

73599

DATE: December 20, 2019

TO: Board of Acquisition and Contract

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

RE: Authorization to enter into a Contract Amendment with the New York State Department of Health for the Bathing Beach Water Quality Monitoring and Notification Program grant to extend the contract period and increase the not-to-exceed amount, pursuant to an approved budget, and to defend and indemnify the New York State Department of Health, as follows and described below:

Original Contract

Multi-Year Term: 10/01/14 - 09/30/19
Total Amount Not-To-Exceed: \$210,642

Amended Contract

Multi-Year Term: 10/01/14 - 09/30/20
Total Amount Not-To-Exceed: \$244,947

On February 26, 2015, your Honorable Board approved a Resolution (the "February 26, 2015 Resolution") which authorized the County of Westchester ("County"), acting by and through its Department of Health ("WCDH"), to enter into a contract with the New York State Department of Health ("NYSDOH") to accept continued funding for the Bathing Beach Water Quality Monitoring and Notification Program Grant, pursuant to an approved budget, for the contract period 10/01/14 through 09/30/19, in the amount not-to-exceed \$210,642. The original multi-year agreement has been executed.

The NYSDOH has sent notification that the period of the original multi-year agreement will be extended through 9/30/20 and additional funding in the amount not-to-exceed \$34,305 will be added to the original agreement amount.

Therefore, the WCDH now seeks authorization to enter into a contract amendment with the NYSDOH for the Bathing Beach Water Quality Monitoring and Notification Program Grant in order to extend the agreement period through 9/30/20 and increase the total amount not-to-exceed by \$34,305, pursuant to an approved budget, for the revised total amount not-to-exceed \$244,947.

The amendment will also require 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."

This program promotes the public health and welfare of County residents by the monitoring and assessing of the coastal recreational waters adjacent to public bathing beaches to determine applicable water quality standards for pathogen/bacterial concentration levels and promptly notifying the public of any exceedance or likelihood of exceedance of applicable water quality standards.

The program objectives and goals are to reduce the risk of waterborne diseases to users of Westchester County recreational waters by strengthening water quality standards for bathing beaches to ensure the safe quality of all impacted public beach waters.

The objectives will be accomplished by conducting an initial pathogen sample test prior to the bathing season, classifying and ranking the sampling frequency for each beach, performing additional water sampling if bacterial concentration exceeds the water quality standard, and notifying the public if necessary.

The WCDH tracks and monitors this program by reporting test results weekly to the NYSDOH's Bureau of Community Environmental Health and Food Protection ("BCEHFP") and when a beach closure becomes necessary.

Current program outcomes show that twenty-two (22) beaches are routinely sampled and monthly reports are submitted to the BCEHFP. During the 2019 bathing season, approximately 478 samples were collected and analyzed. Preemptive closures due to precipitation events occurred eight (8) times, resulting in sixteen (16) closure days. An additional thirty-eight (38) advisories and /or closures as a result of bacteria levels exceeding the standard resulted in seventy-six (76) closure days for the 8 facilities affected and three (3) advisories resulted in six (6) closure days.

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 original agreement shall remain unchanged.

Your approval of the attached resolution is respectfully requested.

/s/

Attachment

RESOLUTION

UPON A COMMUNICATION THE COMMISSIONER OF HEALTH, be it hereby

RESOLVED, that the County of Westchester ("County"), acting by and through its Department of Health, is authorized to enter into a contract amendment with the New York State Department of Health for the Bathing Beach Water Quality Monitoring and Notification Program grant in order to extend the agreement period and increase the amount not to exceed by \$34,305, pursuant to an approved budget, as follows:

Original Contract

Multi-Year Term: 10/01/14 - 09/30/19
 Total Amount Not-To-Exceed: \$210,642

Amended Contract

Multi-Year Term: 10/01/14 - 09/30/20
 Total Amount Not-To-Exceed: \$244,947;

and, be it further

RESOLVED, that the contract amendment will also require 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 original agreement 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, 2nd Floor
 White Plains, New York 10607
 December 20, 2019

Original Agreement	\$210,642
First Amendment	\$
This Amendment	\$ 34,305
TOTAL	\$244,947

Account to be Charged/Credited	Dept.	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
	263	27	622U	9853	T622 \$34,305

Budget Funding Year(s) (must match resolution) 2019 -2020 Start Date 10/01/2019 End Date 09/30/2020

Funding Source	Tax Dollars	
	State Aid	
\$34,305	Federal Aid	Federal Indirect Pass Thru
(must match resolution)	Other	