



113595

DATE: April 27, 2026

TO: Board of Acquisition and Contract

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

RE: Authorization to amend an agreement with New York State Department of Health to Accept Funding for the Lead Rental Registry Program Grant commencing on April 1, 2024 and continuing through March 31, 2029, in the total amount not-to-exceed \$6,881,500, in order to increase the not-to-exceed amount by \$107,325 for budget years April 1, 2026 through March 31, 2029, to a new total not-to-exceed of \$6,988,825.

On April 25, 2024, your Honorable Board approved a Resolution (the "April 25, 2024 Resolution"), which authorized the County of Westchester ("County"), acting by and through its Department of Health (the "WCDH"), to accept funding for the new Lead Rental Registry Program ("Lead RR Pgm") Grant commencing on April 1, 2024 and continuing through March 31, 2029, in the total amount not-to-exceed \$6,881,500, pursuant to an approved budget, and for the County to defend and indemnify the New York State Department of Health (the "Agreement"). This Agreement has been executed.

The NYSDOH has recently notified the WCDH that it we will be receiving additional funding for the remaining 3 years of the active agreement. The anticipated revised annual award for years 3-5 (4/1/2026 – 3/31/2029) will be \$1,412,075 in total, which is an increase of \$35,775 per year.

The WCDH has been awarded an initial amount not-to-exceed \$6,881,500 to rollout the Lead RR Pgm. This is part of Governor Hochul's announcement of a nation-leading new program to prevent child lead exposure. The initiative builds off a rental registry and inspection approach developed in Rochester and involves multiple agencies including the Division of Housing and Community Renewal and Department of State.

It should be also be noted that the L RR Pgm Amendment will also require the County to indemnify the NYSDOH 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 Lead RR Pgm will support and enhance the public health, environmental safety and general welfare of all County residents by mitigating and remediating the presence of lead in housing units built prior to 1980 by establishing a lead rental registry database.

Except as otherwise expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged.

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.

Your approval of the attached resolution is respectfully requested.

Attachment

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, is hereby authorized to amend the agreement with New York State Department of Health to Accept Funding for the Lead Rental Registry Program Grant commencing April 1, 2024 and continuing through March 31, 2029, in the total amount not-to-exceed \$6,881,500, in order to increase the not-to-exceed amount by \$107,325 for budget years April 1, 2026 through March 31, 2029, which is an increase of \$35,775 per year 3-5, to a new total not-to-exceed of \$6,988,825; and, be it further,

RESOLVED, that the Amendment will also require the County to indemnify the NYSDOH 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.”; and, be it further

RESOLVED, that except as otherwise expressly amended herein, all other terms and conditions of the 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.

Original Agreement	\$6,881,500
This Amendment	\$ 107,325
TOTAL	<u>\$6,988,825</u>

Account to be Charged/Credited			Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
	Fund	Dept				
	263	27	B087	9854	G087	\$35,775.00
	263	27	C087	9854	G087	\$35,775.00
	263	27	D087	9854	G087	\$35,775.00
Budget Funding Year(s) (must match resolution)	<u>2026-2029</u>	Start Date	<u>04/01/2026</u>	End Date	<u>3/31/29</u>	
Funding Source	Tax Dollars	N/A				
	State Aid	N/A				
\$107,325	Federal Aid	N/A				
(must match resolution)	Other					