

**MINUTES OF THE MEETING OF THE
COUNTY OF WESTCHESTER
BOARD OF ACQUISITION AND CONTRACT
HELD ON THURSDAY, JUNE 3, 2021 @ 11:00 A.M.**

Deputy County Executive
Chair, Board of Legislators
Budget Director
Commissioner of Finance
Associate Chief Deputy County Attorney
Board of Legislators
Board of Legislators
Board of Legislators
Secretary BAC
Assistant Secretary

Ken Jenkins
Benjamin Boykin
Larry Soule
AnnMarie Berg
Tami Altschiller
Greg Casciato
Lisa Hochman
MaryBeth Gose
Lisa Mrijaj
Joan Cocciardi

Mr. Jenkins presided.

Mr. Jenkins said, “For the record, this meeting is being conducted in accordance with Governor Cuomo’s Executive Order 202.1 as extended.”

Acquisition & Contract. Minutes of the meeting 5/27/21 and the SEQR Review for agenda items.

L. Mrijaj

Mr. Jenkins moved to receive and file the foregoing minutes and SEQR review, which were duly seconded and approved.

1. (85293) **County Executive/Board of Legislators** - Enter into an agreement with Boys & Girls Club of Mount Vernon, New York, Inc., to provide the 2021 Summer and After-School Programs, for a term 1/1/21 – 12/31/21, in consideration for the services rendered, BGC shall be paid an amount not to exceed \$84,005, half payable upon contract execution and the other half payable on November 1, 2021.

Latimer/Boykin

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

2. (84822) **County Executive/Women** - Enter into an agreement with the YWCA White Plains & Central Westchester Inc. (the “YWCA”), to provide educational programs and services promoting racial equality, for the period 1/1/21 -12/31/21, in an amount not to exceed \$47,700.

Latimer/Schlaff

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

3. (84917) **County Executive** – Pursuant to Section 3(a)(xxi) of the Westchester County Procurement Policy and Procedures, to exempt from procurement an agreement with Leroy Frazer Jr. to provide criminal justice consulting services from 1/1/21 – 12/31/21.

G. Latimer

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

4. (84911) **County Attorney** - Extend an agreement with Pro Safety Services, LLC, for the provision of safety training and compliance services on an “as-needed” basis, in an amount not to exceed \$50,000 for the one (1) year option period, commencing 7/1/21 and terminating June 30, 2022.

J. Nonna

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

5. (84936) **College** - Authority to **1)** enter into a new agreement with the Faculty-Student Association of Westchester Community College, Inc. (“FSA”), for the provision of certain auxiliary services and activities, as described in Exhibit “A” attached to the Original Resolution; and **2)** terminate a certain prior agreement with the FSA, dated February 10, 1981, as amended by a certain letter agreement dated September 11, 1984, for the same services, be amended by deleting the Exhibits A and B attached to the Original Resolution and replacing same with the revised Exhibits A and B, in order to (i) revise Exhibit A, Part IV, to delete the tennis courts from the County-owned space to be maintained by FSA; (ii) revise Exhibit A, Part IV, to provide that any rentals of County-owned space to be maintained by the FSA should be done by the College in consultation with the FSA, and (iii) revise Exhibit B, Part III to provide that any fee collection to be done by the College on behalf of the FSA, should be disbursed to the FSA on a timely basis.

B. Miles

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

6. (84956) **College** - Enter into an affiliation agreement Open Door Family Medical Center, Inc., at its six listed locations for supervised laboratory/clinical education and instruction for matriculated College Students for the Community Health Worker program for a term commencing June 1, 2021 and continuing in full force and effect unless terminated by either party upon written notice, with no cost to the College in connection with this agreement, and the College shall agree to defend, indemnify and hold harmless the Healthcare Providers in a form similar to the following: The College shall defend, indemnify and hold the Healthcare Provider harmless from and against any and all damages, liability, claims, costs, losses, damages or

injuries to persons or property of whatever kind or nature, suits or costs, including reasonable attorney's fees, which arise out of or are directly or indirectly related to the actions or inactions of the College, its faculty, students, officers or employees, including, but not limited to, any actions brought against the other parties by any faculty or students of the College, and any third parties.

B. Miles

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

7. (84971) **College** - Enter into affiliation agreements with the following healthcare providers and entities for supervised laboratory/clinical education and instruction for matriculated College Students for a term commencing June 1, 2021 and continuing in full force and effect unless terminated by either party upon written notice with no cost to the College, and the College shall agree to defend, indemnify and hold harmless the Healthcare Providers in a form similar to the following: The College shall defend, indemnify and hold the Healthcare Provider harmless from and against any and all damages, liability, claims, costs, losses, damages or injuries to persons or property of whatever kind or nature, suits or costs, including reasonable attorney's fees, which arise out of or are directly or indirectly related to the actions or inactions of the College, its faculty, students, officers or employees, including, but not limited to, any actions brought against the other parties by any faculty or students of the College, and any third parties

1. Somers Operating, LLC dba The Paramount at Somers Rehabilitation and Nursing Center, for the Nursing program.
2. Mt.Vernon Neighborhood Health Center, Inc. for the Community Health Worker Program.
3. Dumont Operating, LLC dba Dumont Center for Rehabilitation and Nursing Care for the Respiratory Care program.

B. Miles

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

8. (84952) **Corrections** – Enter into a license agreement with the County of Rockland, pursuant to which Rockland will give the County a license to access and use Rockland's Police Academy Range, which is also known as its Firearms Training Facility, for the period from 5/1/21 – 12/31/21, for a total amount of \$15,000, and the county will agree to certain indemnification, defense, and hold-harmless language, as shown in Exhibit 1.

J. Spano

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

9. (84798) **DEF** - Amend the 12/23/20 agreement with Paulus Sokolowski & Sartor Engineering P.C., to provide storm water sampling, inspections and reporting for Brockway Place Transfer Station, South Columbus Avenue Transfer Station, and Thruway Transfer Station in order to exercise the first renewal option and extend the term of the agreement for one year from 1/1/21–12/31/21 in an amount not to exceed \$15,200 is hereby amended by correcting it from the first renewal option to the second and final renewal option.

V. Kopicki

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

10. (85362) **Information Technology** - Enter into a license agreement with the New York State Department of Transportation concerning the parcel of land owned by the Town of Bedford identified as Section 83.5, Block 2 and Lot 1 (the "Guard Hill Site") and leased to the County through a lease agreement between the Town and the County, dated March 26, 2016, as amended by the first amendment to the Lease Agreement, dated August 14, 2020, for the County to relocate certain public safety radio communication equipment from the existing State tower to the new County tower and from the existing Town equipment shed to the new County shelter, initially install or relocate certain NYSDOT radio communication equipment on to the new County Tower and in the new County shelter, grant a license to the NYSDOT to operate its radio communication equipment on the new County tower and in the new County shelter, and dismantle the existing State tower and any remaining equipment thereon and make it available to the NYSDOT for pickup, commencing upon execution and continue for as long as the Lease Agreement between the County and the Town of Bedford for the Guard Hill Site, dated March 25, 2016, as amended by the First Amendment to the Lease Agreement, dated August, 14, 2020, remains in full force and effect, unless sooner terminated as provided for in the License Agreement; and there will be no license fee charged the NYSDOT as its radio equipment is for public safety purposes; and the County will be responsible for the cost of all electricity required for the operation of the NYSDOT's Relocated Equipment at the Guard Hill Site; and the County is authorized to indemnify the NYSDOT as follows: The County shall indemnify and hold harmless the State for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County arising out of its performance under this Agreement.

M. Beirne

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

11. (84940) **Social Services** - Enter into an agreement with Family Service Society of Yonkers to operate and manage a representative payee program for up to 300 people with disabilities being served by the Adult Protective Services unit of the Department of Social Services or by the County's Department of Community Mental Health, for an amount not-to-exceed \$210,000, payable at a rate of \$77.00 per-Client-per-month, for the period from 7/1/21 – 6/30/22 (the "Initial Term"), with the County having the sole option to extend the term of the agreement for up to five (5) additional one (1) year periods thereafter on the same terms and conditions as the Initial Term, except for the different per-Client-per-month rates and not-to-exceed amounts specified for those additional periods (each an "Option Term").

L. Townes

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

12. (84942) **Social Services** – Enter into an agreement with Abbott House to provide marketing, recruitment, training and certification of foster and adoptive resource parents for an amount not to exceed \$1,027,773, for the term 5/1/21 – 4/30/23 with the County having the sole option to extend the term of the agreement upon 45 days prior written notice, for up to three (3) one (1) year periods thereafter at the rate of \$529,924 in the first year, \$540,973 in the second year and \$552,299 in the third year, upon the same terms and conditions.

L. Townes

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

13. (85217) **Parks** – Enter into a license agreement with MGE, Inc., P.O. Box 955, Riverside, CT 06878 for the operation of a concession ride known as the "Sky Flyer" at Playland Park, Rye, New York 10580 for the period June 1, 2021 through September 30, 2022; and for this license privilege, MGE, Inc., will pay the County of Westchester a license fee of 9% of gross receipts up to \$500,000 and 18% of gross receipts over \$500,000 in each operating season; and the County shall have the right to: (a) terminate this agreement on thirty (30) days' notice to MGE, Inc., or (b) assign this Agreement in its entirety to Standard Amusements LLC.

K. O'Connor

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

14. (85218) **Parks** – Enter into a license agreement with MGE, Inc., P.O. Box 955, Riverside, CT 06878 for the operation of a concession ride known as “Starship 2000” at Playland Park, Rye, New York 10580 for the period June 1, 2021 through September 30, 2022; and that for this license privilege, MGE, Inc., will pay the County of Westchester a license fee of 9% of gross receipts up to \$500,000 and 18% of gross receipts over \$500,000 in each operating season; and the County shall have the right to: (a) terminate this agreement on thirty (30) days’ notice to MGE, Inc., or (b) assign this Agreement in its entirety to Standard Amusements LLC.

K. O’Connor

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

15. (85220) **Parks** – Enter into a license agreement with MGE, Inc., P.O. Box 955, Riverside, CT 06878 for the operation of a concession ride known as the “Zombie Castle” at Playland Park, Rye, New York 10580 for the period June 1, 2021 through September 30, 2022; and for this license privilege, MGE, Inc., will pay the County of Westchester a license fee of 9% of gross receipts up to \$500,000 and 18% of gross receipts over \$500,000 in each operating season; and the County shall have the right to: (a) terminate this agreement on thirty (30) days’ notice to MGE, Inc., or (b) assign this Agreement in its entirety to Standard Amusements LLC.

K. O’Connor

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

16. (85222) **Parks** – Enter into a license agreement with MGE, Inc., P.O. Box 955, Riverside, CT 06878 to operate two cotton candy stands and a popcorn/water stand at Playland Park, Rye, New York for the period June 1, 2021 through September 30, 2022; and for this license privilege, MGE, Inc. will pay the County of Westchester a license fee of \$18,000 per operating season; and the County shall have the right to: (a) terminate this agreement on thirty (30) days’ notice to MGE, Inc., or (b) assign this Agreement in its entirety to Standard Amusements LLC.

K. O’Connor

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

17. (85224) **Parks** – Enter into a license agreement with MGE, Inc., P.O. Box 955, Riverside, CT 06878 to operate a souvenir stand at Playland Park, Rye, New York for the period June 1, 2021 through September 30, 2022; and for this license privilege, MGE, Inc. will pay the County of Westchester a license fee of \$1,000 per operating season; and the County shall have the right to: (a) terminate this agreement on thirty (30) days’ notice to MGE, Inc., or (b) assign this Agreement in its entirety to Standard Amusements LLC.

K. O’Connor

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

18. (85225) **Parks** – Enter into a license agreement with Trahanas Amusements, Inc., P.O. Box 955, Riverside, CT 06878 for the operation of a concession ride known as the “Flying Witch” at Playland Park, Rye, New York 10580 for the period June 1, 2021 through September 30, 2022; and for this license privilege, Trahanas Amusements, Inc., will pay the County of Westchester a license fee of 9% of gross receipts up to \$500,000 and 18% of gross receipts over \$500,000 in each operating season; and the County shall have the right to: (a) terminate this agreement on thirty (30) days’ notice to Trahanas Amusements, Inc., or (b) assign this Agreement in its entirety to Standard Amusements LLC.

K. O’Connor

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

19. (85226) **Parks** – Enter into a license agreement with Trahanas Amusements, Inc., P.O. Box 955, Riverside, CT 06878 for the operation of a concession ride known as the “Thunderbolt” at Playland Park, Rye, New York 10580 for the period June 1, 2021 through September 30, 2022; and for this license privilege, Trahanas Amusements, Inc., will pay the County of Westchester a license fee of 9% of gross receipts up to \$500,000 and 18% of gross receipts over \$500,000 in each operating season; and the County shall have the right to: (a) terminate this agreement on thirty (30) days’ notice to Trahanas Amusements, Inc., or (b) assign this Agreement in its entirety to Standard Amusements LLC.

K. O’Connor

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

20. (85227) **Parks** – Enter into a license agreement with Trahanas Amusements, Inc., P.O. Box 955, Riverside, CT 06878 to operate up to eight game concessions at Playland Park, Rye, New York for the period June 1, 2021 through September 30, 2022; and for this license privilege, Trahanas Amusements, Inc. will pay the County of Westchester a license fee of \$500 per game per operating season; and the County shall have the right to: (a) terminate this agreement on thirty (30) days’ notice to Trahanas Amusements, Inc., or (b) assign this Agreement in its entirety to Standard Amusements LLC.

K. O’Connor

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

21. (85228) **Parks** – Enter into a license agreement with CulinArt, Inc. (“CulinArt”), 175 Sunnyside Boulevard, Plainview, NY 11803, for the food, beverage, vending and catering concession at Playland Park, Rye, NY from June 1, 2021 through September 30, 2022; and for this license privilege, CulinArt will pay the County a percentage of the gross receipts per operating season as follows:

Percentage Fee for Gross Sales up to \$500,000 per operating season - 3%

Percentage Fee for Gross Sales over \$500,000 up to \$2,000,000 per operating season - 10%

Percentage Fee for Gross Sales over \$2,000,000 per operating season - 15%;

and the County shall have the right to: (a) terminate this agreement on thirty (30) days notice to Culinart, Inc., or (b) assign this Agreement in its entirety to Standard Amusements LLC; and CulinArt shall pay the County a fee not to exceed \$3,000 each operating season to cover the cost of training CulinArt’s employees.

K. O’Connor

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

22. (85411) **DPW/Transportation** – Contract No. 21-506 for Uninterruptible Power Supply Replacement, Forensic and Toxicology Divisions, Laboratories and Research Facility, Valhalla Campus, Valhalla, New York. Award to low bidder Fanshawe, Inc. d/b/a Rockland Electric in the amount of \$191,500.

H. Greechan

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

23. (85152) **DPW/Transportation** - Contract No. 15-517 Outfall Jetty Rehabilitation, Mamaroneck Wastewater Treatment Plant, Mamaroneck, New York. Advertise for bids.

H. Greechan

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

24. (85153) **DPW/Transportation** – Contract No. 18-513 Primary Settling Tank Rehabilitation and Miscellaneous Improvements, Port Chester Water Resource Recovery Facility, Port Chester, New York. Advertise for bids.

H. Greechan

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

25. (85154) **DPW/Transportation** – Contract No. 16-517 with Remus Industries/Laura Li Industries, JV Inc., Dam Rehabilitation, Sal J. Prezioso Mountain Lakes Park, Town of North Salem, New York. Approved R&J Tree Service Inc., Carmel, New York as subcontractor.

H. Greechan

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

26. (85215) **DPW/Transportation** – Contract 16-510 Sluice Gate Replacement, Yonkers Joint Wastewater Treatment Plant, Yonkers, New York. Advertise for bids.

H. Greechan

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

27. (85216) **DPW/Transportation** – Contract No. 16-512 Secondary System Rehabilitation, Yonkers Joint Wastewater Treatment Plant, Yonkers, New York. Advertise for bids.

H. Greechan

Mr. Jenkins moved the resolution, which was duly seconded and unanimously approved.

There being no further business, the Chair declared the meeting adjourned. All approved resolutions are on file electronically with the Board of Acquisition and Contract.

I have reviewed the foregoing minutes and have found them to be correct as written.

Signed: *Lisa Mríaj*, Secretary

Dated: 6/3/2021