

## Budget & Appropriations

## **Meeting Agenda**

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

Monday, July 11, 2022

10:00 AM

Committee Chair: Vedat Gashi

**Committee Room** 

## CALL TO ORDER

Meeting jointly with the Committees on Law & Major Contracts, Parks & Recreation, Public Works & Transportation, and Seniors & Youth

## MINUTES APPROVAL

Monday, May 2, 2022 at 10:00 AM Minutes

## I. ITEMS FOR DISCUSSION

#### 1. <u>2022-376</u> PH - WCC 2022-2023 Budget

A RESOLUTION to set a Public Hearing on an ACT adopting the Westchester Community College Budget for 2022-2023 and making appropriations for the operation of Westchester Community College. [Public Hearing set for \_\_\_\_\_, 2022 at \_\_\_\_\_\_.m.]

#### 2. <u>2022-377</u> WCC Budget 2022-2023 Suspension of Rules

A RESOLUTION suspending certain Rules of the Board of Legislators solely with regard to the proposed 2021-2022 Westchester Community College Budget.

#### 3. 2022-378 WCC Budget 2022-2023 Public Hearing Rules

A RESOLUTION adopting Rules for the Westchester Community College proposed 2022-2023 Budget Public Hearing.

#### 4. <u>2022-359</u> <u>ACT - Enter into Agreement - Board of Ethics</u>

AN ACT authorizing the County to enter into an agreement with Steven G. Leventhal to serve as both independent consultant and special counsel to the Westchester County Board of Ethics for a three (3) year term commencing on August 1, 2022 and continuing through July 31, 2025 for an amount not-to-exceed NINETY THOUSAND (\$90,000) DOLLARS. COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

Joint with LMC. Guests: LAW County Attorney John Nonna Deputy County Attorney Justin Adin

#### 5. <u>2022-367</u> <u>ACT - Civil Litigation to Void Lease</u>

AN ACT authorizing the County of Westchester to settle the pending action County of Westchester v. Proteus On-Demand Facilities, LLC. COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS

Joint with LMC. Guest: LAW Assistant County Attorney Sean Carey

#### 6. <u>2022-320</u> BOND ACT-RP028-Playland Structural Restoration

A BOND ACT authorizing the issuance of TWENTY-NINE MILLION (\$29,000,000) DOLLARS in bonds of Westchester County to finance Capital Project RP028 - Playland Structural Restoration.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PARKS & RECREATION

Joint with P&R and PW&T. Guests: Department of Parks & Recreation Commissioner Kathleen O'Connor First Deputy Commissioner Peter Tartaglia Program Coordinator Ken Uhle

Department of Public Works & Transportation First Deputy Commissioner Gayle Katzman Principal Architect Jim Antonaccio Director of Design Coordination (Civil) Scott Donnelly

David DeLuca, PE, DBIA Principal / DB Practice Lead Hardesty & Hanover, LLC

#### 7. 2022-304 BOND ACT(Amended)-RGI04-Glen Island Bridge Rehabilitation III

A BOND ACT (Amended) authorizing the issuance of additional bonds of Westchester County in the amount of FOUR MILLION, ONE HUNDRED TWENTY-FIVE THOUSAND (\$4,125,000) DOLLARS to finance Capital Project RG104 - Glen Island Bridge Rehabilitation III.

## COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, PUBLIC WORKS & TRANSPORTATION AND PARKS & RECREATION

Joint with P&R and PW&T. Guests: Department of Parks & Recreation Commissioner Kathleen O'Connor First Deputy Commissioner Peter Tartaglia Program Coordinator Ken Uhle

Department of Public Works & Transportation First Deputy Commissioner Gayle Katzman Principal Architect Jim Antonaccio Director of Design Coordination (Civil) Scott Donnelly

David DeLuca, PE, DBIA Principal / DB Practice Lead Hardesty & Hanover, LLC

#### 8. 2022-355 PH-Amend Lease Agreement-Brook Shopping Centers, LLC

A RESOLUTION to set a Public Hearing on "A LOCAL LAW authorizing the County of Westchester, acting by and through the Westchester Community College ("WCC"), to amend the lease agreement with Brooks Shopping Centers, LLC ("Landlord") for space located at the Cross County Shopping Center, Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed NINE HUNDRED THOUSAND (\$900,000) DOLLARS for work required by WCC to be able to operate as a 21st century facility."

#### COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

Joint with PW&T. Guests: Westchester Community College President Dr. Belinda Miles, Vice-President Brian Murphy, Dr. Shawn Brown, Rob Cirillo, Anthony Scordino, Stewart Glass

#### 9. <u>2022-356</u> <u>LOCAL LAW-Amend Lease Agreement-Brooks Shopping Centers,</u> LLC

A LOCAL LAW authorizing the County of Westchester, acting by and through the Westchester Community College ("WCC"), to amend the lease agreement with Brooks Shopping Centers, LLC ("Landlord") for space located at the Cross County Shopping Center, Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed NINE HUNDRED THOUSAND (\$900,000) DOLLARS for work required by WCC to be able to operate as a 21st century facility.

## COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION

Joint with PW&T.

Guests: Westchester Community College President Dr. Belinda Miles, Vice-President Brian Murphy, Dr. Shawn Brown, Rob Cirillo, Anthony Scordino, Stewart Glass

#### 10. <u>2022-337</u> <u>IMA-Capacity Improvements Projects-Municipalities</u>

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with certain municipalities for youth bureau capacity improvements, for the period commencing retroactively on January 1, 2022 and expiring on December 31, 2022 for a total aggregate amount not to exceed FIVE HUNDRED THOUSAND (\$500,000) DOLLARS.

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

Joint with S&Y. Guests: Youth Bureau Executive Director Dr. DaMia Harris-Madden Financial Administrator Bernie Dean

## **II. OTHER BUSINESS**

## III. RECEIVE & FILE

ADJOURNMENT

#### RESOLUTION -2022

#### TO THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK

WHEREAS, the County Charter requires that a public hearing with respect to the proposed 2022-2023 Westchester Community College Budget be held at which persons may be heard for or against the items as presented in said Budget or any items thereof, THEREFORE BE IT

**RESOLVED,** that, in accordance with the provisions of the Westchester County Charter, a public hearing be held on <u>Monday, August 1, 2022 at 10:30 am</u> in the Chambers of the Westchester County Board of Legislators, which is located at 148 Martine Avenue, 8<sup>th</sup> Floor in White Plains, NY, and **BE IT FURTHER** 

**RESOLVED,** that the *JOURNAL NEWS* (All Westchester Editions), and *WESTCHESTER HISPANO* (All Westchester Editions), are hereby designated as the newspapers in which to publish the Notice of Public Hearing as aforesaid.

Dated: White Plains, New York

#### **COMMITTEE ON BUDGET & APPROPRIATIONS**

## TO THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK

### BE IT

**RESOLVED**, that Rules 9 and 11 of the Rules of Westchester County Board of Legislators, Resolution No. 26-1992 (as amended by Resolution 101-1998), be suspended solely and exclusively with regard to the 2022/2023 proposed Westchester Community College Budget, and **BE IT FURTHER** 

**RESOLVED**, that items may be presented orally and with majority consent.

Dated: White Plains, New York

## **COMMITTEE ON BUDGET & APPROPRIATIONS**

#### RESOLUTION -2022

#### TO THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK

### BE IT

**RESOLVED,** that the following rules be and are hereby adopted for the conduct of the public hearing concerning the Proposed 2022/2023 Westchester Community College Budget:

- 1. Anyone may submit a written statement in advance which will be included in the record.
- 2. Online registration to speak will begin at 9:00 a.m.
- 3. Speakers will be called in the order of registration.
- 4. Speakers shall be limited to three (3) minutes. At the discretion of the Chair, a speaker may be given the opportunity to speak a second time after everyone has had the opportunity to speak once.

Dated: White Plains, New York

## **COMMITTEE ON BUDGET & APPROPRIATIONS**



George Latimer County Executive

Department of Law

John M. Nonna County Attorney

June 23, 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 is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an agreement with Steven G. Leventhal ("Mr. Leventhal"), pursuant to which Mr. Leventhal will serve as both independent consultant and special counsel to the Westchester County Board of Ethics (the "BOE"), in an "of Counsel" capacity to the County Attorney, for a term commencing on August 1, 2022 and continuing through July 31, 2025, at a cost not-to-exceed \$90,000.00 (the "Agreement").

By way of background, in 2010 the Office of the New York State Comptroller (the "Comptroller") recommended that the County undertake certain actions to improve the administration of its Code of Ethics (the "Code"), such as verifying that all reporting individuals file completed financial disclosure statements and reviewing such financial disclosure statements to detect and prevent conflicts of interest.

In an effort to effectuate the Comptroller's recommendations, on September 6, 2011 your Honorable Board adopted Local Law 10-2011, which was codified in Chapters 192 and 883 of the Laws of Westchester County. Chapter 883, § 883.91, required, *inter alia*, that the BOE hire an "independent consultant" to (1) review all annual financial disclosure statements to consider whether County officers and employees are in compliance with the Code, or have any financial involvement or outside employment in a business or organization that may impair their ability to fairly and impartially perform their duties as County officers or employees; (2) create a draft intra-agency report for the BOE regarding any potential non-compliance or conflicts of interest; and (3) create a draft master list of County vendors, contractors, and consultants (the "Services"). It should be noted that by Local Law No. 15-2021, adopted on March 22, 2021, your Honorable Board repealed the former Chapters 192 and 883 and enacted a new Chapter 883, which sets forth a clear and comprehensive code of ethics in order to ensure both the reality and appearance of integrity in County government.

Thereafter, on April 11, 2014, the BOE issued a Request for Quotes and Qualifications ("RFQ") inviting qualified candidates to submit their qualifications and a price proposal to provide the Services of the independent consultant as required by the former § 883.91. By letter

dated May 8, 2014, Mr. Leventhal submitted his qualifications and a price proposal to the BOE to perform the Services (the "Proposal Letter"). Following a review of the Proposal Letter by the BOE, Mr. Leventhal was selected to perform the Services under a "short form" contract for the period from August 1, 2014 through July 31, 2015 for an amount not-to-exceed \$20,000.

Thereafter, a second "short form" contract was entered into between the County and Mr. Leventhal for the provision of Services for the period from August 1, 2015 through July 31, 2016, followed by two (2) additional "short form" contracts for the periods August 1, 2016 through July 31, 2017 and August 1, 2017 through July 31, 2018, respectively. It should be noted that an exemption from procurement pursuant Section 3(a) xxi of the County Procurement Policy was granted by the Board of Acquisition & Contract for each successive short form contract, as the exemption was deemed to be in the best interest of the County.

Thereafter, on October 1, 2018 by Act No. 2018-163, your Honorable Board authorized the County to enter into an agreement with Mr. Leventhal to serve as both independent consultant and special counsel to the BOE for a term commencing retroactive to August 1, 2018 and continuing through July 31, 2019 for an amount not-to-exceed \$60,000 payable at the rate of \$275 per hour plus expenses.

Most recently, on May 20, 2019 by Act No. 2019-98, your Honorable Board authorized the County to enter into an agreement with Mr. Leventhal to serve as both independent consultant and special counsel to the BOE for a term commencing on August 1, 2019 and continuing through July 31, 2022 for an amount not-to-exceed \$150,000 payable at the rate of \$275 per hour plus expenses.

In anticipation of the expiration of the current Agreement with Mr. Leventhal on July 31, 2022, the BOE now seeks the authority of your Honorable Board to enter into a new three (3) year agreement with Mr. Leventhal to serve as both independent consultant and special counsel to the BOE for a term commencing on August 1, 2022 and continuing through July 31, 2025.

In his capacity as independent consultant to the BOE, Mr. Leventhal will continue to perform the Services that were required by the former § 883.91 and are now required under Section 883.304(j). In his capacity as special counsel to the BOE, Mr. Leventhal will continue to perform the following additional services: assist the BOE in exploring the feasibility of electronic filing of Annual Statements of Financial Disclosure; prepare a Plain Language Guide to the County Code of Ethics to be printed and available for use in the annual ethics training session and for distribution to all employees and posted on the County website; conduct ethics training sessions as required by Chapter 883; coordinate the development of a link to a BOE page on the County website, and assist the BOE's Secretary in posting information and materials to the webpage; attend meetings of the BOE and provide ethics advice and guidance to the BOE and to County officers and employees, as requested; draft advisory opinions for the BOE and the Office of the County Attorney; develop due process procedures for investigations conducted by the BOE; assist the BOE in conducting investigations and administrative hearings; assist the Chair of the BOE at the conclusion of investigations conducted by the BOE, with drafting findings of fact and conclusions of law for consideration and adoption by the BOE; advise on records access for the BOE and serve as records access officer for the BOE (the "Additional Services").

In consideration for performing both the Services and the Additional Services under the Agreement, Mr. Leventhal shall be paid at the hourly rate of \$295.00, plus reasonable and necessary out-of-pocket expenses (including but not limited to mailing costs, copying and tolls, but excluding mileage, lodging and meals), not-to-exceed the aggregate sum of \$90,000.00, payable monthly upon receipt of an invoice.

It should be noted that in light of Mr. Leventhal's expertise and experience in the field of government ethics, including numerous lectures, training sessions and publications on the topic, as well 8 years of experience working with the BOE, the County Attorney's Office will again seek a "best interest" exemption pursuant Section 3(a) xxi of the County Procurement Policy, from the County Board of Acquisition & Contract in connection with the proposed Agreement.

The Planning Department has advised that based on its review, the proposed agreement does 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.

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

John M. Nonna

JMN/JPG/jpg

#### HONORABLE BOARD OF LEGISLATORS THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Attorney recommending the enactment of an Act which, if adopted by this Honorable Board, would authorize the County of Westchester (the "County") to enter into an agreement with Steven G. Leventhal ("Mr. Leventhal"), pursuant to which the Mr. Leventhal will serve as both independent consultant and special counsel to the Westchester County Board of Ethics (the "BOE"), in an "of Counsel" capacity to the County Attorney, for a term commencing on August 1, 2022 and continuing through July 31, 2025 at a cost not-to-exceed \$90,000.00 (the "Agreement").

Your Committee is advised that in 2010, the Office of the New York State Comptroller (the "Comptroller") recommended that the County undertake certain actions to improve the administration of its Code of Ethics (the "Code"), such as verifying that all reporting individuals file completed financial disclosure statements and reviewing such financial disclosure statements to detect and prevent conflicts of interest.

In an effort to effectuate the Comptroller's recommendations, on September 6, 2011 your Honorable Board adopted Local Law 10-2011, which was codified in Chapters 192 and 883 of the Laws of Westchester County. Chapter 883, § 883.91, required, *inter alia*, that the BOE hire an "independent consultant" to (1) review all annual financial disclosure statements to consider whether County officers and employees are in compliance with the Code, or have any financial involvement or outside employment in a business or organization that may impair their ability to fairly and impartially perform their duties as County officers or employees; (2) create a draft intra-agency report for the BOE regarding any potential non-compliance or conflicts of interest; and (3) create a draft master list of County vendors, contractors, and consultants (the "Services"). Your Committee notes that by Local Law No. 15-2021, adopted on March 22, 2021, your Honorable Board repealed the former Chapters 192 and 883 and enacted a new Chapter 883, which sets forth a clear and comprehensive code of ethics in order to ensure both the reality and appearance of integrity in County government.

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provide the Services of the independent consultant as required by the former § 883.91. By letter dated May 8, 2014, Mr. Leventhal submitted his qualifications and a price proposal to the BOE to perform the Services (the "Proposal Letter"). Following a review of the Proposal Letter by the BOE, Mr. Leventhal was selected to perform the Services under a "short form" contract for the period from August 1, 2014 through July 31, 2015 for an amount not-to-exceed \$20,000.

Thereafter, a second "short form" contract was entered into between the County and Mr. Leventhal for the provision of Services for the period from August 1, 2015 through July 31, 2016, followed by two (2) additional "short form" contracts for the periods August 1, 2016 through July 31, 2017 and August 1, 2017 through July 31, 2018, respectively. Your Committee is advised that an exemption from procurement pursuant Section 3(a) xxi of the County Procurement Policy was granted by the Board of Acquisition & Contract for each successive short form contract, as the exemption was deemed to be in the best interest of the County.

Thereafter, on October 1, 2018 by Act No. 2018-163, your Honorable Board authorized the County to enter into an agreement with Mr. Leventhal to serve as both independent consultant and special counsel to the BOE for a term commencing retroactive to August 1, 2018 and continuing through July 31, 2019 for an amount not-to-exceed \$60,000 payable at the rate of \$275 per hour plus expenses.

Most recently, on May 20, 2019 by Act No. 2019-98, your Honorable Board authorized the County to enter into an agreement with Mr. Leventhal to serve as both independent consultant and special counsel to the BOE for a term commencing on August 1, 2019 and continuing through July 31, 2022 for an amount not-to-exceed \$150,000 payable at the rate of \$275 per hour plus expenses.

In anticipation of the expiration of the current agreement with Mr. Leventhal on July 31, 2022, the BOE now seeks the authority of your Honorable Board to enter into a new three (3) year agreement with Mr. Leventhal to serve as both independent consultant and special counsel to the BOE for a term commencing on August 1, 2022 and continuing through July 31, 2025.

Your Committee is advised that in his capacity as independent consultant to the BOE, Mr. Leventhal will continue to perform the Services that were required by former § 883.91 and are now required under Section 883.304(j). In his capacity as special counsel to the BOE, Mr. Leventhal will continue to perform the following additional services: assist the BOE in exploring the feasibility of electronic filing of Annual Statements of Financial Disclosure; prepare a *Plain Language Guide to the County Code of Ethics* to be printed and available for use in the annual ethics training session and for distribution to all employees and posted on the County website; conduct ethics training sessions as required by Chapter 883; coordinate the development of a link to a BOE page on the County website, and assist the BOE's Secretary in posting information and materials to the webpage; attend meetings of the BOE and provide ethics advice and guidance to the BOE and to County officers and employees, as requested; draft advisory opinions for the BOE and the Office of the County Attorney; develop due process procedures for investigations conducted by the BOE; assist the BOE in conducting investigations and administrative hearings; assist the Chair of the BOE at the conclusion of investigations conducted by the BOE; advise on records access for the BOE and serve as records access officer for the BOE (the "Additional Services").

In consideration for performing the Services and the Additional Services under the Agreement, Mr. Leventhal shall be paid at the hourly rate of \$295.00, plus reasonable and necessary out-of-pocket expenses (including but not limited to, mailing costs, copying and tolls, but excluding mileage, lodging and meals), not-to-exceed the aggregate sum of \$90,000.00, payable monthly upon receipt of a bill.

Your Committee is advised that in light of Mr. Leventhal's expertise and experience in the field of government ethics, including numerous lectures, training sessions and publications on the topic, as well as 8 years of experience working with the BOE, the County Attorney's Office will again seek a "best interest" exemption pursuant Section 3(a) xxi of the County Procurement Policy, from the County Board of Acquisition & Contract in connection with the proposed Agreement.

The Planning Department has advised that based on its review, the proposed agreement does 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. An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

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

Dated: , 2022 White Plains, New York

COMMITTEE ON

c:jpg

## **FISCAL IMPACT STATEMENT**

SUBJECT:	Board of Ethics -Steven G. Leventhal NO FISCAL IMPACT PROJECTED									
OPERATING BUDGET IMPACT To Be Completed by Submitting Department and Reviewed by Budget										
SECTION A - FUND										
<b>X</b> GENERAL FUND	AIRPORT FUND									
SECTION B - EXPENSES AND REVENUES										
Total Current Year Expense     \$     12,500										
Total Current Year Re	venue _\$									
Source of Funds (chec	k one): X Current Appropriations Transfer of Existing Appropriations									
Additional Appropriations Other (explain)										
Identify Accounts:	101_18_ 1000_4923									
Potential Related Ope	erating Budget Expenses: Annual Amount \$30,000									
Describe:	An act authorizing the County to enter into an agreement with Steven G. Leventhal									
to serve as both i	independent consultant and special counsel to the Westchester County Board of									
Ethics for a three	year term, commencing on 8/1/22 through 7/31/25 for a NTE amount of \$90,000.00.									
Potential Related Ope	erating Budget Revenues: Annual Amount N/A									
Describe:										
Anticipated Savings to	o County and/or Impact on Department Operations:									
Current Year:	N/A									
	- <u> </u>									
Next Four Years:	N/A									
-	5. 6.									
Prepared by:	Patricia Haggerty									
Title:	Sr. Budget Analyst Reviewed By:									
Department:	Budget Budget Director									
Date:	June 10, 2022 Date: 6/13/23									

AN ACT authorizing the County to enter into an agreement with Steven G. Leventhal to serve as both independent consultant and special counsel to the Westchester County Board of Ethics, for a three (3) year term commencing on August 1, 2022 and continuing through July 31, 2025 for an amount not-to-exceed \$90,000.00.

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an agreement with Steven G. Leventhal ("Mr. Leventhal") pursuant to which Mr. Leventhal will serve as both independent consultant and special counsel to the Westchester County Board of Ethics ("BOE"), in an "of Counsel" capacity to the County Attorney, for a three (3) year term commencing on August 1, 2022 and continuing through July 31, 2025 (the "Agreement").

§2. In his capacity as independent consultant, Mr. Leventhal shall (1) review all annual financial disclosure statements to consider whether County officers and employees are in compliance with the Westchester County Code of Ethics, or have any financial involvement or outside employment in a business or organization that may impair their ability to fairly and impartially perform their duties as County officers or employees; (2) create a draft intra-agency report for the BOE regarding any potential non-compliance or conflicts of interest; and (3) create a draft master list of County vendors, contractors, and consultants.

**§3.** In his capacity as special counsel, Mr. Leventhal will perform the following additional services: assist the BOE in exploring the feasibility of electronic filing of Annual Statements of Financial Disclosure; prepare a *Plain Language Guide to the County Code of Ethics* to be printed and available for use in the annual ethics training session and for distribution to all employees and posted on the County website; conduct ethics training

sessions as required by Chapter 883; coordinate the development of a link to a BOE page on the County website, and assist the BOE's Secretary in posting information and materials to the webpage; attend meetings of the BOE and provide ethics advice and guidance to the BOE and to County officers and employees, as requested; draft advisory opinions for the BOE and the Office of the County Attorney; develop due process procedures for investigations conducted by the BOE; assist the BOE in conducting investigations and administrative hearings; assist the Chair of the BOE at the conclusion of investigations conducted by the BOE, with drafting findings of fact and conclusions of law for consideration and adoption by the BOE; advise on records access for the BOE and serve as records access officer for the BOE

§4. In consideration for the aforesaid services to be rendered by Mr. Leventhal to the County under the Agreement, the County shall be authorized to pay Mr. Leventhal at the hourly rate of \$295.00, plus reasonable and necessary out-of-pocket expenses (including but not limited to mailing costs, copying and tolls, but excluding mileage, lodging and meals), not-to-exceed the aggregate sum of \$90,000.00, payable monthly upon receipt of a bill.

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

§6. This Act shall take effect immediately.

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LAW

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereafter the "County")

and

STEVEN G. LEVENTHAL, having an office and principal place of business at 15 Remsen Avenue, Roslyn, New York 11576

(hereafter the "Consultant")

## WITNESSETH:

**<u>FIRST</u>**: The Consultant shall serve as independent consultant and special counsel (Ethics) to the Westchester County Board of Ethics ("Board"), in an "of Counsel" capacity to the County Attorney, as more fully described in Schedule "A", attached hereto and made a part hereof (hereinafter the "Work").

**SECOND:** The term of this Agreement shall be for a period of three (3) years commencing on August 1, 2022 and continuing through July 31, 2025, unless terminated earlier pursuant to the provisions of this Agreement.

The Consultant shall report to the County on its progress toward completing the Work, as the Chair of the Board (the "Chair") or the Westchester County Attorney (the "County Attorney") may request, and shall immediately inform the Chair and/or the County Attorney in writing of any cause for delay in the performance of its obligations under this Agreement.

The Consultant shall properly maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall be submitted on a monthly basis. This log shall include, but not be limited to, the following:

- 1. Date.
- 2. Nature of service rendered.
- 3. Required time expended.

THIRD: In consideration for the Work to be performed pursuant to Paragraph "FIRST," the Consultant shall be paid at the rate of Two Hundred Ninety-Five (\$295.00) Dollars per hour, plus reasonable and necessary out-of-pocket expenses (including but not limited to mailing costs, copying and tolls, but excluding mileage, lodging and meals), not to exceed the aggregate sum of NINETY THOUSAND (\$90,000.00) Dollars, payable monthly upon receipt of an invoice.

Any and all requests for payment shall be submitted by the Consultant on properly executed payment vouchers of the County and paid only after approval by the Chair. All payment vouchers must contain the Contract Number <u>LAW</u>, be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall *final* payment be made to the Consultant prior to completion of all Work and the approval of same by the Chair.

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

**FOURTH: PERFORMANCE MEASUREMENT**. The Consultant acknowledges and agrees that it **shall participate** in the measurement of its performance under this Agreement, as follows:

(a) The Consultant shall provide the County with detailed written annual reports outlining the Consultant's progress in achieving the Targets/Outcomes set forth in the Scope of Work in order to enable the County to assess the level and type of services provided, as well as the dedication and/or expenditure of the funding provided by the County for those purposes to date; and

(b) In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Consultant's performance under this Agreement. Such audit may include requests for documentation or other information which the Chair may, in his/her discretion, deem necessary and appropriate to verify the information provided by the Consultant as required by subsection (a), above. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Consultant's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

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

It is recognized and understood by the Consultant that as part of the County's right to audit the Consultant to substantiate the basis for payment, the County has the right to audit the performance of the terms of this contract by the Consultant. Towards this end, the County may request documentation from the Consultant to verify performance of the terms of this Agreement, which the Consultant shall provide. The County may also make site visits to the location(s) where the work is being performed to both review the Consultants' records and observe the performance of the contract.

**SIXTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the

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amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant 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 Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

VENDOR DIRECT PAYMENT: All payments made by the County to SEVENTH: the Consultant will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "B". Payments will be automatically credited to the Consultant's designated bank account at the Consultant's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Consultant to the Department of Finance prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Consultant that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

**EIGHTH:** (a) The County, upon ten (10) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered and reasonable and necessary expenses incurred under this Agreement prior to the effective date of termination at the rate specified in paragraph "THIRD" above. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Consultant shall stop work immediately and incur no further costs or expenses in furtherance of this Agreement without the express approval of the Chair, and the Consultant shall direct any approved subconsultants to do the same.

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

(b) In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Consultant 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 Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Without limiting the foregoing, upon written notice to the Consultant, repeated breaches by the Consultant of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

**NINTH:** The Consultant 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 Consultant 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 Consultant shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage,

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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 Consultant or third parties under the direction or control of the Consultant; 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 Consultant 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 Consultant 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.

**TENTH:** (a) The Consultant represents that, as a material element of this agreement, and prior to the rendering of any services to the County, it has filed with the Westchester County Clerk an instrument in the form attached hereto as Schedule "D". In addition, the Consultant hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

(b) The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from, the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled, or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

**ELEVENTH:** The Consultant expressly agrees that neither it nor any Consultant, subconsultant, 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,

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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 Consultant 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.

**TWELFTH:** The Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Consultant as an employer of labor. The Consultant shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the Work hereunder.

THIRTEENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "E" is a questionnaire entitled "Business Enterprises Owned and Controlled by Persons of Color or Women" which the Consultant agrees to complete.

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

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

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

FIFTEENTH: The Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Consultant shall not subcontract any part of the Work without the 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 subconsultants are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Work performed by a County-approved subconsultant shall be deemed Work performed by the Consultant and the Consultant 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 subconsultant'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 Consultant. The Consultant shall obtain a written acknowledgement from the owner and/or chief executive of subconsultant or his/her duly authorized representative that the subconsultant has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Consultant shall include provisions in its subcontracts designed to ensure that the Consultant and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subconsultant necessary to review the subconsultant's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Consultant shall submit to the Chair a letter signed by the owner and/or chief executive officer of the Consultant or his/her duly authorized representative certifying that each and every approved subconsultant is in compliance with the material terms and conditions of the Agreement.

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**SIXTEENTH:** The Consultant agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "F".

**SEVENTEENTH:** Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule "G". Therefore, the Consultant agrees, as part of this Agreement, to complete the form attached hereto as Schedule "G".

**EIGHTEENTH:** The Consultant and the County agree that the Consultant and its officers, employees, agents, and/or subconsultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

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

**TWENTIETH:** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Kitley S. Covill, Chair Westchester County Board of Ethics 148 Martine Avenue White Plains, New York 10601

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with a copy to:

County Attorney Michaelian Office Building, Room 600 148 Martine Avenue White Plains, New York 10601

To the Consultant:

Steven G. Leventhal c/o Leventhal, Mullaney & Blinkoff, LLP 15 Remsen Avenue Roslyn, New York 11576

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

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

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

**TWENTY-THIRD:** The Consultant recognizes that this Agreement does not grant the Consultant the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other Consultants on an "as needed" basis.

**TWENTY-FOURTH:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

<u>TWENTY-FIFTH:</u> Attached hereto and forming a part hereof as Schedule "H" is a questionnaire entitled "Required Disclosure of Relationships to County." The Consultant agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Consultant agrees to notify County in writing within ten (10) business days of such event. The Consultant shall also have each approved subconsultant complete this questionnaire and shall advise the subconsultant of the duty to report any changes to the information contained therein to the Consultant within ten (10) business days of such event and such information shall be forwarded by the Consultant to the County.

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

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

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

## THE COUNTY OF WESTCHESTER

By:

John M. Nonna County Attorney

## STEVEN G. LEVENTHAL

Ву: \_\_\_\_\_

Approved by the Westchester County Board of Legislators on \_\_\_\_\_, 2022 by Act No. 2022 - \_\_\_\_

Approved by the Westchester County Board of Acquisition & Contract at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022

Approved as to form and manner of execution

Sr. Assistant County Attorney County of Westchester k/g/eth/Leventhal Contract 06-07-22

### ACKNOWLEDGMENT

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

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.

Dat	e:Notary Public

RPL § 309-a; NY CPLR § 4538

#### SCHEDULE "A"

#### **SCOPE OF WORK**

Steven Leventhal, in his capacity as the independent consultant to the Westchester County Ethics Board, shall:

- (1) review annual financial disclosure forms submitted pursuant to §883.304 of the Laws of Westchester County; and
- (2) create a draft intra-agency report for the Board of Ethics regarding any potential non-compliance or conflicts of interest; and
- (3) assist in the creation of a draft master list of County vendors, contractors, and consultants.

Steven Leventhal, in his capacity as Special Counsel to the Westchester County Ethics Board, shall:

- Assist the BOE in exploring the feasibility of electronic filing of Annual Statements of Financial Disclosure;
- prepare a *Plain Language Guide to the County Code of Ethics* to be printed and available for use in the annual ethics training session and for distribution to all employees and posted on the County website;
- conduct ethics training sessions in accordance with the Code of Ethics;
- coordinate the development of a link to a BOE page on the County website, and assist the BOE's Secretary in posting information and materials to the webpage;
- attend meetings of the BOE and provide ethics advice and guidance to the BOE and to County officers and employees, as requested;
- draft advisory opinions for the BOE and the Office of the County Attorney;
- develop due process procedures for investigations conducted by the BOE;
- assist the BOE in conducting investigations and administrative hearings;
- assist the Chair of the BOE at the conclusion of investigations conducted by the BOE, with drafting findings of fact and conclusions of law for consideration and adoption by the BOE; and
- advise on records access for the BOE and serve as records access officer for the BOE.

## SCHEDULE "B"

## Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Westchester	Westchester Co Elect Vendor Dir	tronic I	Funds T	ransfei	(EFT	)	Authorization Is: (check one)
INSTRUCTIONS: Pleas side for more information		ons of this A	uthorization	Form and a	iltach a vo	olded check. S	ee the reverse
Mall to: Westchester Cou Attention: Vendor Direct	inty, Department of Fir	nance, Trea	sury Division	, 148 Marti	ne Avenu	e, White Plains	, NY 10601
Section I - Vendor In	ormation	4-1-e					
1.Vendor Name:				V		·	
2. Taxpayer ID Number or Soc	ial Security Number:		1				
3. Vendor Primary Address							
						mits world addre	
4. Contact Person Name:			Con	tact Person	lelephone I	Number:	
5. Vendor E-Mail Addresses f	or Remittance Notification	1:					······
Authorized Si	gnature		Prin	t Name/Title	1949 <u>9</u> .114		Date
Section II- Financial I	nstitution Informa	ition			85		0.76
7. Bank Name:					0440940		
8. Bank Address:							
9. Routing Transit Number:			1	10. Accou (check c		Checking	Savings
11. Bank Account Number:		12.1	Bank Account	litle:		artis d'altre	
13. Bank Contact Person Name	d.		<b></b>	Telephone	Number:		t til a den s
<ol> <li>FINANCIAL INSTITUTION attached to this form): I cert representative of the named payments to the account sho</li> </ol>	ify that the account numb financial Institution, I cen	er and type o	of account is m	aintained in t	he name o	f the vendor nam	ed above. As a
Authorized Signature	Print Name / Title						9
(Leave Blank - to be com Westchester County) - V		ed		1 1			

#### Westchester County • Department of Finance • Treasury Division

## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

#### GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

#### Section 1 - VENDOR INFORMATION

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

#### Section II - FINANCIAL INSTITUTION INFORMATION

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

NEW/CHANGE VEN EFT 9/08

### SCHEDULE "C"

#### STANDARD INSURANCE PROVISIONS (Consultant)

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

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

2 The Consultant 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: <u>http://www.wcb.ny.gov</u>.

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) a) 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 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) Consultant's Professional Liability. The Consultant shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).
  - 3. All policies of the Consultant 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 Consultant.

20

# SCHEDULE "D"

Index No.

STATE OF	)			
COUNTY OF	) ss.: )			
			, being duly	
sworn, deposes and says under	(Name) r penalty of perjury tha		ents are true:	
1. I am the				
of	[]	Litle, Officer, Partner, C	Owner, etc.) ne "Consultant") which	
(Name o has been retained by the Coun	of Consultant) ty of Westchester to pr	rovide consultant servic	ces in connection with	
	- Friend -			
2. The Consultant ag that would conflict in any man County.	rees that it has no inter iner or degree with the	rest and will not acquire performance of service	e any interest direct or indes to be rendered to West	direct, chester
3. The Consultant, fu having any such interest shall	irther agrees that, in the be employed by it.	e rendering of services	to the County, no person	Ĩ.
4. I make this Affida to the requirements of Local L intent that the County of West	aw No. 3-1988 of the	Westchester County Bo	nowledge and consent, pu pard of Legislators and with herein.	irsuant ith the
		Consultant		
Sworn to before me this	. 2022			
	, 2022			
NOTARY PUBLIC				

[Note to Consultants: Please file this Affidavit directly with the Office of the Westchester County Clerk, Legal Division. The filing fee is \$5.00.]

# **SCHEDULE "E"**

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

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

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

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

3.) is a business enterprise <u>certified</u> as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

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

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

No

Yes

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

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

	Women
	Persons of Color (please check off below all that apply)
	Black persons having origins in any of the Black African racial groups Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban,
	Central or South American descent of either Indian or Hispanic origin regardless of race
	Native American or Alaskan native persons having origins in any of the original peoples of North America Asian or Pacific Islander persons having origins in any of the Far
	East countries, South East Asia, the Indian sub-continent or the Pacific Islands
Name of Business	Enterprise:
Address:	
Name and Title of	person completing questionnaire:
Signature:	7

Notary Public

# SCHEDULE "F"

# CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

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

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

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

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

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.<sup>1</sup> Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

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

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal

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

charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County property, or license may be terminated at any time.

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

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

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

# Exemptions

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer<sup>2</sup>. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

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

# Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

## New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal.Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #:

Name of Consultant, Contractor, Lessee, or Licensee:

# CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION

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

I, \_\_\_\_

\_, certify that I am a principal or a

(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

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

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

1)		*	 	
	Y		 	

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

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



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

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

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

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

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

 Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.

- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

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

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

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

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

Name:	 
Title:	
Date:	

Notary Public

Date

#### SCHEDULE "G"

## CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

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

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

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

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

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

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

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

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

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

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

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

D. The Consultant agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Consultant is

in violation of paragraph "A", the County shall review such information and give the Consultant opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Consultant in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Consultant shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another Consultant. If this is a contract other than a construction contract, the Consultant shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Consultant plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Consultant in partial or total default in accordance with the default provisions of this Agreement. In addition, the Consultant may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Consultant, giving the Consultant the opportunity for a hearing at which the Consultant may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Consultant:		
By (Authorized Representative):		
Title:	Date:	Y
		<i>p</i>
	$\mathbf{\mathbf{\nabla}}$	

## **SCHEDULE "H"**

# **REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

A potential County consultant must complete this form as part of the proposed County contract.

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

Yes No

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

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

Yes No

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

3.) Do any County officers or employees have an **interest**<sup>1</sup> in the Consultant or in any approved subcontractor that will be used for this contract?

Yes No 🥖

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

By signing below, I hereby certify that I am authorized to complete this form for the Consultant.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

<sup>1.)</sup> His/her spouse, children and dependents, except a contract of employment with the County;

<sup>2.)</sup> A firm, partnership or association of which such officer or employee is a member or employee;

<sup>3.)</sup> A corporation of which such officer or employee is an officer, director or employee; and

<sup>4.)</sup> A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.





Memorandum Office of the County Attorney

# **PRIVILEGED & CONFIDENTIAL**

Date: June 24, 2022

- To: Sunday Vanderberg Clerk of the Board of Legislators
- From: John M. Nonna County Attorney
- Re: Legislation authorizing settlement of the pending NYS Supreme Court action *County of Westchester v. Proteus On-Demand Facilities, LLC*, Index No. 56257/2022 (Sup Ct, Westchester County)

Pursuant to Rule Thirteen of the Rules of the County Board of Legislators, I am requesting immediate consideration of the attached legislation and that the same be placed upon the calendar for the next regular meeting on March 8, 2021.

If you have any questions, please contact me. Thank you for your attention to this matter.



George Latimer County Executive

Department of Law John M. Nonna County Attorney

June 23, 2022

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

Re: An Act authorizing the County of Westchester to settle the pending NYS Supreme Court action *County of Westchester v. Proteus On-Demand Facilities, LLC*, Index No. 56257/2022 (Sup Ct, Westchester County)

Dear Honorable Members of the Board:

Attached for your review is proposed legislation that, if enacted, would authorize the County of Westchester to enter a settlement and general release agreement fully resolving the NYS Supreme Court plenary action titled *County of Westchester v. Proteus On-Demand Facilities, LLC*, Index No. 56257/2022 (Sup Ct, Westchester County) (the "Action").

### **The Authorizing Act**

On February 7, 2022, the Westchester County Board of Legislators duly adopted Act No. 8-2022, which authorized the County Attorney to commence an action against Proteus On-Demand Facilities, LLC ("Proteus") relating to a lease agreement for temporary structures. A copy of the Act No. 8-2022 is annexed hereto, and familiarity with the issues outlined therein is assumed. Briefly—the structures were leased for the purpose of lodging sixteen- and seventeen-year olds facing criminal charges as juveniles as a result of NYS's Raise the Age Law.

#### The Instant Action

The County commenced the Action on February 8, 2022, asserting two causes of action against Proteus: (i) rescission of the lease into which the parties entered into on August 6, 2018, as subsequently amended (the "Lease") based upon the directive from the NYS Office of Children and Family Services and the State Commission of Correction that the structures could no longer be used to detain juveniles; and (ii) declaratory judgment that the County was not liable for certain alleged change orders related to the lease. Proteus was served as of March 11, 2022. Proteus has yet to answer, as the County has repeatedly adjourned its time to answer to accommodate ongoing settlement discussions.



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

Telephone: 914-995-3630

 Fax: 914-995-3132\*
 \*Please be advised that service by facsimile is not accepted.

## **Proposed Settlement**

On June 9, 2022, the parties agreed in principal to settle the Action, the Lease, and all tangential claims. Under the terms of the proposed settlement, Proteus will accept in full satisfaction of its claims against the County payment of one million six hundred thousand and 00/100 dollars (\$1,600,000.00). Upon payment of same, among other things:

- Lease Terminated: The Lease is terminated;
- <u>Purchase of Goods</u>: The County purchases two temporary structures and, as applicable, flooring, carpeting, lighting, electrical, HVAC, items of interior design and related equipment and other tangible items (collectively, the "Goods"), with all rights, title(s), and any other interest in said Good being transferred to the County;
- <u>General Release</u>: Proteus releases and forever discharges the County, its administrative subdivisions, officers, directors, etc., from any and all claims, liabilities, etc.; and
- <u>Discontinuance of the Action</u>: After the required papers are filed to NYSCEF, the Action is discontinued with prejudice and without costs.

[Remainder of Page Intentionally Left Blank]

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I respectfully request authority from this Board pursuant to Section 158.11 of the Westchester County Charter to enter into the proposed Settlement and General Release Agreement and settle the above-referenced matter. I therefore recommend passage of the accompanying Act.

Very truly yours,

John M. Nonna John M. Nonna County Attorney

JMN/stc

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## BOARD OF LEGISLATORS COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the County of Westchester to enter a settlement and general release agreement fully resolving the plenary action titled *County of Westchester v. Proteus On-Demand Facilities, LLC*, Index No. 56257/2022 (Sup Ct, Westchester County) (the "Action").

On February 8, 2022, the Westchester County Attorney's Office—as authorized by the Westchester County Board of Legislators and the Westchester County Executive pursuant to the duly adopted Act. No. 8-2022—commenced the Action against Proteus On-Demand Facilities, LLC ("Proteus"). The subject of the Action was a lease agreement between the County and Proteus (the "Lease"), which was for the use of temporary structures intended to lodge sixteen- and seventeen-year olds facing criminal charges as juveniles as a result of New York State's Raise the Age Law (the "Temporary Structures").

As a result of negotiations with Proteus's counsel, the terms of a proposed settlement were negotiated. Under the terms of the proposed settlement, the County would pay Proteus one million six hundred thousand and 00/100 dollars (\$1,600,000.00); the Lease would be terminated; and the County would purchase the Temporary Structures.

Your Committee recognizes that entering into the proposed settlement will allow the County to settle this matter without further litigation or trial. Moreover, despite reasonably strong defenses, the County was facing potential liability in excess of the settlement amount.

Your Committee has carefully considered the matter and recommends approval of the annexed Act. The Act, which would authorize the County to enter into the proposed settlement to effectuate the resolution of the lawsuit, is in the best interests of the County.

Your Committee therefore recommends this Honorable Board approve the annexed Act authorizing the County to enter into the proposed settlement of the above-referenced lawsuit. An affirmative vote by a majority of the Board is required to pass this Act.

Dated: White Plains, New York July \_\_\_\_, 2022

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ACT NO. 2022

. .

An Act authorizing the County of Westchester to settle the pending action County of Westchester v. Proteus On-Demand Facilities, LLC, Index No. 56257/2022 (Sup Ct, Westchester County)

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

1. The County of Westchester is hereby authorized to settle the plenary proceeding pending in the Supreme Court of the State of New York, County of Westchester, titled *County of Westchester v. Proteus On-Demand Facilities, LLC*, Index No. 56257/2022 (Sup Ct, Westchester County), including all claims by and between the County and defendant Proteus On-Demand Facilities, LLC, that exist as of the date of this Act, by disbursing to Defendant an amount not to exceed one million six hundred thousand and 00/100 dollars (\$1,600,000.00).

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

3. This Act shall take effect immediately.

# **FISCAL IMPACT STATEMENT**

SUBJECT: Civil Litigation to Void Lease (Proteus) ☐ NO FISCAL IMPACT PROJECTED **OPERATING BUDGET IMPACT** (To be completed by operating department and reviewed by Budget Department) A) A GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts) **B) EXPENSES AND REVENUES** Total Current Year Cost \$ 1600000 Total Current Year Revenue \$ \_\_\_\_ Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations Additional Appropriations Other (explain) Identify Accounts: 101-39 2000:2200-4380 Potential Related Operating Budget Expenses: Annual Amount \$ Describe: \_\_\_\_\_ Potential Related Revenues: Annual Amount \$ \_\_\_\_\_ Describe: \_\_\_\_\_ Anticipated Savings to County and/or Impact on Department Operations: Current Year: Next Four years: \_\_\_\_ Prepared by: Sean T. Carey Reviewed By Title: Senior Assistant County Attorney **Budget Department** 6-24-22 Department: Law If you need more space, please attach additional sheets.



George Latimer County Executive

June 3, 2022

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is a bond act ("Bond Act") which, if adopted, would authorize the County of Westchester ("County") to issue bonds in the amount of \$29,000,000 to finance the following capital project:

RP028 - Playland Structural Restoration ("RP028").

The Bond Act, in the amount of \$29,000,000 would finance the cost of construction of improvements to game rooms, arcade buildings and food shops at the County's Playland Park ("Park"), including construction management.

The Department of Parks, Recreation and Conservation ("Department") has advised that RP028 will maintain a safe and attractive experience for Park patrons. In addition, RP028 is required pursuant to the agreement between the County and Standard Amusements LLC, which obligates the County to undertake certain capital improvements at the Park.

Design is currently being completed by consultants and is expected to be completed by the third quarter of 2022. It is estimated that construction will take twenty-four months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with separate components of RP028 as indicated in the annexed fact sheet.

The Planning Department has advised that based on its review, RP028 has been classified as a "Type II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Based on the importance of this project to the County, favorable action on the proposed Bond Act is respectfully requested.

Sincerely,

Tatan

George Latimer County Executive

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester ("County") of a bond act ("Bond Act") in the amount of \$29,000,000 to finance capital project RP028 – Playland Structural Restoration ("RP028"). The Bond Act, which was prepared by the law firm Hawkins, Delafield & Wood, will finance the cost of construction of improvements to game rooms, arcade buildings and food shops at the County's Playland Park ("Park"), including construction management.

The Department of Parks, Recreation and Conservation ("Department") has advised that RP028 will maintain a safe and attractive experience for Park patrons. In addition, RP028 is required pursuant to the agreement between the County and Standard Amusements LLC, which obligates the County to undertake certain capital improvements at the Park.

Design is currently being completed by consultants and is expected to be completed by the third quarter of 2022. It is estimated that construction will take twenty-four months to complete and will begin after award and execution of the construction contracts.

It should be noted that your Honorable Board has previously authorized the County to issue bonds in connection with separate components of RP028 as indicated in the annexed fact sheet.

The Planning Department has advised your Committee that based on its review, RP028 has been classified as a Type "II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this conclusion. It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the Bond Act. Your Committee recommends the adoption of the proposed Bond Act.

Dated: , 20\_\_\_\_\_ White Plains, New York

#### **COMMITTEE ON**

# **FISCAL IMPACT STATEMENT**

CAPITAL PROJECT	#: <u>RP028</u>	NO FISCAL IMPACT PROJECTED
	SECTION A - CAPITAL BU To Be Completed by	
X GENERAL FUN	D AIRPORT FUND	SPECIAL DISTRICTS FUND
	Source of County Funds (check one):	X Current Appropriations
		Capital Budget Amendment
	SECTION B - BONDING AU To Be Completed by	
Total Principal	\$ 29,000,000 <b>PPU</b>	15 Anticipated Interest Rate 3.13%
Anticipated A	nnual Cost (Principal and Interest):	\$ 2,420,198
Total Debt Ser	vice (Annual Cost x Term):	\$ 36,302,970
Finance Depar	tment: Interest rates from May 23, 2	2022 Bond Buyer - ASBA
S	ECTION C - IMPACT ON OPERATING BUD To Be Completed by Submitting Departm	
Potential Rela	ted Expenses (Annual): \$	-
Potential Rela	ted Revenues (Annual): \$	-
	vings to County and/or impact of depart	ment operations
	etail for current and next four years):	······································
A	SECTION D - EMPLO per federal guidelines, each \$92,000 of a	
	l Time Equivalent (FTE) Jobs Funded:	315
	SECTION E - EXPECTED DESIGN	N WORK PROVIDER
County Staff	XConsultant	Not Applicable
Prepared by:	Ken Uhle	96 / ()
Title:	Program Coord. Capital Planning PRC	Reviewed By:
Department:	DPW&T	Budget Director
Date:	6/2/22	Date: 9 622



Memorandum Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney Jeffrey Goldman, Senior Assistant County Attorney

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

DATE: May 25, 2022

SUBJECT: STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RP028 PLAYLAND STRUCTURAL RESTORATION

**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on <u>05-25-2022</u> (Unique ID: <u>1966</u>)

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

- 617.5(c)(2): replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;
- 617.5(c)(9): construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities.

**COMMENTS:** Scope of work involves rehabilitation of seven existing structures--housing arcades, games, or food vendors--or replacement in kind where the structure is beyond rehabilitation, with one small addition to connect two existing food structures.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
 Paula Friedman, Assistant to the County Executive
 Tami Altschiller, Assistant Chief Deputy County Attorney
 Kathleen O'Connor, Commissioner of Parks, Recreation & Conservation
 Peter Tartaglia, First Deputy Commissioner, Dept. of Parks, Recreation & Conservation
 Gideon Grande, Deputy Budget Director
 Lorraine Marzola, Associate Budget Director
 Kelly Sheehan, Assistant Commissioner
 William Brady, Chief Planner
 Michael Lipkin, Associate Planner
 Claudia Maxwell, Associate Environmental Planner

# ACT NO. - 20\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$29,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION OF IMPROVEMENTS TO GAME ROOMS, ARCADE BUILDINGS AND FOOD SHOPS AT PLAYLAND PARK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$29,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$29,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20\_\_\_)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$29,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the construction of improvements to game rooms, arcade buildings and food shops at Playland Park, including construction management, as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$29,000,000. The plan of financing includes the issuance of \$29,000,000 bonds herein authorized and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds and notes.

Section 2. The period of probable usefulness of the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a.19(c) of the Law, is fifteen (15) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$29,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$29,000,000 as the estimated total cost of the aforesaid object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued

in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

(c) such obligations are authorized in violation of the provisions of the Constitution.
 Section 8. This Act shall take effect in accordance with Section 107.71 of the
 Westchester County Charter.

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

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

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

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

(SEAL)

3697858.1 045751 LEG

#### LEGAL NOTICE

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

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

ACT NO. \_\_\_\_\_-20\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$29,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE CONSTRUCTION OF IMPROVEMENTS TO GAME ROOMS, ARCADE BUILDINGS AND FOOD SHOPS AT PLAYLAND PARK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$29,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$29,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS (Adopted , 20\_\_)

object or purpose: to finance the cost of the construction of improvements to game rooms, arcade buildings and food shops at Playland Park, including construction management, as set forth in the County's Current Year Capital Budget, as amended

amount of obligations to be issued and period of probable usefulness:

\$29,000,000; fifteen (15) years

Dated:

White Plains, New York

20\_\_\_\_

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



HDW 3697858.1 045751 LEG

#### **CAPITAL PROJECT FACT SHEET**

Project ID:* RP028	CBA	Fact Sheet Date:* 05-19-2022
Fact Sheet Year:*	Project Title:*	Legislative District ID:
2022	PLAYLAND STRUCTURAL RESTORATION	7,
Category*	Department:*	CP Unique ID:
PLAYLAND	PARKS, RECREATION & CONSERVATION	1966

#### **Overall Project Description**

This project addresses the infrastructure needs of various buildings and structures which are not addressed in other Playland projects. Including the following buildings: small structures along the midway and cross axis, all support buildings, game rooms, small ride structures, the first aid building and various additional structures.

<ul> <li>Best Management Practices</li> </ul>	Energy Efficiencies	Infrastructure
🗷 Life Safety	Project Labor Agreement	Revenue
Security	Other	

#### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	70,298	41,298	_29,000	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	70,298	41,298	29,000	0	0	0	0	0

#### Expended/Obligated Amount (in thousands) as of: 18,598

Current Bond Description: This request will fund construction of all game rooms throughout the park, rehabilitation of the two arcade buildings and construction of all remaining food shops in the park.

Financing	Plan	for	Current	<b>Request:</b>
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Total:	\$ 29,000,000	
Cash:	0	
Bonds/Notes:	29,000,000	
Non-County Shares:	S 0	

# SEQR Classification:

TYPE II

Amount Requested: 29,000,000

#### **Comments:**

**Energy Efficiencies:** 

## **Appropriation History:**

Year	Amount	Description
2005	125,000	RESTORATION AND REHABILIATION OF STRUCTURES FOR GAMES, FOOD VENDORS, EMPLOYEE AREAS, RESTROOMS, AND ARCADES
2009	473,000	RESTORATION AND REHABILIATION OF STRUCTURES FOR GAMES, FOOD VENDORS, EMPLOYEE AREAS, RESTROOMS, AND ARCADES
2015		RESTORATION AND REHABILIATION OF STRUCTURES FOR GAMES, FOOD VENDORS, EMPLOYEE AREAS, RESTROOMS, AND ARCADES
2016	8,500,000	RESTORATION AND REHABILIATION OF STRUCTURES FOR GAMES, FOOD VENDORS, EMPLOYEE AREAS, RESTROOMS, AND ARCADES
2020		CONSTRUCTION FOR A NEW RESTROOM BUILDING AND FOOD SHOPS ON THE WESTSIDE CROSS AXIS, AND REHABILITATION OF THE MAIN RESTROOMS; REHABILITATION AND CONVERSION OF THE EMPLOYEE BUILDING TO THE NEW RESTAURANT VENUE
2021	1,000,000	ADDITIONAL FUNDING FOR AN EMPLOYEE SERVICE AREA
2022	29,000,000	CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR VARIOUS BUILDINGS

# **Total Appropriation History:** 70,298,000

# **Financing History:**

Year	Bond Act #	Amount	Issued	Description
16	119	480,000	407,584	ARCADES AT PLAYLAND
16	120	287,855	287,855	FOOD STRUCTURES - PLAYLAND
16	121	274,415	274,415	RESTROOMS - PLAYLAND
16	122	1,440,000	268,367	PLAYLAND EMPLOYEE AREAS
16	123	1,680,000	416,750	<b>GAMING STRUCTURES - PLAYLANE</b>
20	161	8,710,145		CONSTRUCTION & CONSTRUCTION MANAGEMENT OF THE WEST CROSS-AXIS FOOD FACILITIES AT PLAYLAND PARK
20	162	10,625,585		CONSTRUCTION & CONSTRUCTION MANAGEMENT OF EXISTING RESTROOMS AT PLAYLAND PARK
20	196	16,800,000	0	REHABILITATION OF THE CURRENT EMPLOYEE BUILDING AT PLAYLAND PARK

**Total Financing History:** 40,297,999

Recommended By:	
Department of Planning	Date
WBB4	05-25-2022
Department of Public Works	Date
JZR7	05-25-2022
Budget Department	Date
LMY1	05-25-2022
Requesting Department	Date
KUUI	05-25-2022

# PLAYLAND STRUCTURAL RESTORATION ( RP028 )

User Department : Parks, Recreation & Conservation

Managing Department(s): Parks, Recreation & Conservation ; Public Works ;

Estimated Completion Date: TBD

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

	Est Ult Cost A	ppropriated	Exp / Obl	2022	2023	2024	2025	2026	Under
Gross Non County Share	70,298	41,298	16,752	29,000					Review
Total	70,298	41,298	16,752	29,000					

#### **Project Description**

This project addresses the infrastructure needs of various buildings and structures which are not addressed in other Playland projects. Including the following buildings: small structures along the midway and cross axis, all support buildings, game rooms, small ride structures, the first aid building and various additional structures.

## **Current Year Description**

The current year request funds construction and construction management for various buildings.

<b>Current Yea</b>	r Financing Plan			
Year	Bonds	Cash	Non County Shares	Total
2022	29,000,000			29,000,000

#### Impact on Operating Budget

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

## Appropriation History

a shifter a here	action macory		
Y	ear Amount	Description	Status
20	05 125,000	Restoration and rehabiliation of structures for games, food vendors, employee areas, restrooms, and arcades	COMPLETE
20	473,000	Restoration and rehabiliation of structures for games, food vendors, employee areas, restrooms, and arcades	CONSTRUCTION
20	500,000	Restoration and rehabiliation of structures for games, food vendors, employee areas, restrooms, and arcades	CONSTRUCTION
20	16 8,500,000	Restoration and rehabiliation of structures for games, food vendors, employee areas, restrooms, and arcades	CONSTRUCTION
20	20 30,700,000	Construction for a new restroom building and food shops on the westside cross axis, and rehabilitation of the main restrooms; rehabilitation and conversion of the employee building to the new restaurant venue	CONSTRUCTION
20	21 1,000,000	Additional funding for an employee service area	CONSTRUCTION
То	tal 41,298,000		

429

# PLAYLAND STRUCTURAL RESTORATION ( RP028 )

Prior Appropriations				Bonds Au	thoria	zed			
	Appropriated	Collected	Uncollected	Bond A	lct	Amount	Date Sold	Amount Sold	Balance
<b>Bond Proceeds</b>	41,298,000	3,579,384	37,718,616	119	16	480,000	12/15/17	406,124	72,416
Total	41,298,000	3,579,384	37,718,616				12/15/17	1,460	
				120	16	287,855	12/15/17	286,824	
			2				12/15/17	1,031	
				121	16	274,415	12/15/17	92,625	
							12/15/17	333	
				21 J			04/30/20	181,457	
				122	16	1,440,000	12/15/17	112,275	1,327,321
							12/15/17	404	
				123	16	1,680,000	12/15/17	55,375	1,484,176
							12/15/17	199	
							12/10/18	99,450	
							04/30/20	40,800	
				161	20	8,710,145			8,710,145
				162	20	10,625,585			10,625,585
				196	20	16,800,000			16,800,000
				То	tal	40,298,000		1,278,356	39,019,644



George Latimer County Executive

May 25, 2022

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is an amended bond act (the "Bond Act") which, if adopted, would authorize the County of Westchester (the "County") to issue additional bonds in the amount of \$4,125,000 to finance the following capital project:

RGI04 - Glen Island Bridge Rehabilitation III ("RGI04").

The Bond Act, in the total amount of \$5,175,000, which includes \$1,050,000 in previously authorized bonds of the County, would provide additional design funding for the rehabilitation of the Glen Island Bridge (the "Bridge") in New Rochelle. This funding will be used to pay additional design fees associated with the Bridge rehabilitation and a temporary bridge that will provide access to Glen Island during the construction phase. The additional funding will be used for public outreach, hearings, additional testing and investigation, temporary real estate efforts required for the temporary bridge and County reviews and oversight.

The Department of Parks, Recreation and Conservation (the "Department") has advised that the Bridge provides sole access from the mainland to Glen Island, which includes Glen Island Park and the Glen Island Harbour Club. The County is required by the U.S. Coast Guard to operate and maintain the bascule Bridge, which also allows access through the channel. The Bridge is an original component of the 1925 development of Glen Island by the County Park Commission. Structural engineering reports by the Department of Public Works and Transportation indicate an urgent need to rehabilitate the Bridge.

Following bonding authorization, the additional design work will be scheduled and is anticipated to take seven (7) months to complete and will be performed by outside consultants. It is estimated that construction will take between 24-26 months to complete and will begin after award and execution of the construction contracts, subject to your Honorable Board's approval of construction funding.

It should be noted that your Honorable Board has previously authorized bonding in connection with RGI04 as follows: Bond Act No. 122-2019 in the amount of \$1,050,000, which funded design of the replacement of the Bridge deck and above deck elements, as well as all associated infrastructure. The bonds authorized by Bond Act No. 122-2019 have not been sold. Accordingly, authority of your Honorable Board is now requested to amend Bond Act No.

122-2019, to increase the initial amount authorized thereunder by \$4,125,000, to a new total amount authorized of \$5,175,000 and to revise the scope of the project to include additional design services associated with the Bridge rehabilitation and the temporary bridge.

The Planning Department has advised that based on its review, the above-referenced capital project has been classified as a "Type II" action pursuant to the State Environmental Quality Review Act ("SEQR") and its implementing regulations, 6 NYCRR Part 617. Therefore, no further environmental review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Based on the importance of this project to the County, favorable action on the proposed Bond Act is respectfully requested.

Sincerely,

George Latimer County Executive

GL/KOC/PJT/jpg Attachments

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

Your Committee is in receipt of an amended bond act (the "Bond Act") in the total amount of \$5,175,000, which includes \$1,050,000 in previously authorized bonds of the County of Westchester ("County"), to finance Capital Project RGI04 – Glen Island Bridge Rehabilitation III ("RGI04").

The Bond Act, which was prepared by the law firm of Hawkins Delafield & Wood, will provide additional design funding for the rehabilitation of the Glen Island Bridge (the "Bridge") in New Rochelle. This funding will be used to pay additional design fees associated with the Bridge rehabilitation and for a temporary bridge that will provide access to Glen Island during the construction phase. The additional funding will be used for public outreach, hearings, additional testing and investigation, temporary real estate efforts required for the temporary bridge and County reviews and oversight.

The Department of Parks, Recreation and Conservation (the "Department") has advised that the Bridge provides sole access from the mainland to Glen Island, which includes Glen Island Park and the Glen Island Harbour Club. The County is required by the U.S. Coast Guard to operate and maintain the bascule Bridge, which also allows access through the channel. The Bridge is an original component of the 1925 development of Glen Island by the County Park Commission. Structural engineering reports by the Department of Public Works and Transportation indicate an urgent need to rehabilitate the Bridge.

Your Committee is advised that following bonding authorization, the additional design work will be scheduled and is anticipated to take seven (7) months to complete and will be performed by outside consultants. It is estimated that construction will take between 24-26 months to complete and will begin after award and execution of the construction contracts, subject to your Honorable Board's approval of construction funding.

Your Committee notes that your Honorable Board has previously authorized bonding in connection with RGI04 as follows: Bond Act No. 122-2019 in the amount of \$1,050,000, which funded design of the replacement of the Bridge deck and above deck elements, as well

as all associated infrastructure. The bonds authorized by Bond Act No. 122-2019 have not been sold. Accordingly, authority of your Honorable Board is now requested to amend Bond Act No. 122-2019 to increase the initial amount authorized thereunder by \$4,125,000, to a new total amount authorized of \$5,175,000 and to revise the scope of the project to include additional design services associated with the Bridge rehabilitation and the temporary bridge.

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

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

Dated: , 2022 White Plains, New York

k/jpg/4/18/2022

**COMMITTEE ON** 

# **FISCAL IMPACT STATEMENT**

CAPITAL PROJECT	#:RGI04	NO FISCAL IMPACT PROJECTED
	SECTION A - CAPITAL BU To Be Completed by	
X GENERAL FUN	D AIRPORT FUND	SPECIAL DISTRICTS FUND
	Source of County Funds (check one):	X Current Appropriations
÷	e	Capital Budget Amendment
	SECTION B - BONDING AU	
	To Be Completed by	Finance
Total Principal	\$ 5,175,000 <b>PPU</b>	5 Anticipated Interest Rate 2.65%
Anticipated Ar	nnual Cost (Principal and Interest):	\$ 1,117,442
Total Debt Ser	vice (Annual Cost x Term):	\$ 5,587,210
Finance Depar	tment: Interest rates from May 18, 2	022 Bond Buyer - ASBA
S	ECTION C - IMPACT ON OPERATING BUD	
	To Be Completed by Submitting Departme	ent and Reviewed by Budget
Potential Relat	ted Expenses (Annual): \$	-
Potential Relat	ted Revenues (Annual): \$	*
	vings to County and/or impact of departs	ment operations
describe in de	etail for current and next four years):	
Δα	SECTION D - EMPLO per federal guidelines, each \$92,000 of a	
	Time Equivalent (FTE) Jobs Funded:	56
	SECTION E - EXPECTED DESIGN	
County Staff	X Consultant	Not Applicable
Prepared by:	Ken Uhle S	
Title:	Program Coord. Capital Planning PRC	Reviewed By:
Department:	DPW&T	9 Budget Director
Date:	5/23/22	Date: 57402



Memorandum Department of Planning

TO: Michelle Greenbaum, Senior Assistant County Attorney Jeffrey Goldman, Senior Assistant County Attorney

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

DATE: May 18, 2022

SUBJECT: STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT: RGI04 GLEN ISLAND BRIDGE REHABILITATION III

**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on 04-13-2022 (Unique ID: 1916)

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

- 617.5(c)(24): information collection including basic data collection and research, water quality
  and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and
  soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted
  action;
- 617.5(c)(27): conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action

COMMENTS: The current request is for design and other pre-construction services.

DSK/cnm

cc: Andrew Ferris, Chief of Staff Paula Friedman, Assistant to the County Executive Tami Altschiller, Assistant Chief Deputy County Attorney Gideon Grande, Deputy Budget Director Lorraine Marzola, Associate Budget Director Kathleen O'Connor, Commissioner of Parks, Recreation and Conservation Peter Tartaglia, First Deputy Commissioner, Dept. of Parks, Recreation and Conservation Kelly Sheehan, Assistant Commissioner William Brady, Chief Planner Michael Lipkin, Associate Planner Claudia Maxwell, Associate Environmental Planner

## ACT NO. -20

BOND ACT OF THE COUNTY OF WESTCHESTER, NEW YORK, AMENDING THE BOND ACT ADOPTED JULY 15, 2019 IN RELATION TO THE PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF THE BRIDGE DECK AND ABOVE ELEMENTS OF THE GLEN ISLAND BRIDGE AS WELL AS A TEMPORARY BRIDGE FOR ACCESS, AT THE MAXIMUM ESTIMATED COST OF \$5,175,000. (Adopted , 20\_\_\_).

WHEREAS, this Board has heretofore duly authorized the issuance of \$1,050,000 bonds to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for the preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of the bridge deck and above elements of the Glen Island Bridge, pursuant to Act No. 122-2019 duly adopted on July 15, 2019; and

WHEREAS, it has been determined that additional funds are required for said preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning of the Glen Island Bridge and the design of a temporary bridge, and it is necessary to increase the amount of bonds to be issued and the appropriation for such project for estimated cost of such planning; BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

> Section (A). The bond act duly adopted by this Board on July 15, 2019, entitled: "ACT NO. 122-2019

BOND ACT AUTHORIZING THE ISSUANCE OF \$1,050,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF THE BRIDGE DECK AND ABOVE ELEMENTS OF THE GLEN ISLAND BRIDGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,050,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$1,050,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS"

is hereby amended to read as follows:

BOND ACT AUTHORIZING THE ISSUANCE OF \$5,175,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF THE BRIDGE DECK AND ABOVE ELEMENTS OF THE GLEN ISLAND BRIDGE AND THE DESIGN OF A TEMPORARY BRIDGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,175,000; STATING THE PLAN OF

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FINANCING SAID COST INCLUDES THE ISSUANCE OF \$5,175,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted , 20\_\_\_\_)

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

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto; \$5,175,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of the bridge deck and above elements of the Glen Island Bridge and all associated infrastructure, including the removal and replacement of the bridge deck, sidewalk and handrails, lighting, traffic warning signs and gates, as well as the electro-mechanical and counterweight systems for both fixed and bascule sections and spans, along with painting the bridge superstructure and the design of a temporary bridge, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof is \$5,175,000. The plan of financing includes the issuance of \$5,175,000 bonds herein authorized; and any bond

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

Section 2. The period of probable usefulness of the specific object or purpose for which said \$5,175,000 bonds authorized by this Act are to be issued, within the limitations of Section 11.00 a. 62(2<sup>nd</sup>) of the Law, is five (5) years;

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$5,175,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$5,175,000 as the estimated maximum cost of the aforesaid specific object or purpose is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the

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renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

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

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Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

Section (B). The amendment of the bond act set forth in Section (A) of this act shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond act, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond act, as so amended.

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

\* \* \*

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

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

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

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

(SEAL)

## LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on July 15, 2019 and amended on \_\_\_\_\_\_, 20 \_\_\_\_ and approved, as amended, by the County Executive on \_\_\_\_\_\_, 20 \_\_\_\_ and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

ACT NO. -20

BOND ACT AUTHORIZING THE ISSUANCE OF \$5,175,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF PREPARATION OF SURVEYS, PRELIMINARY AND DETAILED PLANS, SPECIFICATIONS AND ESTIMATES NECESSARY FOR PLANNING THE REPLACEMENT OF THE BRIDGE DECK AND ABOVE ELEMENTS OF THE GLEN ISLAND BRIDGE AND THE DESIGN OF A TEMPORARY BRIDGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,175,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$5,175,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (adopted on July 15, 2019 and amended on \_\_\_\_\_ 20)

object or purpose:

to finance the cost of preparation of surveys, preliminary and detailed plans, specifications and estimates necessary for planning the replacement of the bridge deck and above elements of the Glen Island Bridge and all associated infrastructure, including the removal and replacement of the bridge deck, sidewalk and handrails, lighting, traffic warning signs and gates, as well as the electro-mechanical and counterweight systems for both fixed and bascule sections and spans, along with painting the bridge superstructure and the design of a temporary bridge, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued: and period of probable usefulness:

\$5,175,000; five (5) years

, 20 White Plains, New York

Dated:

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

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## **CAPITAL PROJECT FACT SHEET**

Project ID:* RG104	CBA	Fact Sheet Date:* 03-22-2022
Fact Sheet Year:* 2022	Project Title:* GLEN ISLAND BRIDGE REHABILITATION III	Legislative District ID:
Category* RECREATION FACILITIES	<b>Department:*</b> PARKS, RECREATION & CONSERVATION	CP Unique ID: 1916

#### **Overall Project Description**

Rehabilitation of the enitre bridge including, but not limited to: installation of a temporary bridge for access during construction, repair of bascule bridge structure, locking and safety systems, spall repairs, painting of the entire bridge, repair of girders, concrete piers and concrete abutments. Operation of bridge as mandated by U.S. Coast Guard. localized repair to sidewalks, railing, and bridge deck.

<ul> <li>Best Management Practices</li> </ul>	Energy Efficiencies	Infrastructure
I Life Safety	Project Labor Agreement	🗆 Revenue
Security	□ Other	

#### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2022	2023	2024	2025	2026	Under Review
Gross	58,000	9,978	48,022	0	0	0	0	0
Less Non-County Shares	0	0	0	0	0	0	0	0
Net	58.000	9,978	48,022	0	0	0	0	0

## Expended/Obligated Amount (in thousands) as of: 500

**Current Bond Description:** This funding request will provide for additional design fees for the bridge rehabilitation and a temporary bridge for access to the park during construction including; public outreach, hearings, additional testing and investigation, temporary real estate efforts required for the temporary bridge and county reviews and oversight.

Financing Plan for Current Reque	st:	
Non-County Shares:		
Bonds/Notes:	4,125,000	
Cash:	0	
Total:	\$ 4,125,000	

#### **SEQR Classification:**

TYPE II

#### **Amount Requested:**

4,125,000

#### **Comments:**

The request will amend bond act 19-122 upward to include additional design fees.

#### **Energy Efficiencies:**

#### **Appropriation History:**

Year	Amount	Description
2017	9,978,000 DESIGN, C	CONSTRUCTION AND CONSTRUCTION MANAGEMENT
2022	the second descent of the second	CONSTRUCTION AND CONSTRUCTION MANAGEMENT

58,000,000

## **Financing History:**

Year	Bond Act #	Amount	Issued	Description
19	122	1,050,000		0 DESIGN OF REHABILITATION OF ABOVE DECK ELEMENTS OF GLEN ISLAND BRIDGE
Fotal Financing	History:			
,050,000				
Recommended B	<del>ly:</del>			
Department of P	lanning	Γ	Date	
WBB4		0	4-13-2022	
Department of P	ublic Works	i i	Date	2
RJB4		0	4-14-2022	
Budget Departm	ent	I	late	
LMYI		0	4-14-2022	
Requesting Depa	ortment	Ľ	Date	
PJT2		0	4-15-2022	

# GLEN ISLAND BRIDGE REHABILITATION III ( RGI04 )

User Department :	Parks, Recreation & Conservation
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Managing Department(s): Parks, Recreation & Conservation ; Public Works ;

Estimated Completion Date: TBD

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

	Est Ult Cost Ap	propriated	Exp / Obl	2022	2023	2024	2025	2026	Unde
Gross	58,000	9,978	500	48,022			ж.		Review
Non County Share									
Total	58,000	9,978	500	48,022					

#### **Project Description**

Rehabilitation of the bridge as follows: spall repairs, painting of the entire bridge, repair of girders, concrete piers and concrete abutmentslocalized repair to sidewalks, railing, and bridge deck.

#### **Current Year Description**

The current year request funds design, construction and construction management.

<b>Current Yea</b>	r Financing Plan			
Year	Bonds	Cash	Non County Shares	Total
2022	48,022,000		0.000 million (1990)	48,022,000

# Impact on Operating Budget

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

Year	Amount	Description	Status
2017	9,978,000	Design, construction and construction management.	\$1,050,000 - DESIGN; \$8,928,000 - AWAITING BOND AUTHORIZATION
Total	9,978,000		

 whichugging			the second se	ponda Auciona			
	Appropriated	Collected	Uncollected	Bond Act	Amount	Date Sold Amount Sold	Balance
<b>Bond Proceeds</b>	9,978,000		9,978,000	122 19	1,050,000		1,050,000
Total	9,978,000		9,978,000	Total	1,050,000		1,050,000

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George Latimer County Executive

June 17, 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 consideration and approval is a proposed Local Law, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through the Westchester Community College ("WCC") to amend the lease agreement ("Lease") with Brooks Shopping Centers, LLC ("Landlord") for space located at the Cross County Shopping Center ("CCSC"), Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed \$900,000.00 for work required by WCC to be able to operate as a 21<sup>st</sup> century facility.

The Lease, as previously amended, provides terms for the relocation of WCC's Yonkers Extension Center (the "Extension Center") from the 12,165 square feet of space located at the Cross County Shopping Center ("CCSC"), Yonkers (the "Original Premises") to a new, 39,093 square foot premises (the "New Premises") at the CCSC once the work necessary for WCC's occupancy (the "Landlord's Work") is complete and WCC is able to relocate the Extension Center to the New Premises (the "Adjustment Date").

The original term of the Lease commenced on May 1, 2010 and expired on April 30, 2020 (the "Original Term") and, pursuant to your Honorable Board's Local Law enacted on May 4, 2020, the Lease was extended by eight months from May 1, 2020 to December 31, 2020. Pursuant to your Honorable Board's Local Law enacted on December 8, 2020, the Lease was further extended for one year from January 1, 2021 to December 31, 2021. By Local Law 11-2021 enacted on October 18, 2021, your Honorable Board authorized the County to further amend the Lease in order to provide terms for relocation of the Extension Center to the New Premises on the Adjustment Date, and to extend the term of the Lease for ten (10) years from the Adjustment Date.



Office of the County Executive Michaelian Office Building 148 Martine Avenue White Plains, New York 10601

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

Pursuant to Local Law 11-2021, and the amendment to the Lease that it authorized, the Landlord, using its architect and contractors, will perform the Landlord's Work, in accordance with plans that have been reviewed and approved by WCC, at a cost to the Landlord not to exceed \$5,918,768.53 (the "Landlord's Work Allowance"), and WCC will be responsible for any additional cost of said work or of any change orders requested by WCC. Local Law 11-2021 further provided that change orders that result in an increase to the total amount payable under the Lease in excess of ten percent (10%) of the total principal amount of the Landlord's Work Allowance will require an amendment to the Lease and will be subject to approval of the Board of Legislators and the Board of Acquisition and Contract.

WCC has requested the Landlord to undertake the following work, which includes, but is not limited to, High-Flex classrooms that enable students to be taught in person and remotely at the same time. This capability was installed at the main campus during the COVID-19 pandemic and is needed at this state-of-the-art facility as the methodologies used to provide advanced education continue to evolve. Additional wiring and related infrastructure work is also required to enhance security and wireless internet access, and to increase audio and visual capability in order to maintain the College's ability to stay competitive with other institutions of higher learning.

These change orders requested by WCC .are estimated to cost up to \$900,000.00, which exceeds the authority your Honorable Board granted to the Board of Acquisition & Contract in this matter. Therefore, pursuant to Local Law 11-2021, approval of your Honorable Board for an amendment ("Fourth Amendment") to the Lease is necessary. All other terms and conditions of the Lease, as previously amended, will remain in full force and effect.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQRA") have been met. The Planning Department advises that the proposed settlement agreement is classified as a Type II action. Therefore, no further action is required by your Honorable Board. As you know, your Honorable Board may use such expert advice to make its own conclusion.

I believe that the proposed amendment to the Lease is in the County's best interests, and I therefore urge approval of the attached Local Law.

Very truly yours,

George Latimer County Executive

GL/CS/BSM/dlv Attachment

# HONORABLE BOARD OF LEGISLATORS THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board adopt a Local Law which, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through the Westchester Community College ("WCC") to amend the lease agreement (the "Lease") with Brooks Shopping Centers, LLC (the "Landlord") for space located at the Cross County Shopping Center ("CCSC"), Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed \$900,000.00 for work required by WCC to be able to operate as a 21<sup>st</sup> century facility.

The Lease, as previously amended, provides terms for the relocation of WCC's Yonkers Extension Center (the "Extension Center") from the 12,165 square feet of space located at the Cross County Shopping Center ("CCSC"), Yonkers (the "Original Premises") to a new, 39,093 square foot premises (the "New Premises") at the CCSC once the work necessary for WCC's occupancy (the "Landlord's Work") is complete and WCC is able to relocate the Extension Center to the New Premises (the "Adjustment Date"). ).

Your Committee is advised that the original term of the Lease commenced on May 1, 2010 and expired on April 30, 2020 (the "Original Term") and, pursuant to your Honorable Board's Local Law enacted on May 4, 2020, the Lease was extended by eight months from May 1, 2020 to December 31, 2020. Pursuant to your Honorable Board's Local Law enacted on December 8, 2020, the Lease was further extended for one year from January 1, 2021 to December 31, 2021. By Local Law 11-2021 enacted on October 18, 2021, your Honorable Board authorized the County to further amend the Lease in order to provide terms for relocation of the Extension Center to the New Premises on the Adjustment Date, and to extend the term of the Lease for ten (10) years from the Adjustment Date.

Your Committee is advised that, pursuant to Local Law 11-2021, and the amendment to the Lease that it authorized, the Landlord, using its architect and contractors, will perform the Landlord's Work, in accordance with plans that have been reviewed and approved by WCC, at a

cost to the Landlord not to exceed \$5,918,768.53 (the "Landlord's Work Allowance"), and WCC will be responsible for any additional cost of said work or of any change orders requested by WCC. Local Law 11-2021 further provided that change orders that result in an increase to the total amount payable under the Lease in excess of ten percent (10%) of the total principal amount of the Landlord's Work Allowance will require an amendment to the Lease and will be subject to approval of the Board of Legislators and the Board of Acquisition and Contract.

Your Committee is advised that WCC has requested the Landlord to undertake the following work, which includes, but is not limited to, High-Flex classrooms that enable students to be taught in person and remotely at the same time. This capability was installed at the main campus during the COVID-19 pandemic and is needed at this state-of-the-art facility as the methodologies used to provide advanced education continue to evolve. Additional wiring and related infrastructure work is also required to enhance security and wireless internet access, and to increase audio and visual capability in order to maintain the College's ability to stay competitive with other institutions of higher learning.

Your Committee is advised that these change orders requested by WCC .are estimated to cost up to \$900,000.00, which exceeds the authority your Honorable Board granted to the Board of Acquisition & Contract in this matter. Therefore, pursuant to Local Law 11-2021, approval of your Honorable Board for an amendment ("Fourth Amendment") to the Lease is necessary. All other terms and conditions of the Lease, as previously amended, will remain in full force and effect.

The proposed Fourth Amendment requires the same approval as the Lease and its prior amendments, namely a Local Law approved by a two-thirds majority of your Honorable Board.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQRA") have been met. The Planning Department advises that the proposed Fourth Amendment is classified as a Type II action.

Therefore, no further action is required by your Honorable Board. Your Committee has reviewed the annexed SEQRA memo and concurs with that conclusion.

Upon careful consideration, your Committee finds the proposed Fourth Amendment to be in the County's best interest as it provides for the necessary enhancements to new and improved Yonkers Extension Center and therefore your Committee recommends approval of the proposed Local Law.

Dated: , 2022 White Plains, New York

# COMMITTEE ON:

# **FISCAL IMPACT STATEMENT**

SUBJECT:	Lease-Construction Yonkers Ext.	NO FISCAL IMPACT PROJECTED
	OPERATING BUDGET To Be Completed by Submitting Departmen	
	SECTION A - FUN	
GENERAL FUR		SPECIAL DISTRICTS FUND
	SECTION B - EXPENSES AND	REVENUES
fotal Current Year E		
rotal Current Year R		
Source of Funds (che		Transfer of Existing Appropriations
Additional Appr	opriations	Other (explain)
dentify Accounts:	5443701	
Describe: Potential Related Of Describe:	perating Budget Revenues:	Annual Amount
Potential Related Op Describe:		
Potential Related Op Describe:  Anticipated Savings	perating Budget Revenues: 	
Potential Related O Describe: Anticipated Savings Current Year: Next Four Year	perating Budget Revenues: 	
Potential Related Op Describe: Anticipated Savings Current Year:	perating Budget Revenues: 	
Potential Related O Describe: Anticipated Savings Current Year: Next Four Year	perating Budget Revenues: to County and/or Impact on Departmen	t Operations:
Potential Related Op Describe: Anticipated Savings Current Year: Next Four Year Prepared by:	perating Budget Revenues: to County and/or Impact on Departmen s: <u>Stewart Glass</u>	t Operations:



Memorandum Department of Planning

TO:	David Vutera, Associate County Attorney
	Department of Law

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

DATE: June 7, 2022

SUBJECT: STATE ENVIRONMENTAL QUALITY REVIEW FOR AMENDMENT TO CROSS COUNTY SHOPPING CENTER LEASE AGREEMENT FOR WESTCHESTER COMMUNITY COLLEGE

**PROJECT/ACTION:** A local law authorizing the County of Westchester, acting by and through the Westchester Community College (WCC), to amend a lease agreement with Brooks Shopping Centers, LLC for space at the Cross County Shopping Center, located in the City of Yonkers, for use by WCC's Yonkers Extension Center. The amendment authorizes an increase in the total amount payable to provide for additional work needed at the leased premises in order to enable WCC to operate as a 21<sup>st</sup> century facility.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(2): replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.

**COMMENTS:** Additional work includes creating High-Flex classrooms to support simultaneous in-person and remote learning. as well as additional wiring and related infrastructure to enhance security, wireless internet access, and audio/visual capabilities.

DSK/cnm

cc: Andrew Ferris, Chief of Staff Paula Friedman, Assistant to the County Executive Tami Altschiller, Assistant Chief Deputy County Attorney Norma Drummond, Commissioner Claudia Maxwell, Associate Environmental Planner

# RESOLUTION NO. - 2022

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the -2022 entitled "A LOCAL LAW Laws of Westchester County on Local Law Intro. No. authorizing the County of Westchester, acting by and through the Westchester Community College ("WCC"), to amend the lease agreement with Brooks Shopping Centers, LLC (the "Landlord") for space located at the Cross County Shopping Center, Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed \$900,000.00 for work required by WCC to be able to operate as a 21st century facility". The , 2022 in the Chambers of the public hearing will be held at m. on the day of Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

Dated: , 2022 White Plains, New York A LOCAL LAW authorizing the County of Westchester, acting by and through the Westchester Community College ("WCC"), to amend the lease agreement with Brooks Shopping Centers, LLC ("Landlord") for space located at the Cross County Shopping Center, Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed \$900,000.00 for work required by WCC to be able to operate as a 21<sup>st</sup> century facility

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

Section 1. The County of Westchester, acting by and through Westchester Community College ("WCC"), is hereby authorized to amend the lease agreement ("Lease") with Brooks Shopping Centers, LLC ("Landlord") for space located at the Cross County Shopping Center ("CCSC"), Yonkers, in order to authorize an increase of the total amount payable under the Lease by an amount not to exceed \$900,000.00 for work required by WCC to be able to operate as a 21<sup>st</sup> century facility. The work that WCC has requested the Landlord to undertake includes, but is not limited to: High-Flex classrooms that enable students to be taught in person and remotely at the same time; and additional wiring and related infrastructure work required to enhance security and wireless internet access, and to increase audio and visual capability in order to maintain the College's ability to stay competitive with other institutions of higher learning.

**§2.** All other terms and conditions of the Lease, as previously amended, shall remain in full force and effect.

§3. The County Executive or his duly authorized designee, is hereby authorized to execute and deliver all instruments approved as to form and substance by the County Attorney as are necessary and appropriate to effectuate the purposes of this Local Law.

§4. This Local Law shall take effect immediately.



# Memorandum

Office of the County Executive Michaelian Office Building

June 9, 2022

TO:	Hon. Catherine Borgia, Chair
	Hon. Nancy Barr, Vice Chair
	Hon. Christopher Johnson, Majority Leader
	Hon. Margaret Cunzio, Minority Leader
FROM:	George Latimer
RE:	Message Requesting Immediate Consideration: ACT – IMAs with Municipalities – Capacity Improvements Projects.
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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 13, 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 (the "County"), acting by and through its Youth Bureau ("Youth Bureau"), to enter into inter-municipal agreements ("IMAs") with the municipalities, acting by and through their respective Youth Bureaus, pursuant to which the County will provide funds to the Municipalities for the purpose of capacity improvements projects.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 13, 2022 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer County Executive

June 7, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Youth Bureau ("Youth Bureau"), to enter into inter-municipal agreements ("IMAs") with the municipalities listed below (the "Municipalities"), acting by and through their respective Youth Bureaus, pursuant to which the County will provide funds to the Municipalities for the purpose of capacity improvements projects ("Projects") including, but not limited to, building and office improvements, transportation vehicle purchases, funds to perform Community Needs Assessments to identify specific community needs, equipment purchases such as technology and/or physical activity/program supplies, including gym equipment. The IMAs will be for a term commencing retroactively on January 1, 2022, and expiring on December 31, 2022, for a total aggregate amount not to exceed Five Hundred Thousand (\$500,000.00) Dollars, allocated per Municipality as follows, and each payable pursuant to an approved budget:

Municipality	Project Name	Contract #	Contract Amount
City of Mount Vernon	Capacity Improvements	BOLA2201	\$ 71,428
City of New Rochelle	Capacity Improvements	BOLA2202	\$ 71,428
Village of Ossining	Capacity Improvements	BOLA2203	\$ 71,428
City of Peekskill	Capacity Improvements	BOLA2204	\$ 71,428
Village of Port Chester	Capacity Improvements	BOLA2205	\$ 71,428
City of White Plains	Capacity Improvements	BOLA2206	\$ 71,428
City of Yonkers	Capacity Improvements	BOLA2207	\$ 71,428

I am advised by the Youth Bureau that the proposed IMAs will benefit the Municipalities by improving their respective Youth Bureaus, and therefore their ability to serve County youth and their families.

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

Clerk of your Honorable Board .As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Sincerely,

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George Latimer County Executive

GL/DHM/LAC Attachments

# HONORABLE BOARD OF LEGISLATORS THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau ("Youth Bureau"), to enter into inter-municipal agreements ("IMAs") with the municipalities listed below (the "Municipalities"), acting by and through their respective Youth Bureaus, pursuant to which the County will provide funds to the Municipalities for the purpose of capacity improvements including, but not limited to, building and office improvements, transportation vehicle purchases, funds to perform Community Needs Assessments to identify specific community needs, and equipment purchases such as technology and/or physical activity/program supplies, including gym equipment. The IMAs will be for a term commencing retroactively on January 1, 2022, and expiring on December 31, 2022, for a total aggregate amount not to exceed Five Hundred Thousand (\$500,000.00) Dollars, allocated per Municipality as follows, and each payable pursuant to an approved budget:

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City of White Plains	Capacity Improvements	BOLA2206	\$ 71,428
City of Yonkers	Capacity Improvements	BOLA2207	\$ 71,428

Your Committee is advised that the proposed IMAs will benefit the Municipalities by improving their Youth Bureaus, and therefore their ability to serve County youth and their families.

Your Committee has been advised that the proposed IMAs do not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations,

6 NYCRR Part 617. Your Honorable Board has been referred to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of your Honorable Board. Your Committee has reviewed this analysis and concurs with this conclusion.

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

Dated: \_\_\_\_\_, 2022 White Plains, New York

COMMITTEE ON clac.6.3.22

# FISCAL IMPACT STATEMENT

SUBJECT: 2022 Capacity Improvements - Youth Bureau 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 \$ 500,000			
Total Current Year Revenue \$ 0 Source of Funds (check one):			
Transfer of Existing Appropriations Additional Appropriations Other (explain)			
Identify Accounts: 101-11-0400-4380			
Potential Related Operating Budget Expenses: Annual Amount \$ 500,000			
Describe: Youth Bureaus-Capacity improvements including, but not limited to, building and			
office improvement, transportation vehicle purchases, funds to perform Community Needs Assessment to identify specific community needs, equipment purchases such as technology and/or physical activity and			
program supplies, including gym equipment			
Potential Related Revenues: Annual Amount \$ 0			
Describe:			
Anticipated Savings to County and/or Impact on Department Operations:			
Current Year: <u>\$0</u>			
Next Four years: <u>n/a</u>			
Prepared by: Bernie Dean 50			
Title: <u>Financial Administrator</u> Budget Director			
Department: CEO/Youth Bureau			
If you need more space, please attach additional sheets.			

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with certain municipalities for youth bureau capacity improvements, for the period commencing retroactively on January 1, 2022 and expiring on December 31, 2022 for a total aggregate amount not to exceed Five Hundred Thousand (\$500,000.00) Dollars.

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

**SECTION 1.** The County of Westchester (the "County"), acting by and through its Youth Bureau, is hereby authorized to enter into inter-municipal agreements ("IMAs") with the municipalities listed below (the "Municipalities"), acting by and through their respective Youth Bureaus, pursuant to which the County will provide funds to the Municipalities for the purpose of capacity improvements projects including, but not limited to, building and office improvements, transportation vehicle purchases, funds to perform Community Needs Assessments to identify specific community needs, and equipment purchases such as technology and/or physical activity/program supplies, including gym equipment. The IMAs will be for a term commencing retroactively on January 1, 2022 and expiring on December 31, 2022, for a total aggregate amount not to exceed Five Hundred Thousand (\$500,000.00) Dollars, allocated per Municipality as follows, and each payable pursuant to an approved budget:

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City of White Plains	Capacity Improvements	BOLA2206	\$ 71,428
City of Yonkers	Capacity Improvements	BOLA2207	\$ 71,428

§ 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.