT: IMA Nassau Cty source code sharing 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 \$ _____ -

Total Current Year Revenue \$ _____ -

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

Additional Appropriations Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: Act to enter into an IMA with the County of Nassau pursuant to which the County will share the source code for Financial Disclosure System.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: N/A

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

Current Year: _____

Next Four Years: _____

Prepared by: Li-Li Ng

Title: Assistant Budget Analyst

Department: Budget

Date: May 11, 2023

Reviewed By: 
5/11/23

Budget Director

Date: 5/16/23

AN ACT to authorize the County of Westchester to enter into an inter-municipal agreement with the County of Nassau pursuant to which the County of Nassau will share the source code for its Financial Disclosure System.

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

Section 1. The County of Westchester be and hereby is authorized to enter into an inter-municipal agreement (“IMA”) with the County of Nassau, New York (“Nassau”), pursuant to which Nassau will share the source code and related files for its financial disclosure system (“System”) with the County at no cost to the County for a period commencing upon full execution of the IMA and terminating when both parties have fulfilled their respective obligations, unless terminated sooner in accordance with its terms.

Section 2. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and take all action reasonably necessary and appropriate to effectuate the purposes hereof.

Section 3. This Act shall take effect immediately.

**INTERMUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF NASSAU, NEW YORK,
AND
THE COUNTY OF WESTCHESTER, NEW YORK
IN RELATION TO THE FINANCIAL DISCLOSURE SYSTEM SHARING
AGREEMENT**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto, by and between the COUNTY OF NASSAU, a municipal corporation having its principal offices at One West Street, Mineola, New York 11501 ("Nassau County") and the COUNTY OF WESTCHESTER, a municipal corporation having offices at 148 Martine Avenue, White Plains, NY 10601 ("Westchester County") (collectively, the "Parties", and individually, a "Party").

WITNESSETH:

WHEREAS, Nassau County has developed a financial disclosure system (the "System") for Nassau County Employees through the Nassau County Department of Information and Technology; and

WHEREAS, Westchester County desires to use the source files and packages related to the System to develop its own Financial Disclosure System and Nassau County desires to provide Westchester County with the source files and packages; and

WHEREAS, Nassau County and Westchester County believe it to be in the best interest of the taxpayers of their respective communities to authorize intermunicipal cooperation with respect to mutual covenants set forth in the proposed agreement; and

WHEREAS, the Parties are authorized, pursuant to both Article 9, § 1 of the New York State (the "State") Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties hereto agree as follows:

1. Term. This Agreement shall commence on the date on which this Agreement is last executed by the Parties (the "Commencement Date") and shall terminate when all Parties have fulfilled their respective obligations hereunder, unless this Agreement is sooner terminated in accordance with its terms. Either party may terminate this Agreement for convenience upon sixty (60) days written notice of termination to the other party.

2. The Program. Nassau County will be providing a compressed computer folder containing various source files and packages necessary for the function of the web application (the "Deliverables"). The source files include but are not limited to the following file types: .php, .html, .css, .js, and .sql. (the "Source Files"). Nassau County shall provide limited, over the phone, technical support.

3. Payment. (a) Nassau County agrees to provide the Deliverables and Source Files to Westchester County at no cost in exchange for Westchester County's agreement to

forbear sharing the Deliverables and Source Files with any third party and to consent to the other terms of this Agreement so that Nassau County may retain its proprietary right to the Deliverables and Source Files.

4. Indemnification; Defense; Cooperation. (a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party, and their respective officers, employees, and agents (the "Indemnified Party") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective Agents.

(b) The indemnifying Party shall, upon the appropriate Indemnified Party's demand and at the Indemnified Party's direction, promptly and diligently defend, at the indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the Indemnified Party for which the indemnifying Party is responsible under this Section, and, further to the indemnifying Party's indemnification obligations, the indemnifying Party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The provisions of this Section shall survive the termination of this Agreement.

5. Relationship of the Parties. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between Nassau County and any officer, employee, servant, agent or independent contractor of Westchester County, or between Westchester County and any officer, employee, servant, agent or independent contractor of Nassau County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

6. Right to Works/Ownership of Work Product/Copyright. (a) Nassau County retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Nassau County property or works. Nassau County hereby grants to Westchester County a non-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Nassau County property or work, as described in section 2, for the Program. As used in this Agreement, the term "Nassau County Works" means any of the following: (i) any deliverables or reports provided to Westchester County in connection with the Services, including applications, software program, Source Files, packages, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Nassau County; or (ii) any tools or utilities contained in the deliverables or reports and developed by or on behalf of Nassau County or used by Nassau County.

(b) Nassau County retains sole ownership and all right, title, and interest in and to any reports, documents, data, photographs, Deliverables, Source Files, packages, and/or other materials provided by Nassau County ("County Works") to the Westchester County for services under this Agreement.

(c) Any reports, documents, data, photographs, deliverables, products, and/or other materials produced by Westchester County pursuant to this Agreement, and any and all drafts

and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the Westchester County.

7. End-User Conditions and Restrictions. Copies of the Deliverables, Source Files, or application created or transferred pursuant to this Agreement are licensed, not sold, and Westchester County receives no title to or ownership of any copy of the Deliverables or Source files itself. Furthermore, Westchester County receives no rights to the Deliverables or Source files other than those specifically granted herein. Without limiting the generality of the foregoing, Westchester County receives no right to and shall not: (a) modify, create derivative works from, distribute, public display, or publicly perform the Deliverables or Source Files, except as provided in this Agreement; (b) sublicense or otherwise transfer any of the rights granted in section # 6; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Software; or (d) use the Software for Service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software, including without limitation as software-as-a-service. Provider grants the license in section # under copyright and also, solely to the extent necessary to exercise such rights, under patent and any other applicable intellectual property rights.

9. Standard Distribution Conditions and Restrictions. This Agreement grants Westchester County no title to or ownership of the Deliverables or Source Files, and Westchester County receives no rights to the Deliverables or Sources Files other than those specifically granted in Section # 6. Without limiting the generality of the foregoing, Westchester County shall not: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Deliverables or Source Files, unless explicitly permitted by this Agreement; or (b) use the Deliverables or Source Files for Service bureau or time-sharing purposes or in any other way allow third parties to exploit the Deliverables or Source Files, including without limitation as software-as-a-service; (c) distribute copies of the Deliverables or Source Files to any third party; or (d) distribute copies of the Deliverables or Source File to any employee or other third party, unless explicitly permitted by this Agreement. Westchester County may not license copies of the Deliverables or Source Files to any third party pursuant to the license above and neither Westchester County nor its users or employees will receive title to or ownership of any copy or of the Deliverables or Source Files itself. Provider grants the license in Section # 6, and also, solely to the extent necessary to exercise such rights, under patent and any other applicable intellectual property rights.

8. Additional Disclaimers. (a) Nassau County does not warrant that the Deliverables will perform without error or that it will run without immaterial interruption. Nassau County gives no warranty regarding, and will have no responsibility or liability for, any loss arising out of: (a) a modification of the Deliverables or Source Files made by anyone other than Nassau County, unless Nassau County approves such modification in writing; or (b) use of the Deliverables or Source Files in combination with any operating system not authorized in the County Works or which source files and packages the County Works describes as unsuitable.

(b) Westchester County recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the source files and packages, Westchester County assumes such risks. Nassau County offers no representation, warranty or guarantee that Westchester County's Data will not be exposed or disclosed through errors or the actions of third parties. Nassau County will have no responsibility or liability for the accuracy of data uploaded to the system created by Westchester County, including without limitation Westchester County's Data and any other data uploaded by Westchester County's users.

12. Compliance With Law.

(a) Generally. The Parties shall comply with any and all applicable Federal, State and local Laws (as hereinafter defined), including, but not limited to, the State Environmental Quality Review Act and those laws relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The Parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Parties of such request prior to disclosure of the Information so that the Parties may take such action as it deems appropriate.

(c) Technology Export. Westchester County shall not: (a) permit any third party to access or use the source file or packages in violation of any U.S. law or regulation; or (b) export the software or otherwise remove it from the United States, except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Westchester County shall not permit any third party to access or use the Software in, or export the Software to, a county subject to a United States Embargo (as of the Effective date, the Crimea Region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria).

13. Termination. (a) Generally. This Agreement may be terminated (i) for "Cause (as hereinafter defined)" by any Party upon thirty (30) days' written notice to the other Party, stating the reason for termination, (ii) upon mutual written Agreement of the Parties, and (iii) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; ((

17. Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver.

Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in the State, and the Parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of the State, without regard to the conflict of laws provisions thereof. The Parties hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the County Comptroller, to the attention of the Nassau County Comptroller at 240 Old Country Road, Mineola, NY 11501, and (ii) if to a Party or the Parties, to the attention of the persons who executed this Agreement on behalf of the respective Parties at the addresses first above written, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of any Party to Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against any Party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Successors and Assigns. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

22. No Arrears or Default. No Party is in arrears to any other Party to this Agreement upon any debt or contract and no Party is in default as surety, contractor, or otherwise upon any obligation to another Party, including any obligation to pay taxes to, or perform services for or on behalf of, another Party.

23. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Nassau County Executive or his or her duly-designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without all such prior written consents shall be null and void. The failure of any Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

24. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

25. Third Party Claims. Nothing in this Agreement shall create or give to third parties any claim or right of action against the any Party beyond such as may legally exist irrespective of this Agreement.

26. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. No Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all approvals have been obtained, including, if required, approval by the County Legislature and the Town Board and (ii) this Agreement has been executed by the County Executive and the Town Supervisor.

(b) Availability of Funds. No Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the Parties from the state and/or federal governments.

{The rest of this page is intentionally left blank.}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

COUNTY OF NASSAU

By: _____
Name:
Title:
Date: _____

COUNTY OF WESTCHESTER

By: _____
Name:
Title:
Date: _____

State of New York)
) ss:
County of Nassau)

On this ___ day of _____, 20___, before me, the undersigned, a notary public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public


State of New York)
) ss:
County of Westchester)

On this ___ day of _____, 20___, before me, the undersigned, a notary public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public

June 1, 2023

TO: Hon. Vedat Gashi, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer
Westchester County Executive 

RE: Message Requesting Immediate Consideration: **IMA – Yonkers – Sixth Grade Leadership Academy.**

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 5, 2023 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would amend Act 2023-42, which authorized the County of Westchester (“County”), acting by and through its Youth Bureau (“Youth Bureau”), to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 5, 2023 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

May 30, 2023

Westchester County Board of Legislators
800 Michaelian Office Building, Room 800
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 amend Act 2023-42, which authorized the County of Westchester (“County”), acting by and through its Youth Bureau (“Youth Bureau”), to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (“Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality would provide a Sixth Grade Leadership Academy (“Program”), in order to change the expiration date of the IMA from June 30, 2023 to December 31, 2023.

Act 2023-42 authorized the County to enter into the IMA for a term commencing on July 1, 2022 and expiring on June 30, 2023, in the total aggregate amount of \$200,000, of which the County would pay an amount not to exceed \$100,000, pursuant to an approved budget, and Municipality would contribute \$100,000 in matching funds.

Now, as a result of unforeseen circumstances and delays in the Program the Municipality has requested additional time to complete the Program as planned. Accordingly, the Youth Bureau has determined that it would be in the County’s best interest to change the expiration date of the IMA from June 30, 2023 to December 31, 2023 noting that the IMA has not yet been executed. The total not-to-exceed amount of the IMA will remain unchanged.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh and eighth grades. The Program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school. The curriculum will include weekly lessons that focus on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

The Planning Department has advised that the proposed IMA does 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 12, 2023, which is on file with the Clerk of your Honorable Board.

Based on the importance of this program, your favorable action on the proposed Act is respectfully requested.

Sincerely,

A handwritten signature in cursive script, appearing to read "George Latimer".

George Latimer
County Executive

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would amend Act 2023-42 which authorized the County of Westchester (“County”), acting by and through its Youth Bureau (“Youth Bureau”), to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (“Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality would provide a Sixth Grade Leadership Academy (“Program”), in order to change the expiration date of the IMA from June 30, 2023 to December 31, 2023.

Act 2023-42 authorized the County to enter into the IMA for a term commencing on July 1, 2022 and expiring on June 30, 2023, in the total aggregate amount of \$200,000, of which the County would pay an amount not to exceed \$100,000, payable pursuant to an approved budget, and Municipality would contribute \$100,000 in matching funds.

Now, as a result of unforeseen circumstances and delays in the Program the Municipality has requested additional time to complete the Program as planned. Accordingly, the Youth Bureau has determined that it would be in the County’s best interest to change the expiration date of the IMA from June 30, 2023 to December 31, 2023 nothing that the IMA has not yet been executed. The total not-to-exceed amount of the IMA will remain unchanged.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh

and eighth grades. The Program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school. The curriculum will include weekly lessons that focus on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

Your Committee is advised that the proposed IMA will benefit the Municipality and its Youth Bureau by helping sixth grade students transition into middle school.

The procurement of this IMA is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

The Planning Department has advised that the proposed IMA does 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 12, 2023, which is on file with the Clerk of your Honorable Board.

Your Committee has carefully considered this matter and recommends approval of the Act, noting that it requires not more than an affirmative vote of a majority of the members of your Honorable Board.

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Yonkers YB-6th Grade Leadership Academy

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 \$ 100000

Total Current Year Revenue \$ 0

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 101-11-0400-4380

Potential Related Operating Budget Expenses: Annual Amount \$ 100,000

Describe: The Youth Bureau will provide a Sixth Grade Leadership Academy Program which includes transitioning sixth grade students into middle school through weekly lessons, guest instructor, and an end-of-the-year conference. City of Yonkers required to provide \$100,000 cash match

Contract Period: 7/1/22 - 12/31/23

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: \$0

Next Four years: n/a

Prepared by: Bernie Dean *BD*

Title: Financial Administrator

Department: CEO/Youth Bureau

DJO

Reviewed By: *[Signature]*

Budget Director

5/31/23

If you need more space, please attach additional sheets.

ACT NO. ____-____

AN ACT authorizing the County of Westchester to amend Act 2023-42 to change the expiration date of an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program from June 30, 2023 to December 31, 2023

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

SECTION 1. Section 1 of Act 42-2023, is hereby amended as follows:

“**SECTION 1.** The County of Westchester (“County”), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (“Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy (“Program”) which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference for a term commencing retroactively on July 1, 2022 and expiring on [June 30, 2023] December 31, 2023, in the total aggregate amount of Two Hundred Thousand (\$200,000) Dollars, comprised of an amount payable by the County not to exceed One Hundred Thousand (\$100,000.00) Dollars, payable pursuant to an approved budget, and Municipality matching funds in the amount of One Hundred Thousand (\$100,000.00) Dollars.”

§ 2. 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.

§ 3. This Act shall take effect immediately.

INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT (“Agreement”), made the ____ day of _____, 2022 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

CITY OF YONKERS, a municipal corporation of the State of New York, having an office and place of business at 285 Nepperhan Avenue, Yonkers, New York 10701 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality provide a Positive Youth Development program entitled “6th Grade Leadership Academy” (the “Program”); and

WHEREAS, the Municipality is willing to provide such Program, upon the terms and conditions set forth herein.; and

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

FIRST: The Municipality shall provide the Program, as more fully described in Schedule “A” attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence July 1, 2022 and terminate December 31, 2023, unless terminated earlier pursuant to the provisions of this Agreement.

The Municipality shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: The *total* cost of the Work, including County funds and the Municipality contribution, shall not exceed Two Hundred Thousand (\$200,000) Dollars. The cost of the Work shall be paid as follows:

The Municipality shall contribute an amount not less than One Hundred Thousand (\$100,000) Dollars to the Work. The Municipality's contribution shall be made in the form set forth in the approved budget, attached hereto as Schedule "B" and made a part hereof ("Budget"). The County shall reimburse the Municipality an amount not to exceed One Hundred Thousand (\$100,000) Dollars, which the Municipality shall use to provide the Program as more particularly described in Schedule "A" and as budgeted in Schedule "B," payable quarterly, upon receipt and approval by the Office of the Westchester County Attorney of any claims submitted during such period of time.

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 execution 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 six 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.

FOURTH: The Municipality understands and acknowledges that the County currently maintains a Vendor Document Repository at <http://www.westchestergov.com/vendorportal> (the "Repository") into which the Municipality may upload a scanned image of one or more of the schedules and/or supporting documents that the Municipality is required to provide to the County for this Agreement (the "Required Documents").

The Municipality further understands and acknowledges that if the Municipality chooses to use the Repository to provide to the County one or more of the Required Documents (each document so provided, a "Repository Document"):

- a.) The Municipality is doing so voluntarily, as required by New York State Technology Law Sections 305 and 309;
- b.) The Municipality represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;
- c.) In the event that any information in a Repository Document must be changed, the Municipality shall upload an updated version of such document for this Agreement within ten (10) business days of the need for such change arising; and
- d.) Notwithstanding any other provision of this Agreement, the Municipality must, at a minimum, update each Repository Document at least once per calendar year.

FIFTH: The Municipality shall procure and maintain insurance coverage as specified in Exhibit "C" attached hereto and made a part hereof. Notwithstanding the preceding sentence, the Municipality may provide proof of self-insurance in lieu of insurance policies. 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.

SIXTH: (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 Director 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.

SEVENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

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

NINTH: 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.

TENTH: 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:
 City of Yonkers
 285 Nepperhan Avenue,
 Yonkers, New York 10701

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

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

TWELFTH: 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.

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

THIRTEENTH: 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.

FOURTEENTH: 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.

FIFTEENTH: 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.

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

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Kenneth W. Jenkins
Title: Acting County Executive

THE CITY OF YONKERS

By: _____
Name: _____
Title: _____

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. xxxx.

Approved:

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)
)
COUNTY OF WESTCHESTER)

ss.:

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

SCHEDULE "A"

PROGRAM TITLE: 6th Grade Leadership Academy

PROJECTED TOTAL PROGRAM ENROLLMENT: 80

Middle school is the period in a student's life that takes place after elementary school and before high school. Many of our Yonkers Schools end at 6th grade and our students are transferred to a new school to complete 7th and 8th grade, before entering high school. The Yonkers Youth Bureau recognizes that students in sixth grade are transitioning into adolescence, and as such have different physical, emotional, and cognitive needs.

The Yonkers Youth Bureau will host an 8 week after-school program to help 6th graders transition into middle school. We will teach them how to develop their authentic self and leadership skills to ready them to enter new middle school.

The curriculum will include weekly lessons that focus on self-development, leadership skills, etiquette, social skills, anti-bullying, academics and mental health. Lessons will be taught by (trained) on-site staff and special guest instructors, in various interactive and engaging ways to prevent boredom.

End of program / end of year: 6th Grade Leadership Academy Conference / Field Trip to allow all the participants to meet each other and test out new skills learned. This conference will take place outside of Yonkers. Transportation, lunch, and snacks will be included.

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
School	School 9 (53 Fairview St., Yonkers)				
School	School 22 (1480 Nepperhan Ave., Yonkers)				
Center	Nodine Hill Community Ctr. (140 Fillmore Ave., Yonkers)				

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender)				MALE <u>30</u>	FEMALE <u>50</u>	
ETHNICITY: (Enter number of participants per ethnic group)	WHITE	<u>10</u>	BLACK OR AFRICAN AMERICAN	<u>35</u>	HISPANIC OR LATINO	<u>20</u>
	AMERICAN INDIAN OR ALASKAN NATIVE		_____		ASIAN	<u>5</u>
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		_____		TWO OR MORE RACES	<u>10</u>

AGES	0-4 _____	5-9 _____	10-14 (80) _____	15-17 _____	18-20 _____	21+ _____
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IS TARGET POPULATION SERVING DISCONNECTED YOUTH: No Yes *At risk youth
(Enter number of participants per population described)

IF "YES", Youth aging out of foster care _____ Children of incarcerated parents _____
Youth in the juvenile justice system who re-enter the community _____ Runaway and Homeless Youth _____

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

This program will take place at a City owned facility and will adhere to NYS DOH, City of Yonkers, and COVID19 safety requirements. Trained staff will ensure a psychologically safe environment and monitor daily peer-to-peer interactions. Parents will be required to sign permission slips and share any important medical information. Youth participants and parents will be asked to sign code of conduct form that outlines the program rules and expected behavior, during the program.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

Trained Youth Bureau staff / supervisors will ensure appropriate boundaries and expectations for all participants. Youth participants and parents will be required to sign a code of conduct form that outlines the program rules and expectations.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Youth Bureau will be onsite to be caring and responsible role models. We will speak with each participant 1:1 and their parent to get to know them better. This will help foster a healthy and supportive relationship, during and after the program.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

This program will be open to current Yonkers Youth who are in 6th grade. Program sites will be: onsite at schools, community centers and possibly libraries. The various sites will allow us to reach more youth.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Youth participants will be required to sign code of a code of conduct form that outlines the program rules and expectations. We remind the participants the rules and expectations throughout the program.

6. Support for Efficacy & Maturing: Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

This leadership program will provide positive youth based practices that will focus on building leadership skills. During 1:1 meetings with each participant we will learn more about them helping us to build relationships. We will discuss program goals, their personal goals with respects to development, leadership, and community. The program will also have an end of program day conference outside of Yonkers.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

This program will provide numerous opportunities for skill building and leadership development. Activities include, but not limited to: team building & leadership exercises, role-playing scenarios, mental health, physical endurance and family/care taker involvement.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

There is a Parent/Caregiver session which allows an opportunity for the Youth's Caregiver to participate; providing peer support and open conversations. The family participation is key to the success of this program and ensuring skills are retained.

Monitoring and Evaluation Methods

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

We will have various monitoring methods in place:

- 1:1 conversations to learn about personalities and leadership skills
- Leadership programs within that will focus on results
- Ongoing trainer team meetings will ensure program goals are met at each session

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

We will have various evaluations methods in place:

- Parent and student evaluation questionnaires
- Youth participant end of program meetings
- Daily trainer meetings will ensure program goals are being met (end of night)

NEW YORK STATE
 OFFICE OF CHILDREN AND FAMILY SERVICES
 INDIVIDUAL PROGRAM APPLICATION
 Program Summary-Program Components

IMPLEMENTING AGENCY: Yonkers Youth Bureau
PROGRAM TITLE: 6th Grade Leadership Academy

LIFE AREA: (ENTER CODE AND DESCRIPTION)	3ED	Education
GOAL CODE: (ENTER CODE AND DESCRIPTION)	31	Children will leave school prepared to live, learn and work in a Community as contributing members of society.
OBJECTIVE: (ENTER CODE AND DESCRIPTION)	312	Students will stay in school until successful completion.
SOS: (ENTER CODE AND DESCRIPTION)	312	Dropout Prevention Services: A program or service designed to support the retention of all students, and the prevention of dropouts from the most at-risk youth. These may include but are not limited to learning disabilities, bilingual education, alternative education, and other programs or services geared toward retention.
Performance Measures: (ENTER CODE AND DESCRIPTION)		
How Much:	0311A.1	80 of youth participating (unduplicated)
How Well:	0312B.1	85% of staff with positive youth development training and/or with a Higher education
Better Off:	0312C.1	75 / 95% of youth remaining in school

SCHEDULE "B"

For the Period of Operation July 1, 2022 - June 30, 2023	Contract #: "To Be Assigned"
Agency/Municipality Name Yonkers Youth Bureau	Program Title: 6th grade Middle School Leadership Academy

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Youth Bureau Program Director	50 00	H	5,000	
Program Manager	35 00	H	35,000	
Program Manager / Lead Instructor	60 00	H	20,000	
Program Assistants (2)	25 00	H	30,000	
Instructors (8)	40 00	H	60,000	
TOTAL SALARIES AND WAGES			150,000	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$ 150,000	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
Pamela Bond - Authenticity Coach	\$1,000	s	5,000	
Stipends/Participant	\$150	S	12,000	
Special Guest Speakers	\$1,000	S	3,000	
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 20,000	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
TOTAL MAINTENANCE AND OPERATION (3)		\$ 30,000

TOTAL PROGRAM AMOUNT	\$ 200,000
TOTAL WCYB FUNDS REQUESTED	\$ 200,000

PROGRAM TOTAL BUDGET - ATTACHMENT E		
AGENCY/MUNICIPALITY NAME: Yonkers Youth Bureau		
PROGRAM TITLE: - 6th Grade Leadership Academy		
MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs)		
ITEM	LIST DESCRIPTIONS	AMOUNT
Program Supplies	Program Supplies (books, handouts, etc.) apparel	\$ 7,500.00
Maintenance/Equipment Repairs		
Equipment Rentals		
Equipment Purchases		
Space Rentals (Indicate Rate/Basis/Type. MUST attach a voucher or copy of rental agreement to request reimbursement)	End of Season Conference - Venue Rental (w/ Food)	\$ 3,000.00
Travel - (Include *Mileage Rate - *current 2014 rate is: @ \$0.56__ per mile; and is subject to change)	Conference Buses Student Transportation. Mileage	\$ 3,000.00
Insurance		
Utilities and Telephones		
Other Costs	Program Food & Beverage	\$ 16,500.00
3. TOTAL MAINTENANCE AND OPERATION		\$ 30,000.00
Add additional information below; attach additional sheet if necessary		

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.



George Latimer
County Executive

May 18, 2023

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

Dear Honorable Members of the Board of Legislators:

Pursuant to Chapter 209 of the Laws of Westchester County, enclosed for filing please find a copy of my written consent to accept a gift of the Anchor Statue from Mitrione & Son Machine, Inc. The value of the gift is at least Fifteen Thousand (\$15,000.00) Dollars. It will be installed at the Glen Island Park in New Rochelle in honor of parents and loved ones who lost children.

Acceptance of this gift requires no expenditure of County capital or non-recurring funds to house or make it operative.

Respectfully submitted,

George Latimer
County Executive

GL/ran
Enc.

Office of the County Executive

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

Telephone: (914)995-2900 E-mail: ceo@westchestergov.com



George Latimer
County Executive

May 4, 2023

Peter Mitrione
Owner/President
Mitrione & Sons Machine, Inc.
871 Nepperhan Avenue
Yonkers, New York 10703

Dear Mr. Mitrione:

Pursuant to Chapter 209 of the Laws of Westchester County, I hereby consent to the County's acceptance of the Anchor Statue as a gift to the County of Westchester from Mitrione & Son Machine, Inc. The value of the gift is at least Fifteen Thousand (\$15,000.00) Dollars. It will be installed at Glen Island Park in New Rochelle in honor parents and loved one who have lost children.

On behalf of the citizens of Westchester County, I thank you and Mitrione & Sons Machine, Inc. for this gift and your generosity.

Sincerely,

George Latimer
County Executive

GL/ran

Office of the County Executive

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

Telephone: (914)995-2900

E-mail: ceo@westchestergov.com

FISCAL IMPACT STATEMENT

SUBJECT: Gift Acceptance - Anchor Statue 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 \$ _____ -

Total Current Year Revenue \$ _____ -

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

Additional Appropriations Other (explain)

Identify Accounts: Anchor valued at approximately \$15,000.

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: Neil Squillante

Title: Deputy Commissioner

Department: Parks, Recreation & Conservation

Date: May 11, 2023

D/O
Reviewed By: 

Budget Director

Date: 5/16/23

MITRIONE & SONS MACHINE, INC.,
871 Nepperhan Avenue
Yonkers, New York 10703
Phone No. (914) 968-5489
mitrionemachines871@yahoo.com

March 29, 2023

Westchester County Department of Parks,
Recreation &. Conservation
450 Saw Mill River Road
Ardsley, New York 10552
Attn: Kathleen O'Connor

RE: Donation of Statue


Dear Ms. O'Connor;

Pursuant to our telephone conversations had in the past, please be advised that we are donating the Anchor Statue as a gift to the County. It is our understanding that the County wishes it to be placed at Glen Island Park, and it is our wish that it would be placed there "in honor of parents and loved ones who lost children".

Arrangements will need to be made for the monument to be picked up and placed in the designated area, it roughly weights 1,000 lbs. As far as monetary value it is hard to say because many hours and material have been put into the fabrication of this one of a kind piece, but I would suggest at least \$15,000.00.

Naturally, if you have any questions, please feel free to contact me.

Best regards,


Peter Mitrione
Owner/President
Mitrione & Sons Machine, Inc.,

PM/am