

**63516**

**DATE:** June 1, 2018

**TO:** Board of Acquisition and Contract

**FROM:** Sherlita Amler, M.D.  
Commissioner of Health

**RE:** Request Authority to enter into a second Contract Amendment with the New York State Department of Health for the Drinking Water Program Local Assistance Funding Enhancement Grant to accept additional funding in the not-to-exceed amount of \$99,444, pursuant to an approved budget, for a total not-to-exceed amount of \$1,174,791, and to authorize Westchester County to indemnify the New York State Department of Health pursuant to the agreement. Amended amount as follows:

First Contract Amendment

Term: 4/1/15 – 3/31/20

Amount: Not-to-Exceed \$1,075,347

Second Contract Amendment

Term: unchanged

Amount: Not-to-Exceed \$1,174,791

On March 26, 2015, Your Honorable Board approved a Resolution (the "March 26, 2015 Resolution") authorizing the County of Westchester, acting by and through its Department of Health (the "WCDH"), to enter into contract with the New York State Department of Health (the "NYSDOH") to accept additional funding for the Drinking Water Program Local Assistance Funding Enhancement, pursuant to an approved budget, for the contract period 4/1/15 – 3/31/20, in the amount not-to-exceed \$1,025,625 (the "Contract"). This Contract was subsequently executed.

On June 8, 2017, Your Honorable Board approved a Resolution (the "June 8, 2017 Resolution") authorizing the County of Westchester, acting by and through the WCDH, to enter into a contract amendment with the NYSDOH to accept funding for the Drinking Water Program Local Assistance Funding Enhancement, pursuant to an approved budget, for the contract period 4/1/15 – 3/31/20, in the amount not-to-exceed \$1,075,347 (the "First Amendment"). This First Amendment to the Contract was subsequently executed.

The WCDH has since received further notification from the NYSDOH that a second contract amendment will be sent to further increase the funding amount. Authorization to enter into a second contract amendment is required in order to increase the funding amount by \$99,444 to the new not-to-exceed amount of \$1,174,791, pursuant to an approved budget.

The second contract amendment requires the County to indemnify the New York State Department of Health as follows:

"The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors

pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.”

The goal of this program is to enhance the County’s Drinking Water Enhancement program through elimination of known public health hazards, investigation of potential waterborne disease outbreaks attributable to drinking water supplies and enforcement of the federal Safe Drinking Water Act.

Continuation of the Drinking Water Enhancement program ensures that drinking water supplies receive annual operating permits from the WCDH, provided that the water supplies comply with both Part 5 of the New York State Sanitary Code and Chapter 873 Article VIII of the Westchester County Sanitary Code. The WCDH is responsible for one hundred (100) community water supplies and one hundred ninety seven (197) non-community and non-transient community water supplies.

This program is monitored by conducting water sample testing for bacteriological, organic and inorganic chemicals, review of monthly operating and annual water quality reports and emergency response and vulnerability assessment. Status reports are submitted to NYSDOH on a bi-annual basis.

I certify that my department, a.) has copies of, or access to, all applicable laws, rules, regulations, grant applications, and grant agreements (including any master grant agreement), as well as any guidance or instructions received from the agency making the grant (the “Grant Terms”), b.) has reviewed the Grant Terms, c.) is aware of and understands all of the Grant Terms, and d.) can and will comply with all of the Grant Terms.

All other terms and conditions of the Contract and First Amendment shall remain unchanged.

Approval of the attached resolution is respectfully requested.

/md

Attachment

APPROVED BOARD OF ACQUISITIONS CONTRACT 16/2014 (A.M.A.S. SECRET)

# RESOLUTION

UPON A COMMUNICATION FROM THE COMMISSIONER OF HEALTH, be it hereby

**RESOLVED,** that the County of Westchester, acting by and through its Department of Health (“WCDH”), is authorized to amend the contract with the New York State Department of Health for the Drinking Water Program Local Assistance Funding Enhancement grant approved on March 26, 2016 (the “Contract”), as amended by the first amendment to the Contract approved on June 8, 2017 (the “First Amendment”), in order to enter into a second contract amendment to accept additional funding, not-to-exceed \$99,444 for a new total not-to-exceed amount of \$1,174,791 (the “Second Contract Amendment”), pursuant to an approved budget as follows:

<u>First Contract Amendment</u>	<u>Second Contract Amendment</u>
Term: 4/1/15 – 3/31/20	Term: unchanged
Amount: Not-to-Exceed \$1,075,347	Amount: Not-to-Exceed \$1,174,791;

and, be it further

**RESOLVED,** that the agreement requires the County of Westchester to indemnify the New York State Department of Health as follows:

“That the Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract”; and, be it further

**RESOLVED,** that all other terms and conditions of the Contract and First Amendment shall remain unchanged; and, be it further

**RESOLVED,** that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute all appropriate contracts or documents necessary to effectuate the purposes of this resolution in the manner prescribed by law.

Department of Health  
County of Westchester  
10 County Center Road, 2<sup>nd</sup> Floor  
White Plains, New York 10607  
May 30, 2018

Original Agreement	\$1,025,625
First Amendment	\$ 49,722
<b>This Amendment</b>	<b>\$ 99,444</b>
TOTAL	<u>\$1,174,791</u>

Agreement #

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
	263	27	419T	9854	T419	\$49,722
	263	27	419U	9854	T419	\$49,722

Budget Funding Year(s)  
 (must match resolution) 2018 -2020 Start Date 4/1/18 End Date 3/31/20

Funding Source Tax Dollars \_\_\_\_\_  
 State Aid NYSDOH  
\$99,444 Federal Aid \_\_\_\_\_  
 (must match resolution) Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/28/2018 - LISA M. PUJARI, SECRETARY