



Budget & Appropriations Meeting Agenda

Committee Chair: Vedat Gashi

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

Monday, May 23, 2022

10:00 AM

Committee Room

CALL TO ORDER

Meeting jointly with the Committees on Seniors & Youth and Law & Major Contracts

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

1. [2022-253](#) **ACT-Amending Civil Service Exam Fees Waiver for Veterans**

AN ACT Amending ACT 2-2004 as amended by ACTS 163-2008 and 211-2014 to provide a waiver of civil service examination application fees for veterans.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

Guests:

Commissioner Helen May, Frank Karinthoil, and Kara Merrill-Human Resources Department Budget Director Larry Soule and Deputy Budget Director Gideon Grande-Budget

2. [2022-255](#) **IMA(Amend)-Add Community Resource Officer-Cortlandt**

AN ACT authorizing the County of Westchester, to retroactively amend its inter-municipal agreement with the Town of Cortlandt, whereby the County, acting by and through its Department of Public Safety Services, provides police services to the Town for a term commencing February 1, 2020 and expiring January 31, 2025, in order to add the services of a County Police Officer, specially trained as a Community Resource Officer.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests: Department of Public Safety
Deputy Commissioner Terrence Raynor
Captain William McGuinness
Lieutenant Edward Reich
Sergeant James Dress

3. [2022-264](#) IMA-Positive Youth Development Programs-Municipalities

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with various municipalities for the provision of positive youth development programs.

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

Joint with S&Y.

Guests: Youth Bureau

Executive Director Dr. DaMia Harris-Madden

Fiscal-Administrator Bernie Dean

4. [2022-267](#) ACT - Claim Settlement against PSH Corp.

AN ACT authorizing the County Attorney to settle the potential claims and causes of action of the County of Westchester against PSH Corp. in connection with flooring furnished and installed by PSH Corp. on the 9th floor of the Mount Vernon District Office of the County's Department of Social Services.

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

Joint with LMC.

Guests:

County Attorney John Nonna-LAW

Director of Countywide Administrative Services Chris Steers-CE's Office

Deputy Commissioner Gayle Katzman-DPW&T

II. OTHER BUSINESS

Discussion with the Law Department on Pending Litigation

Guests: LAW

County Attorney John Nonna

Deputy County Attorney David Chen

Senior Assistant County Attorney Shawna MacLeod

III. RECEIVE & FILE**ADJOURNMENT**



George Latimer
County Executive

May 2, 2022

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Dear Honorable Members of the Board:

Enclosed herewith for your consideration is an "Act Amending Act 2-2004 as amended by Acts 163-2008 and 211-2014 to provide a waiver of civil service examination application fees for veterans."

Pursuant to New York State Civil Service Law § 50(5), local governments are authorized to establish a uniform schedule of reasonable fees for the administration of civil service examinations. The County, by Act of the Board of Legislators, has established and amended a fee schedule for civil service examination pursuant to this authority.

While adopting the fee schedule, a waiver was provided for anyone who certified that they were unemployed and primarily responsible for the support of a household. The waiver was subsequently extended to any individual who was serving on active military duty during the filing period for the examination.

Through the attached Act, the County would extend that waiver to any person who is a veteran of the armed forces. This extension would match the waiver granted by the New York State Civil Service Commission, as well as several other counties in the region, including Nassau and Suffolk, and New York City, by waiving fees for anyone who was honorably discharged or released from service under honorable conditions, after serving in the armed forces of the United States or the reserves thereof, or in the army national guard, air national guard, New York guard, or the New York naval militia.

I believe that it is appropriate to extend this waiver to those who have admirably served their country, and therefore I respectfully urge that your Honorable Board adopt the attached Act.

Sincerely,



GEORGE LATIMER

County Executive
Enclosure

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed the attached “Act Amending Act 2-2004 as amended by Acts 163-2008 and 211-2014 to provide a waiver of civil service examination application fees for veterans.”

Your Committee is informed that pursuant to New York State Civil Service Law § 50(5), local governments are authorized to establish a uniform schedule of reasonable fees for the administration of civil service examinations.

Your Committee notes that by Act 2-2004, the Westchester County Board of Legislators imposed a fee for individuals applying for examinations pursuant to this authority. By Act 211-2014, this Board increased those fees to their current levels, which are one hundred dollars for Police Officer, Firefighter, or Correction Officer exams, including promotional titles within those series, and forty dollars for all other examinations for a position in the competitive or non-competitive class.

Your Committee further notes that in adopting Act 2-2004, a waiver was provided for anyone who certified that they were unemployed and primarily responsible for the support of a household. By Act 163-2008, that waiver was extended to any individual who was serving on active military duty during the filing period for the examination.

Through the attached Act, this Board would extend that waiver to any person who is a veteran of the armed forces. This extension would match the waiver granted by the New York State Civil Service Commission, as well as several other counties in the region, including Nassau and Suffolk, and New York City, by waiving fees for anyone who was honorably discharged or released from service under honorable conditions, after serving in the armed forces of the United States or the reserves thereof, or in the army national guard, air national guard, New York guard, or the New York naval militia.

Your Committee is informed that the proposed legislation does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing

regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. Your Committee concurs in this conclusion.

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

Dated: _____, 2022

White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Waiver for Veterans' Civil Service Exam 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: 101-12-6010-4909; 101-12-6010-9122

Potential Related Operating Budget Expenses: Annual Amount (\$4,000)

Describe: Act Amending Act 2-2004 as amended by Acts 163-2088 and 211-2014 to provide a waiver of civil service examination fees for veterans.

Potential Related Operating Budget Revenues: Annual Amount (\$8,000)

Describe: Estimating approximately 200 veteran applicants per year. Application fee is \$40.

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

Current Year: _____

Next Four Years: _____

Prepared by: Debra Ogden

Title: Sr. Budget Analyst

Department: Budget

Date: April 28, 2022

Reviewed By: 

Budget Director

Date: 4/28/22

ACT NO.

-2022

Act Amending Act 2-2004 as amended by Acts 163-2008 and 211-2014 to provide a waiver of civil service examination application fees for veterans.

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

Section 1. Section 4 of Act No. 2-2004, as amended by Acts 163-2008 and 211-2014 is hereby amended to read as follows:

§ 4. Any fees collected pursuant to sections 1 and 2 of this Act shall be waived for candidates who certify that they are unemployed and primarily responsible for the support of a household as well as those individuals who are serving on active duty during the filing period for a civil service examination. These fees shall also be waived for any veteran, as that term is defined in Section 50(5)(b) of the New York State Civil Service Law.

Section 2. This Act shall take effect immediately, and shall apply to all applications for examinations to be held on or after January 1, 2023.

George Latimer
County Executive

May 2, 2022

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

Dear Honorable Members of the Board of Legislators:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County") to retroactively amend its inter-municipal agreement (the "IMA") with the Town of Cortlandt (the "Town"), whereby the County, acting through its Department of Public Safety ("WCDPS"), provides police services to the Town for a term commencing February 1, 2020 and expiring January 31, 2025, in order to add the services of a County Police Officer, specially trained as a Community Resource Officer (the "CRO") who will be assigned to the Cortlandt Precinct on a 40-hour work week schedule, effective as of February 1, 2022.

As your Honorable Board may be aware, the Town abolished its police force effective January 1, 1999, and has since had an arrangement with the New York State Police (the "State Police") to provide primary police coverage for the Town. Since March, 1999, the County has been providing supplemental police services pursuant to IMAs with the Town. By Act No. 2019-240, approved by your Honorable Board on December 3, 2019, the County was authorized to enter into the current IMA to provide supplemental police services to the Town for a term commencing February 1, 2020 and terminating on January 31, 2025. The IMA was executed on or about February 7, 2020.

Under the terms of the IMA, the County provides two 8-hour patrol car tours daily to the Town as a supplement to those provided by the State Police. In addition, the Town permits the County to have use of part of the former police facility at the Cortlandt Town Hall at no charge to the County. The Town pays the County a sum equal to the County's actual costs as determined by the County at the end of each year, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits as well as vehicles, equipment and maintenance.

The Town now seeks to supplement the existing services provided by the County by adding the CRO to enhance the overall safety and quality of life in the community through creative strategies that help to build trusting relationships, foster behavioral modifications and deter criminal activity. The specialized patrol, outreach, enforcement activities and deployment of this officer would be supported by a precision policing and intelligence driven patrol concept customized to the needs of the community. Through consistency and relationship building, the assigned officer will utilize a combination of tactics including proactive outreach within the community with a special focus on crime prevention, mitigating diversity gaps, supporting underprivileged segments of the community, patrol level field investigations, and condition/crime pattern analysis. The activity of the CRO will be fluid and guided by the needs and input of the community in partnership with Town officials and the many diverse segments and stakeholders in the Town, subject to WCDPS department policies, standard operating procedures, and orders from WCDPS supervisors.

WCDPS will provide the CRO with a patrol vehicle with specialized markings to assist in promoting and bringing greater awareness to the Town of Cortlandt's community policing initiative and Community Resource Officer. In addition, the WCDPS will honor the recommendation of Town Board members to add the words "Cortlandt Precinct" to the markings on the other patrol vehicles assigned to our Cortlandt Precinct as best practical with WCDPS's fleet assignments.

Office of the County Executive

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

Email: CE@westchestergov.com
Telephone: (914)995-2900

westchestergov.com

In addition to the costs the Town pays under the existing IMA, the Town shall pay the County a sum equal to the County's actual costs for the services of the CRO, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits payable under the same contractual structure it pays for the existing services under the IMA. The estimated increase in the amount that the Town will pay the County under the proposed amendment for the remaining term of the IMA will be as follows:

Under Current IMA

2022/2023 - \$1,090,541

2023/2024 - \$1,114,491

2024/2025 - \$1,139,102

Under Proposed Amendment to the IMA

2022/2023 - \$1,342,532 - Increase of \$251,991

2023/2024 - \$1,371,720 - Increase of \$257,229

2024/2025 - \$1,401,431 - Increase of \$262,329

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

I believe that amendment of the IMA with the Town, on the terms set forth above, is in the best interests of the County. Therefore, I recommend your favorable action on the annexed proposed Act.

Very truly yours,



George Leffler
County Executive

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester ("County") to retroactively amend its inter-municipal agreement (the "IMA") with the Town of Cortlandt (the "Town"), whereby the County, acting through its Department of Public Safety ("WCDPS"), provides police services to the Town for a term commencing February 1, 2020 and expiring January 31, 2025, in order to add the services of a County Police Officer, specially trained as a Community Resource Officer (the "CRO") who will be assigned to the Cortlandt Precinct on a 40-hour work week schedule.

As your Committee may know, the Town abolished its police force effective January 1, 1999, and has since had an arrangement with the New York State Police (the "State Police") to provide primary police coverage for the Town. Since March, 1999, the County has been providing supplemental police services pursuant to IMAs with the Town. By Act No. 2019-240, approved by your Honorable Board on December 3, 2019, the County was authorized to enter into the current IMA to provide supplemental police services to the Town for a term commencing February 1, 2020 and terminating on January 31, 2025. The IMA was executed on or about February 7, 2020.

As your Committee may know, under the terms of the IMA, the County provides two 8-hour patrol car tours daily to the Town as a supplement to those provided by the State Police. In addition, the Town permits the County to have use of part of the former police facility at the Cortlandt Town Hall at no charge to the County. The Town pays the County a sum equal to the County's actual costs as determined by the County at the end of each year, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits as well as vehicles, equipment and maintenance.

Your Committee is advised that the Town now seeks to supplement the existing services provided by the County by adding the CRO to enhance the overall safety and quality of life in the community through creative strategies that help to build trusting relationships, foster behavioral modifications and deter criminal activity. The specialized patrol, outreach, enforcement activities and deployment of this officer would be supported by a precision policing and intelligence driven patrol

concept customized to the needs of the community. Through consistency and relationship building, the assigned officer will utilize a combination of tactics including proactive outreach within the community with a special focus on crime prevention, mitigating diversity gaps, supporting underprivileged segments of the community, patrol level field investigations, and condition/crime pattern analysis. The activity of the CRO will be fluid and guided by the needs and input of the community in partnership with Town officials and the many diverse segments and stakeholders in the Town, subject to WCDPS department policies, standard operating procedures, and orders from WCDPS supervisors.

Your Committee is advised that WCDPS will provide the CRO with a patrol vehicle with specialized markings to assist in promoting and bringing greater awareness to the Town of Cortlandt's community policing initiative and Community Resource Officer. In addition, the WCDPS will honor the recommendation of Town Board members to add the words "Cortlandt Precinct" to the markings on the other patrol vehicles assigned to our Cortlandt Precinct as best practical with WCDPS's fleet assignments.

Your Committee is advised that, in addition to the costs the Town pays under the existing IMA, the Town shall pay the County a sum equal to the County's actual costs for the services of the CRO, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits payable under the same contractual structure it pays for the existing services under the IMA. The estimated increase in the amount that the Town will pay the County under the proposed amendment for the remaining term of the IMA will be as follows:

Under Current IMA

2022/2023 - \$1,090,541

2023/2024 - \$1,114,491

2024/2025 - \$1,139,102

Under Proposed Amendment to the IMA

2022/2023 - \$1,342,532 - Increase of \$251,991

2023/2024 - \$1,371,720 - Increase of \$257,229

2024/2025 - \$1,401,431 - Increase of \$262,329

Your Committee is advised that the proposed project does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6

NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

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

Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2022
White Plains, New York

FISCAL IMPACT STATEMENT

SUBJECT: Town of Cortlandt-IMA

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: T-628 38-628V-628Z Source of Funds: Town of Cortlandt

Potential Related Operating Budget Expenses: Annual Amount

Describe: N/A

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: 2022/2023 Expenses \$1,342,532 and Revenue \$1,342,532

2023/2024 Expenses \$1,371,720 and Revenue \$1,371,720

2024/2025 Expenses \$1,401,431 and Revenue \$1,401,431

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety

Date: April 22, 2022

Reviewed By: 

Budget Director

Date: 4/23/22

ACT NO. _____ - 2022

An Act authorizing the County of Westchester, to retroactively amend its inter-municipal agreement with the Town of Cortlandt, whereby the County, acting by and through its Department of Public Safety Services, provides police services to the Town for a term commencing February 1, 2020 and expiring January 31, 2025, in order to add the services of a County Police Officer, specially trained as a Community Resource Officer.

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 retroactively amend its inter-municipal agreement (the "IMA") with the Town of Cortlandt (the "Town") whereby the County, acting through its Department of Public Safety ("WCDPS"), provides police services to the Town for a term which commenced February 1, 2020 and expiring January 31, 2025, in order to add the services of a County Police Officer, specially trained as a Community Resource Officer (the "CRO") who will be assigned to the Cortlandt Precinct on a 40-hour work week schedule.

§2. In addition to the costs the Town pays under the existing IMA, the Town shall pay the County a sum equal to the County's actual costs for the services of the CRO, which costs include salary, overtime, holiday pay, shift differential, and fringe benefits payable under the same contractual structure it pays for the existing services under the IMA. Pending a year-end determination by the County as to the County's actual costs for the services provided, the Town will pay the following estimated costs for the remaining term of the IMA:

2022/2023 - \$1,342,532
2023/2024 - \$1,371,720
2024/2025 - \$1,401,431

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

§4. This Act shall take effect immediately.

This **FIRST AMENDMENT** made this 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 (hereafter the "County"),

and

THE TOWN OF CORTLANDT, a municipal corporation of the State of New York, having an office and place of business located at 1 Beady Street, Cortlandt Manor, New York (hereafter the "Town").

WITNESSETH:

WHEREAS, the County, acting through its Department of Public Safety Services (the "Department"), has been providing supplemental police coverage (the "Supplemental Policing Services") to the Town since February 1, 1999 under various inter-municipal agreements with the Town, with the latest one to expire on January 31, 2020; and

WHEREAS, by Act No. 2019-240, approved by the Westchester County Board of Legislators on December 3, 2019, the County was authorized to enter into a new agreement (the "Agreement") to provide the Supplemental Policing Services to the Town for a term commencing February 1, 2020 and expiring January 31, 2025; and

WHEREAS, the Agreement was fully executed on or about February 7, 2020; and

WHEREAS, the Town desires to receive, and the County desires to provide the services of an additional County Police Officer, specially trained as a Community Resource Officer (the "CRO") who will be assigned to the Cortlandt Precinct on a 40-hour work week schedule (the "CRO Services") in addition to the Supplemental Policing Services; and

WHEREAS, by Act No. - 2022, approved by the Westchester County Board of Legislators on , 2022, the County was authorized to retroactively amend the Agreement in order to add the CRO Services to the Agreement, effective February 1, 2022.

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

1. The above recitals are incorporated herein as if restated at length.
2. In addition to the Supplemental Policing Services already provided pursuant to the Agreement, beginning on February 1, 2022, the Department shall provide the CRO Services, as more particularly described in Schedule "A" attached hereto and made part of the Agreement. Accordingly, Section "FIRST" of the Agreement is hereby deleted in its entirety and replaced with the following:

FIRST: The Department shall provide, on a daily basis, two eight-hour patrol car tours for the purpose of providing police services to the Town to supplement the services provided by the New York State Police, which is the police agency responsible for patrolling the Town and responding to emergency calls.

Beginning on February 1, 2022 and throughout the remainder of the term of this Agreement, the Department shall also provide the services of a County Police Officer, specially trained as a Community Resource Officer (the "CRO") who will be assigned to the Cortlandt Precinct on a 40-hour work week schedule (the "CRO Services"). The CRO Services are more particularly described in Schedule "A" attached hereto and made part of this Agreement."

3. In addition to the costs the Town pays under the existing Agreement, the Town shall pay the County a sum equal to the County's actual costs for the CRO Services. The cost for the CRO is estimated to be an additional \$251,991.00 for the year 2022-2023, \$257,229 for the year 2023-2024, and \$262,329 for the year 2024-2025. Accordingly, the cost-per-year chart

following the second paragraph of Section "SECOND" of the Agreement is hereby deleted in its entirety and replaced with the following:

"2020/2021 - \$1,043,761
2021/2022 - \$1,066,613
2022/2023 - \$1,342,532
2023/2024 - \$1,371,720
2024/2025 - \$1,401,431"

4. Except as otherwise specifically provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney and the Town Attorney of Cortlandt.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE TO FOLLOW]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

THE COUNTY OF WESTCHESTER

By: _____
Commissioner of Public Safety Services

TOWN OF CORTLANDT

By: _____
(Name and Title)

Authorized and approved by the Westchester County Board of Legislators, at a meeting duly held on the _____ day of _____, 2022.

Authorized and approved by the Town Board of the Town of Cortlandt, at a meeting duly held on the _____ day of _____, 2022.

Approved

Approved as to form

Sr. Assistant County Attorney
The County of Westchester
s:/con/carp/dps/cortlandt police ima 1st amendt

Town Attorney
Town of Cortlandt

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2022 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

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 _____ who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution _____ of
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

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

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

(Signature)

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

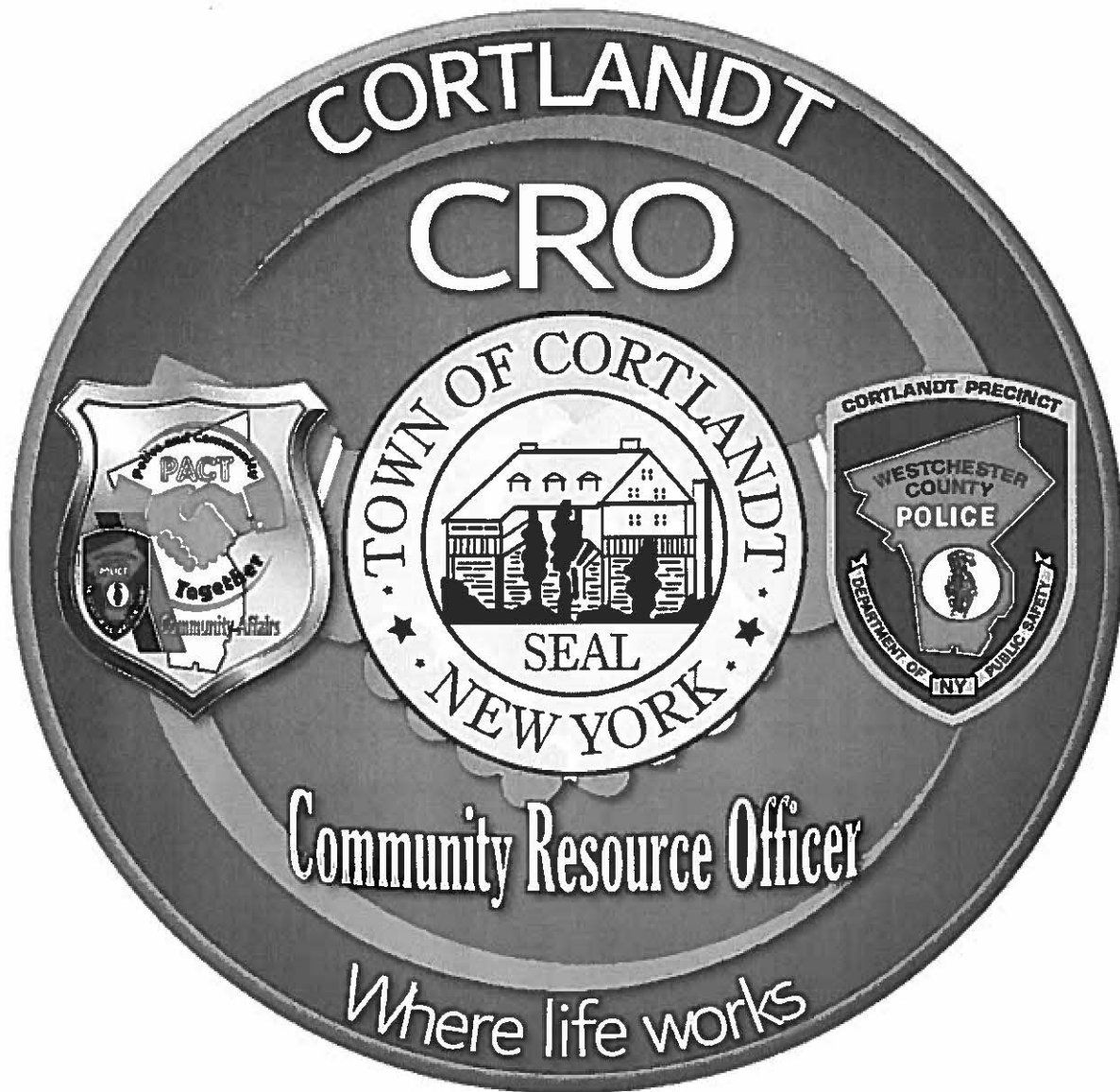
On this ___ day of _____ 2022, before me personally came _____
_____, whose signature appears above, known to me to be the
_____ of _____,
(Title)

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

SCHEDULE "A"

DRAFT



PROPOSAL UPDATE – DECEMBER 7, 2021

TOWN OF CORTLANDT
COMMUNITY AND PRECISION POLICING
CREATIVE PATROL STRATEGY

2022



PATROL DIVISION

COMMUNITY POLICING

PROPOSAL: In partnership with the Town of Cortlandt leadership, further enhance the policing services in Cortlandt as a model for other communities in the police reform era by adding a specially trained Community Resource Officer (CRO) to supplement the contracted patrol officers assigned to the Cortlandt precinct.

OBJECTIVE: Further enhance the safety and policing services of the growing and diverse residential and business districts within the Town by enabling the Westchester County Police to take the proactive goals of local community policing and engagement to new heights.

The CRO would supplement the existing policing coverage within the community which in a large measure is more reactive leaning due to call volume and coverage area.



The CRO will utilize our **Police and Community Together Program (PACT)** framework to further build a proactive, trusting and supportive relationship with all facets of the community and afford the Town a higher level of coverage, safety, and focused response to targeted community policing, quality of life issues and problem solving.

GOAL: The underlying goal of the specialized Community Resource Officer assigned to the Cortlandt precinct will be to enhance the overall safety and quality of life in the community through creative strategies that help build trusting relationships, foster behavioral modifications and deter criminal activity.

The specialized patrol, outreach, enforcement activities and deployment of this officer would be supported by a precision policing and intelligence driven patrol concept customized to the needs of the community. Through consistency and relationship building, the assigned officer will utilize a combination of tactics including proactive outreach within the community with a special focus on crime prevention, mitigating diversity gaps, supporting underprivileged segments of the community, patrol level field investigations, and condition/crime pattern analysis.

The activity of the CRO will be fluid and guided by the needs and input of the community in partnership with Town officials and the many diverse segments and stakeholders in our community.



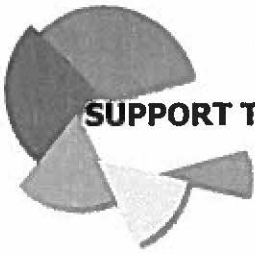
CRO. Multi-Faceted. Flexible. Community Driven.

BENEFITS: The addition of a Community Resource Officer (CRO) to the existing policing model brings a variety of strategic and localized benefits to the Town and further strengthens the community's safety net and policing services.

The Town will also benefit from the close coordination and supervision of a community policing Sergeant and Lieutenant with significant availability to the community in support of the activity of the CRO and patrol officers assigned to the Cortlandt precinct.

Some of the benefits of a CRO include:

- Directed quality of life patrols and enforcement.
- Patrol diversity and scheduling flexibility that align with PACT principles in community engagement and response to conditions in the community.
- The CRO will be afforded dynamic training to meet and exceed the multi-faceted community-oriented design of his/her position to provide greater focused attention to a variety of conditions, complaints and outreach initiatives to include but not limited to:



SUPPORT TO VULNERABLE COMMUNITIES – “PACT” COMMUNITY POLICING MODEL

The mission is to open the pathways of communication and build rapport between the individuals, families, youth, and the Westchester County Police – Cortlandt precinct officers, to promote an environment where information sharing and education will enhance the safety and well-being of all residents and police of Cortlandt.

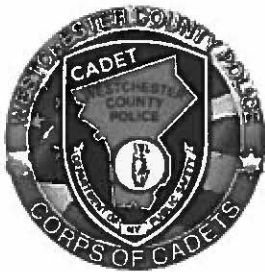


Utilizing the PACT community policing model, officers will collaborate with strategic partners including the Cortlandt Coalition, local school districts, local merchants, community organizations, Cortlandt Senior Center, Cortlandt Youth Center, Cortlandt Parks Department, Code Enforcement, Houses of Worship, community mental health crisis teams, and local government to provide the residents and police with services and training that will ensure that our goals are met and remain effective.



YOUTH OFFICER

The CRO will have specialized youth officer training and further strengthen the relationship and support our Cortlandt precinct has with the Lakeland, and Hendrick Hudson School Districts, our local School Resource Officers and all the younger members of our community.



The CRO will be involved with the WCPD Corps of Cadets and help recruit and support local youth enrolled into the program.





DOMESTIC VIOLENCE OFFICER

The CRO will be provided with specialized Domestic Violence High Risk training and assist patrol officers and detectives with assisting victims of domestic violence through follow up and resource support for court referrals, orders of protection, counseling, shelter alternatives and safety planning.

The CRO will perform domestic violence awareness outreach and utilize the tenets of the multi-pronged intervention lethality assessment program.

Studies have shown this type of Domestic Violence follow up will increase victim knowledge and utilization of services, improved perception of and relationship with the police, improved police understanding of victims and DV issues, improved community awareness of domestic violence resources and enhanced victim safety.



COMMUNITY MENTAL HEALTH CRISIS TEAM SUPPORT – PROJECT ALLIANCE

The CRO will be provided with specialized crisis intervention training and be actively engaged with Project Alliance, created by the County, to help address the needs of residents with behavioral health challenges.

The CRO will serve as a liaison between the Mobile Crisis Response Team (MCRT), Westchester County Department of Community Mental Health, Department of Social Services and the officers assigned to the Cortlandt precinct on collaborative initiatives to help provide resources and assistance to members of the community experiencing a mental health crisis.



NEIGHBORHOOD AND COMMUNITY ENGAGEMENT

A significant component of the CRO's daily activity will be focused on community engagement. The CRO will open lines of communication with neighborhoods throughout the Town of Cortlandt.

In addition to setting up community meetings at Houses of Worship and community organizations, the CRO will conduct Neighborhood "Pop Up" events to help make it easier for residents to connect with their police officers, especially those that don't have cars.

The CRO will work on youth and senior outreach, community events, crime prevention education, homeless outreach, establishing neighborhood watch programs and a Clergy Council.



CRO TRAINING:

WCPD Community Resource Officers receive specialized community policing training that best coincides with policing objectives of the communities they serve. Our community policing unit helped develop the CRO training program in 2021 which is now offered throughout New York State by the State of NY Police Juvenile Officer Association. The training is dynamic and includes:

- ▶ GUARDING THE GUARDIANS THROUGH RESPONSIVE LEADERSHIP.
- ▶ OFFICER WELLNESS.
- ▶ IMPLEMENTING AND PROMOTING THE CRO.
- ▶ COMMUNITY POLICING, COMMUNICATION AND COMMUNITY EVENTS.
- ▶ TACTICAL PERCEPTION - PROCEDURAL JUSTICE AND IMPLICIT BIAS.
- ▶ PUBLIC SPEAKING AND PRESENTATION SKILLS.
- ▶ COMMUNITY MENTAL HEALTH AND SPECIAL NEEDS COMMUNITY MEMBERS.
- ▶ SOCIAL MEDIA BOOT CAMP.
- ▶ DE-ESCALATION TECHNIQUES.
- ▶ "TEAM" PROGRAM – Together Everyone Achieves More.
- ▶ CRITICAL INCIDENT TRAINING (Mental Health Crisis Intervention).
- ▶ DOMESTIC VIOLENCE – (Lethality Assessment Program and Field Follow Ups).
- ▶ CRIME PREVENTION.
- ▶ CRITICAL INFRASTRUCTURE SECURITY.
- ▶ INSTRUCTOR DEVELOPMENT TRAINING.
- ▶ CURRENT TRENDS IN COMMUNITY POLICING.
- ▶ JUVENILE OFFICER TRAINING.

COVERAGE: The CRO will work a 40-hour work week schedule, initially 1000 x 1800 with the option of flexing the schedule to best meet the needs of the community, precinct conditions and special outreach initiatives.

COST: The cost of adding a CRO is based on the current contractual structure for policing services by the WCPD with the Town of Cortlandt. The cost for the additional officer (CRO) is \$251,991 for the 2022 fiscal year starting January 1, 2022.

SUPPORT: The CRO will be supported and supervised by a community policing Sergeant and Lieutenant.

The CRO will be an integral component of the WCPD Cortlandt precinct and community and will work closely with officers assigned to the Cortlandt precinct, our other Community and School Resource Officers, and partnering agencies, to achieve the PACT and community policing objectives for the Town.

The Community Policing Unit supervisors and CRO will collaborate and partner with the Town's leadership and officials on a continual basis in the custom implementation of this community policing strategy.

PATROL VEH.: The WCPD will provide the CRO with a patrol vehicle with specialized markings to assist in promoting and bringing greater awareness to the Town of Cortlandt's community policing initiative and Community Resource Officer.

In addition, the WCPD will honor the recommendation of Town Board members and add "Cortlandt Precinct" to the other patrol vehicles assigned to our Cortlandt Precinct as best practical with our fleet assignments.



OFFICER:

The WCPD is prepared to provide a trained CRO with Town of Cortlandt patrol experience to serve the Cortlandt community in January, 2022.

Our intention is to fill this specialized position with a familiar face, PO Deopaul Mahadeo.



Deopaul is a United States Marine Corps veteran with overseas service experience in Iraq and Afghanistan. He started his law enforcement career with the City of White Plains Police Department where he served for five years before transferring to the Westchester County Police Department. He has served our department with distinction on patrol the past three years and taken on additional responsibilities and training in community policing including patrol in our municipal precincts, ceremonial unit, Community Resource Officer, and a leadership role with our new Corps of Cadets program.

Assignment of Deopaul to the new CRO position will enable us to keep the team of officers currently assigned to the Cortlandt precinct (PO Wirth, PO Bitawi and PO Spreckman) in their current patrol duties for the Town as we start the new year.

Officer Mahadeo is excited about the prospects and development of the CRO position for the Cortlandt community and we are confident he will continue to be an asset to the policing services and team of officers we currently have assigned to the Town.

IMPLEMENTATION:

At such time that this initiative may be approved by the Town Board, correspondence will be needed to Police Commissioner Thomas A. Gleason requesting that the current policing contract with the County Police be amended to add an additional police officer trained as a Community Resource Officer for the Town's community policing strategy.

If you have any further questions, please don't hesitate to contact Sgt. Jim Dress.

WCPD Patrol Operations

Community Policing / Schools / Ceremonial Unit

Office: 914-864-7880 / Personal Cell: 845-406-0350

Jzd2@westchestergov.com

May 5, 2022

TO: Hon. Catherine Borgia, 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: ACT – IMA's with
Municipalities – Positive Youth Development Programs.

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 9, 2022 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into inter-municipal agreements ("IMAs") with the municipalities listed below (the "Municipalities"), pursuant to which the Municipalities would operate positive youth development programs (the "Programs").

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 9, 2022 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



Office of the County Executive
George Latimer

May 4, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (“County”), acting by and through its Youth Bureau, to enter into inter-municipal agreements (“IMAs”) with the municipalities listed below (the “Municipalities”), pursuant to which the Municipalities would operate positive youth development programs (the “Programs”) for the period from January 1, 2022 through December 31, 2022, for a total amount not to exceed Two Hundred Ninety Seven Thousand Four Hundred Eighty Nine and 00/100 (\$297,489) Dollars, allocated per Program and payable as follows:

Municipality	Program Name	Contract #	Contract Amount
Ardsey (Village)	Ardsey Teen Center	YTH2219	\$ 1,642.00
Bedford (Town)	Summer Employment Camp Program	YTH2220	\$ 3,241.00
Briarcliff (Village)	Summer Youth Employment	YTH2221	\$ 2,207.00
Cortlandt (Town)	Youth Employment Services	YTH2223	\$ 9,093.00
Eastchester (Town)	Youth Employment	YTH2225	\$ 8,250.00
Greenburgh (Town)	TYCC Cornerstone	YTH2226	\$ 5,570.00
	TYCC Crossroads	YTH2227	\$ 5,000.00
Harrison (Town)	Harrison Youth Council	YTH2228	\$ 4,649.00
Mamaroneck (Village)	Summer Camp	YTH2229	\$ 9,008.00
Mount Kisco (Village)	Lifeguard Youth Employment	YTH2230	\$ 2,239.00
Mount Vernon (City)	Fun Filled Summer	YTH2231	\$ 8,837.00
	Mt. Vernon Youth Services	YTH2232	\$ 20,576.00
Mt. Pleasant (Town)	Mt. Pleasant Youth Officer	YTH2233	\$ 7,061.00
New Castle (Town)	Youth Officer - New Castle	YTH2234	\$ 3,399.00
New Rochelle (City)	Potential Candidates Juvenile	YTH2235	\$ 21,889.00
	Youth Recreation	YTH2236	\$ 10,302.00
Ossining (Town)	ZUMBA	YTH2237	\$ 3,028.00
Ossining (Village)	Rec Jobs 101	YTH2238	\$ 3,677.00
Peekskill (City)	Build a Boat	YTH2239	\$ 6,011.00
	LIFT	YTH2240	\$ 12,648.00
Port Chester (Village)	Summer Youth Employment	YTH241	\$ 8,312.00
	Youth Community Forum	YTH2242	\$ 2,934.00
Rye (City)	Youth Council	YTH2243	\$ 3,159.00
Rye Brook (Village)	Youth Officer - Rye Brook	YTH2244	\$ 2,062.00
Scarsdale (Village)	Community Youth Service Project	YTH2245	\$ 3,418.00

	Youth Sports Program	YTH2246	\$ 3,688.00
Sleepy Hollow (Village)	Sleepy Hollow Summer Program	YTH2247	\$ 2,287.00
	Summer Youth Employment	YTH2256	\$ 2,713.00
Tarrytown (Village)	Summer Camp Employment	YTH2248	\$ 4,529.00
Tuckahoe (Village)	Tuckahoe Youth Services	YTH2250	\$ 2,375.00
White Plains (City)	Comprehensive Youth Alternative Projects	YTH2251	\$ 30,519.00
Yonkers (City)	Teen Recreation Center Program	YTH2252	\$ 21,384.00
	Yonkers Camp Pride/Youth Employment	YTH2253	\$ 23,727.00
Yonkers (City)	Enhanced Youth and Police Initiative Plus	YTH2257	\$ 28,314.00
Yorktown (Town)	Recreation Project	YTH2254	\$ 4,870.00
	Youth Officer - Yorktown	YTH2255	\$ 4,871.00

The County anticipates reimbursement for these Programs from the State of New York (the "State") which will qualify the County for certain State reimbursement through the Office of Children and Family Services ("OCFS") for the program year commencing January 1, 2022 and terminating December 31, 2022 for certain youth services programs and related administrative activities through a Resource Allocation Plan ("the Plan"). Upon announcement of the funding by the State, through the Plan, the County will seek authority to execute and submit to the State a resource allocation plan at that time.

The IMAs are exempt from the County Procurement policy pursuant to section 3(a) xviii thereof.

The Programs use positive youth development models to focus on providing opportunities for youth to actively acquire the skills and abilities needed to grow up to be competent, caring and healthy adults. The Programs will implement service, opportunities and supports that target specific areas of positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of Program goals and their ability to increase positive youth development. Program outcomes will be tracked and monitored by evaluation of the Programs' data; monthly, quarterly, and annual reports submitted to the County Youth Bureau, and through site visits by the County Youth Bureau Program monitor. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

The Planning Department has advised that the proposed IMAs do not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Sincerely,


George Latimer
County Executive

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Youth Bureau, to enter into inter-municipal agreements (“IMAs”) with the municipalities listed below (the “Municipalities”), pursuant to which the Municipalities would provide positive youth development programs (the “Programs”) for the period from January 1, 2022 through December 31, 2022, in an amount not to exceed Two Hundred Ninety Seven Thousand Four Hundred Eighty Nine and 00/100 (\$297,489) Dollars, allocated per Program and payable as follows:

Municipality	Program Name	Contract #	Contract Amount
Ardsley (Village)	Ardsley Teen Center	YTH2219	\$ 1,642.00
Bedford (Town)	Summer Employment Camp Program	YTH2220	\$ 3,241.00
Briarcliff (Village)	Summer Youth Employment	YTH2221	\$ 2,207.00
Cortlandt (Town)	Youth Employment Services	YTH2223	\$ 9,093.00
Eastchester (Town)	Youth Employment	YTH2225	\$ 8,250.00
Greenburgh (Town)	TYCC Cornerstone	YTH2226	\$ 5,570.00
	TYCC Crossroads	YTH2227	\$ 5,000.00
Harrison (Town)	Harrison Youth Council	YTH2228	\$ 4,649.00
Mamaroneck (Village)	Summer Camp	YTH2229	\$ 9,008.00
Mount Kisco (Village)	Lifeguard Youth Employment	YTH2230	\$ 2,239.00
Mount Vernon (City)	Fun Filled Summer	YTH2231	\$ 8,837.00
	Mt. Vernon Youth Services	YTH2232	\$ 20,576.00
Mt. Pleasant (Town)	Mt. Pleasant Youth Officer	YTH2233	\$ 7,061.00
New Castle (Town)	Youth Officer - New Castle	YTH2234	\$ 3,399.00
New Rochelle (City)	Potential Candidates Juvenile	YTH2235	\$ 21,889.00
	Youth Recreation	YTH2236	\$ 10,302.00
Ossining (Town)	ZUMBA	YTH2237	\$ 3,028.00
Ossining (Village)	Rec Jobs 101	YTH2238	\$ 3,677.00
Peekskill (City)	Build a Boat	YTH2239	\$ 6,011.00
	LIFT	YTH2240	\$ 12,648.00
Port Chester (Village)	Summer Youth Employment	YTH241	\$ 8,312.00
	Youth Community Forum	YTH2242	\$ 2,934.00
Rye (City)	Youth Council	YTH2243	\$ 3,159.00
Rye Brook (Village)	Youth Officer - Rye Brook	YTH2244	\$ 2,062.00
Scarsdale (Village)	Community Youth Service Project	YTH2245	\$ 3,418.00
	Youth Sports Program	YTH2246	\$ 3,688.00
Sleepy Hollow (Village)	Sleepy Hollow Summer Program	YTH2247	\$ 2,287.00
	Summer Youth Employment	YTH2256	\$ 2,713.00
Tarrytown (Village)	Summer Camp Employment	YTH2248	\$ 4,529.00

Tuckahoe (Village)	Tuckahoe Youth Services	YTH2250	\$ 2,375.00
White Plains (City)	Comprehensive Youth Alternative Projects	YTH2251	\$ 30,519.00
Yonkers (City)	Teen Recreation Center Program	YTH2252	\$ 21,384.00
	Yonkers Camp Pride/Youth Employment	YTH2253	\$ 23,727.00
Yonkers (City)	Enhanced Youth and Police Initiative Plus	YTH2257	\$ 28,314.00
Yorktown (Town)	Recreation Project	YTH2254	\$ 4,870.00
	Youth Officer - Yorktown	YTH2255	\$ 4,871.00

The County anticipates reimbursement for these Programs from the State of New York (the "State") which will qualify the County for certain State reimbursement through the Office of Children and Family Services ("OCFS") for the program year commencing January 1, 2022 and terminating December 31, 2022 for certain youth services programs and related administrative activities through a Resource Allocation Plan ("the Plan"). Upon announcement of the funding by the State, through the Plan, the County will seek authority to execute and submit to the State the resource allocation plan at that time.

The IMAs are exempt from the County Procurement policy pursuant to section 3(a) xviii thereof.

The Programs use positive youth development models to focus on providing opportunities for youth to actively acquire the skills and abilities needed to grow up to be competent, caring and healthy adults. The Programs will implement service, opportunities and supports that target specific areas of positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of Program goals and their ability to increase positive youth development. Program outcomes will be tracked and monitored by evaluation of the Programs' data; monthly, quarterly, and annual reports submitted to the County Youth Bureau, and through site visits by the County Youth Bureau Program monitor. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

The Planning Department has advised that the proposed IMAs do not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to enter into these IMAs. It should be noted that an

affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: _____, 20__.

White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Act for NYS OCFS Grant - IMAs with Municipalities

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 \$ 297489

Total Current Year Revenue \$ 297,489

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: Trust Acct T530: 263-11-530X-OBJ 4380, 263-11-530X-OBJ 9854

Rev Source 9734

Potential Related Operating Budget Expenses: Annual Amount \$ 297,489

Describe: New York State Office of Children & Family Services contracts with municipalities under 263-11-530X-4380

Potential Related Revenues: Annual Amount \$ 297,489

Describe: Reimbursements by the New York State Office of Children & Family Sservices.

Account: 263-11-530X-9854;

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

Current Year: \$0

Next Four years: \$0

Prepared by: Bernie Dean 

Title: Financial Administrator

Department: CEO/Youth Bureau

Reviewed By: 

Budget Director

5/4/22

If you need more space, please attach additional sheets.

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with various municipalities for the provision of positive youth development programs.

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

Section 1. The County of Westchester (“County”) is hereby authorized to enter into inter-municipal agreements (“IMAs”) with the municipalities listed below (the “Municipalities”) pursuant to which the Municipalities will provide Positive Youth Development Programs for the period from January 1, 2022 through December 31, 2022 in a total amount not to exceed of Two Hundred Ninety-Seven Thousand Four Hundred Eighty-Nine and 00/100 (\$297,489) Dollars, allocated per program and payable as follows:

Municipality	Program Name	Contract #	Contract Amount
Ardsley (Village)	Ardsley Teen Center	YTH2219	\$ 1,642.00
Bedford (Town)	Summer Employment Camp Program	YTH2220	\$ 3,241.00
Briarcliff (Village)	Summer Youth Employment	YTH2221	\$ 2,207.00
Cortlandt (Town)	Youth Employment Services	YTH2223	\$ 9,093.00
Eastchester (Town)	Youth Employment	YTH2225	\$ 8,250.00
Greenburgh (Town)	TYCC Cornerstone	YTH2226	\$ 5,570.00
	TYCC Crossroads	YTH2227	\$ 5,000.00
Harrison (Town)	Harrison Youth Council	YTH2228	\$ 4,649.00
Mamaroneck (Village)	Summer Camp	YTH2229	\$ 9,008.00
Mount Kisco (Village)	Lifeguard Youth Employment	YTH2230	\$ 2,239.00
Mount Vernon (City)	Fun Filled Summer	YTH2231	\$ 8,837.00
	Mt. Vernon Youth Services	YTH2232	\$ 20,576.00
Mt. Pleasant (Town)	Mt. Pleasant Youth Officer	YTH2233	\$ 7,061.00
New Castle (Town)	Youth Officer - New Castle	YTH2234	\$ 3,399.00
New Rochelle (City)	Potential Candidates Juvenile	YTH2235	\$ 21,889.00
	Youth Recreation	YTH2236	\$ 10,302.00
Ossining (Town)	ZUMBA	YTH2237	\$ 3,028.00
Ossining (Village)	Rec Jobs 101	YTH2238	\$ 3,677.00
Peekskill (City)	Build a Boat	YTH2239	\$ 6,011.00
	LIFT	YTH2240	\$ 12,648.00
Port Chester (Village)	Summer Youth Employment	YTH241	\$ 8,312.00
	Youth Community Forum	YTH2242	\$ 2,934.00
Rye (City)	Youth Council	YTH2243	\$ 3,159.00
Rye Brook (Village)	Youth Officer - Rye Brook	YTH2244	\$ 2,062.00

Scarsdale (Village)	Community Youth Service Project	YTH2245	\$ 3,418.00
	Youth Sports Program	YTH2246	\$ 3,688.00
Sleepy Hollow (Village)	Sleepy Hollow Summer Program	YTH2247	\$ 2,287.00
	Summer Youth Employment	YTH2256	\$ 2,713.00
Tarrytown (Village)	Summer Camp Employment	YTH2248	\$ 4,529.00
Tuckahoe (Village)	Tuckahoe Youth Services	YTH2250	\$ 2,375.00
White Plains (City)	Comprehensive Youth Alternative Projects	YTH2251	\$ 30,519.00
Yonkers (City)	Teen Recreation Center Program	YTH2252	\$ 21,384.00
	Yonkers Camp Pride/Youth Employment	YTH2253	\$ 23,727.00
Yonkers (City)	Enhanced Youth and Police Initiative Plus	YTH2257	\$ 28,314.00
Yorktown (Town)	Recreation Project	YTH2254	\$ 4,870.00
	Youth Officer - Yorktown	YTH2255	\$ 4,871.00

§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.

INTERMUNICIPAL AGREEMENT

THIS INTER MUNICIPAL AGREEMENT (“Agreement”), made the ____ day of _____, 20____, 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

INSERT NAME OF THE MUNICIPALITY, a municipal corporation of the State of New York, having an office and place of business at _____ (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 “_____” (the “Program”); and

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

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. In consideration for providing the Program, the County shall reimburse the Municipality an amount not to exceed _____ (\$_____.00) Dollars, as budgeted in accordance with Schedule “B,” which is attached hereto and made a part hereof, payable upon full contract execution and approval of the same as to form and manner by the Office of the Westchester County Attorney.

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

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

expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

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

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

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

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

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

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

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

THIRD: The term of this Agreement will commence January 1, 2022 and terminate December 31, 2022, unless terminated earlier as provided herein.

FOURTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B".

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

FIFTH: The 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.

SIXTH: 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: Insert Name and address of Municipality

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

SEVENTH: 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.

EIGHTH: 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.

NINTH: 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.

TENTH: 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.

ELEVENTH: 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.

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

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

COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

INSERT NAME OF THE MUNICIPALITY

By: _____
(Insert Name and Title)

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2022 - _____.

Approved:

Assistant County Attorney
The County of Westchester

MUNICIPAL 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

DRAFT

SCHEDULE "A"

(INSERT SCOPE OF WORK)

DRAFT

SCHEDULE "B"

(INSERT BUDGET)

DRAFT

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

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

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

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

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

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

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

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

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

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

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

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.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/3,000,000 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

This insurance shall, if it is a separate policy rather than an endorsement to an above-specified policy, name the "County of Westchester" as additional insured.

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

- a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.
- c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

DRAFT



George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

May 5, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is an Act that, if adopted by your Honorable Board, would authorize the settlement of the potential claims and causes of action of the County of Westchester (the "County") against PSH Corp., which does business as John Herbert Company, ("JHC") in connection with flooring furnished and installed by JHC (the "Work") on the 9th floor of the Mount Vernon District Office of the County's Department of Social Services (the "Site").

The Department of Public Works and Transportation ("DPW&T") informed my office that the Work was performed by JHC at the end of 2020. DPW&T also informed my office that, three weeks after the Work was completed, portions of the flooring that were furnished and installed at the Site by JHC started to warp and proceeded to fail.

DPW&T subsequently retained a certified flooring inspector, whose detailed report indicates that the failure of the flooring was due to improper installation of the flooring after an earlier chemical asbestos abatement that was performed by another County contractor.

The County has had extensive internal discussions regarding this matter, and my office has been advised that DPW&T has had as a number of discussion with JHC as well. My office was recently informed by DPW&T that JHC made an offer, and that DPW&T finds this offer acceptable.

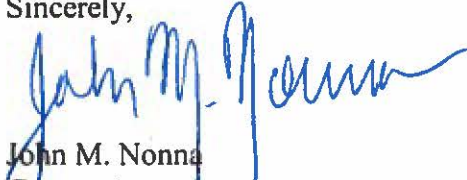
Under JHC's offer, JHC, a.) would furnish and install replacement flooring for most of the Site, and perform any necessary remedial work in other portions of the Site on an as-needed basis, as shown in the diagram attached as Exhibit 1, totaling at least \$184,915.36 in value for all goods and services, as indicated in the invoice attached as Exhibit 2. (the "Replacement Work"). b.) would provide a five (5) year warranty for the Replacement Work and the portions of the Work that would remain. under which warranty JHC would bear all costs for repair or replacement, and

with that warranty period commencing upon the completion of the Replacement Work, (the “Warranty”), and c.) would agree that the Replacement Work will be subject to all of the same contractual terms and conditions as the Work, except where those terms would conflict with or limit what is provided for in the terms of the settlement, in exchange for, a.) the County paying an amount not to exceed \$90,000.00 towards the Replacement Work, based upon the approximate cost of JHC furnishing and applying specialized materials, which were not used for the Work and which are supposed to ensure proper installation through the Replacement Work, and with JHC bearing all costs for the Replacement Work in excess of \$90,000.00, and b.) the County releasing JHC from further liability under the County’s known and existing potential claims and causes of action regarding the Work, but not releasing JHC from any new or future claims and causes of action, including, without limitation, claims under the Warranty.

The proposed amendment does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. No environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I respectfully recommend your Honorable Board’s approval of the attached Act.

Sincerely,



John M. Nonna
County Attorney

JMN/bdm/nn

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

Your Committee is in receipt of a communication from the County Attorney recommending the approval of an Act that, if adopted by your Honorable Board, would authorize the settlement of the potential claims and causes of action of the County of Westchester (the “County”) against PSH Corp., which does business as John Herbert Company, (“JHC”) in connection with flooring furnished and installed by JHC (the “Work”) on the 9th floor of the Mount Vernon District Office of the County’s Department of Social Services (the “Site”).

The County Attorney has advised your Committee that the Department of Public Works and Transportation (“DPW&T”) informed his office that the Work was performed by JHC at the end of 2020. The County Attorney has advised your Committee that DPW&T also informed his office that, three weeks after the Work was completed, portions of the flooring that were furnished and installed at the Site by JHC started to warp and proceeded to fail.

The County Attorney has advised your Committee that DPW&T subsequently retained a certified flooring inspector, whose detailed report indicates that the failure of the flooring was due to improper installation of the flooring after an earlier chemical asbestos abatement that was performed by another County contractor.

The County Attorney has advised your Committee that the County has had extensive internal discussions regarding this matter, and his office has been advised that DPW&T has had as a number of discussion with JHC as well. The County Attorney has advised your Committee

that his office was recently informed by DPW&T that JHC made an offer, and that DPW&T finds this offer acceptable.

The County Attorney has advised your Committee that, under JHC's offer, JHC, a.) would furnish and install replacement flooring for most of the Site, and perform any necessary remedial work in other portions of the Site on an as-needed basis, as shown in the diagram attached as Exhibit 1, totaling at least \$184,915.36 in value for all goods and services, as indicated in the invoice attached as Exhibit 2, (the "Replacement Work"), b.) would provide a five (5) year warranty for the Replacement Work and the portions of the Work that would remain, under which warranty JHC would bear all costs for repair or replacement, and with that warranty period commencing upon the completion of the Replacement Work, (the "Warranty"), and c.) would agree that the Replacement Work will be subject to all of the same contractual terms and conditions as the Work, except where those terms would conflict with or limit what is provided for in the terms of the settlement, in exchange for, a.) the County paying an amount not to exceed \$90,000.00 towards the Replacement Work, based upon the approximate cost of JHC furnishing and applying specialized materials, which were not used for the Work and which are supposed to ensure proper installation through the Replacement Work, and with JHC bearing all costs for the Replacement Work in excess of \$90,000.00, and b.) the County releasing JHC from further liability under the County's known and existing potential claims and causes of action regarding the Work, but not releasing JHC from any new or future claims and causes of action, including, without limitation, claims under the Warranty.

Your Committee concurs with the conclusion that the proposed amendment does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Accordingly, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that the adoption of the proposed Act requires an affirmative vote of a majority of the members of your Honorable Board.

After due consideration, your Committee recommends adoption of the proposed Act.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: MVDO Settlement

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 90,000

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 101-22-5000-5700-4200

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: Gideon Grande

Title: Deputy Director

Department: Budget

Date: May 5, 2022

Reviewed By: 

Budget Director

Date: 5/5/22

ACT NO. 2022 - _____

AN ACT authorizing the County Attorney to settle the potential claims and causes of action of the County of Westchester against PSH Corp. in connection with flooring furnished and installed by PSH Corp. on the 9th floor of the Mount Vernon District Office of the County's Department of Social Services.

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

Section 1. The County Attorney is hereby authorized to settle the potential claims and causes of action of the County of Westchester (the "County") against PSH Corp., which does business as John Herbert Company, ("JHC") in connection with flooring furnished and installed by JHC (the "Work") on the 9th floor of the Mount Vernon District Office of the County's Department of Social Services (the "Site"), on the following settlement terms:

JHC, a.) shall furnish and install replacement flooring for most of the Site, and perform any necessary remedial work in other portions of the Site on an as-needed basis, as shown in the diagram attached as Exhibit 1, totaling at least \$184,915.36 in value for all goods and services, as indicated in the invoice attached as Exhibit 2, (the "Replacement Work"), b.) shall provide a five (5) year warranty for the Replacement Work and the portions of the Work that would remain, under which warranty JHC would bear all costs for repair or replacement, and with that warranty period commencing upon the completion of the Replacement Work, (the "Warranty"), and c.) shall agree that the Replacement Work will be subject to all of the same contractual terms and conditions as the Work, except where those terms would conflict with or limit what is provided for in the terms of the settlement, in exchange for, a.) the County paying an amount not to exceed \$90,000.00 towards the Replacement Work, and with JHC bearing all costs for the Replacement Work in excess of \$90,000.00, and b.) the County releasing JHC from further liability under the County's known and existing potential claims and causes of action regarding the Work, but not releasing JHC from any new or future claims and causes of action, including, without limitation, claims under the Warranty.

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

§3. This Act shall take effect immediately.

EXHIBIT 1

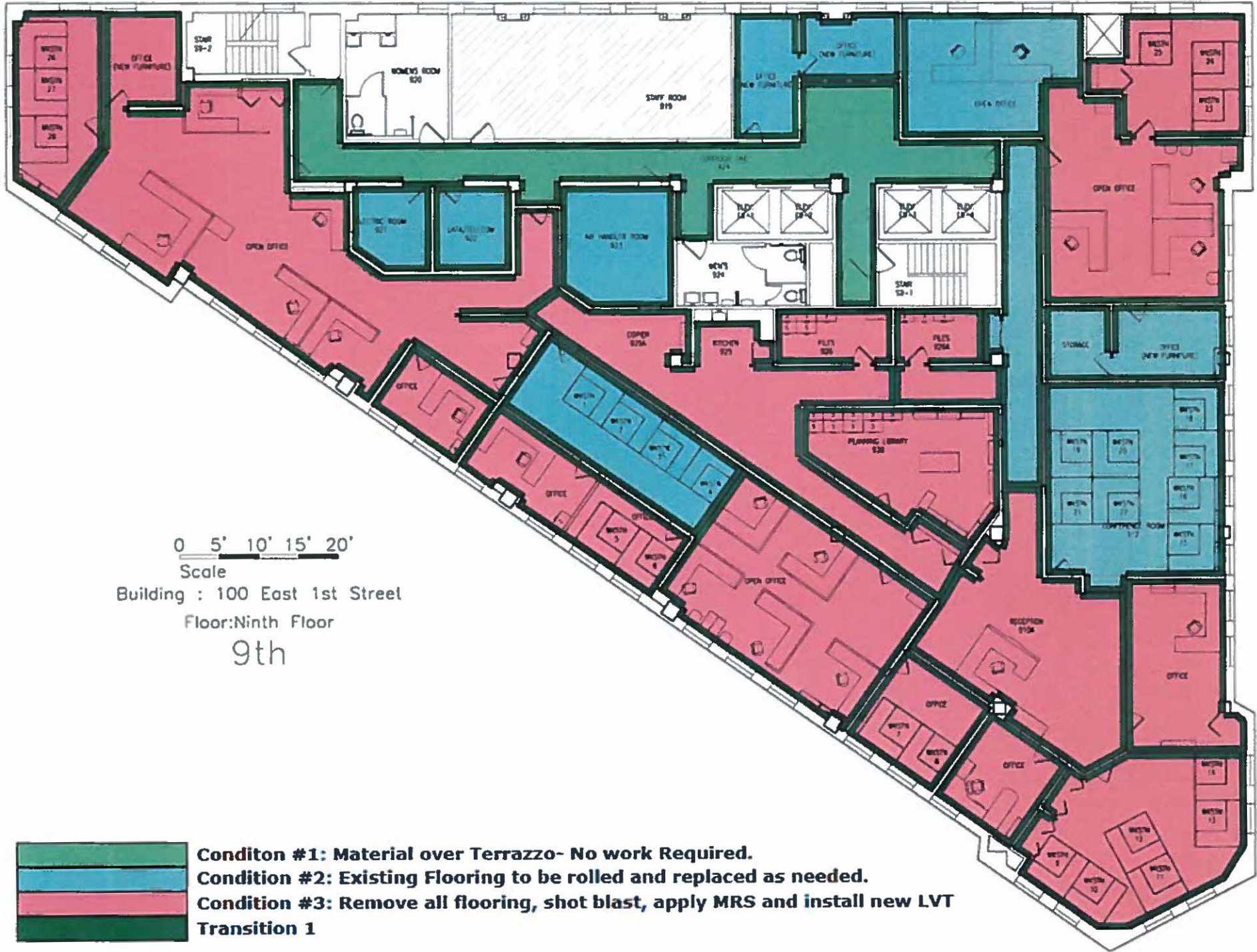


EXHIBIT 2

Quantity	Unit of Measure	Description	Unit Price	Extension
6,200	Sq. ft.	Labor to remove and dispose of existing LVT identified for Replacement. (Mohawk State Contract)	\$ 2.04	\$12,648.00
6,200	Sq. Ft.	Labor for Conventional Furniture moving (Medium) to allow for installation. (Mohawk State Contract)	\$ 0.79	\$4,898.00
6,200	sq. ft.	LR-57: Labor and Equipment to Shot blast concrete & Supply & Install Mapei Planiseal VS. (Tarkett State Contract)	\$ 10.41	\$64,542.00
6,200	sq. ft.	LR-48: Labor and material to Prime with Mapei Primer and top with Mapei Nova Plan 2 Plus @ 1/4" (Tarkett state contract)	\$ 4.21	\$26,102.00
6,550	sq. ft.	Supply Mohawk Luxury Vinyl Plank(7.25" x 48"): Hit the Mark/C0095, Color: Target 852. (Mohawk State Contract)	\$ 5.58	\$36,549.00
6,550	sq. ft.	Labor Charge to install Mohawk Luxury Vinyl Plank (Mohawk State Contract)	\$ 3.90	\$25,545.00
8	4 gallon pails	Supply Mapei Ultra Bond ECO 373 adhesive.	\$165.72	\$1,325.76
1,520	ln. ft.	Furnish and Install 4" Base (Mohawk State Contract)	\$ 5.28	<u>\$13,305.60</u>
		Preferred Option Total - Mechanical Preparation:		<u>\$ 184,915.36</u>

[NO FURTHER TEXT ON THIS PAGE]