

OnBase ID#112902

DATE: January 23, 2026

TO: Board of Acquisition and Contract

FROM: Keith Hoffman
Chief Administrator
Department of Laboratories and Research

SUBJECT: Authority to enter into an agreement with the County of Rockland, pursuant to which the County of Westchester will provide tuberculosis and infectious disease testing services, for a term from January 1, 2026 through December 31, 2027, for an amount not-to-exceed \$60,000.00.

Authority is respectfully requested from your Honorable Board for the County of Westchester (the "County") to enter into an agreement with the County of Rockland ("Rockland"), pursuant to which the County will provide tuberculosis and infectious disease testing services, for a term from January 1, 2026 through December 31, 2027, for an amount not-to-exceed \$60,000.00, payable at approved rates (the "Agreement").

Rockland does not have the capability to perform tuberculosis and infectious disease testing and has requested that the County perform these testing services on behalf of, and for the benefit of, Rockland for the protection of the general public.

The proposed Agreement will contain the following provision, or a provision with substantially the same language, concerning indemnification and defense:

"The parties agree to the fullest extent permitted by law to defend, indemnify and hold harmless each other, including their officials, employees, and volunteers, from and against all claims, including appeals, judgments for damages concerning any injuries, including mental anguish, or death to any person or damage to any property, and costs and expenses to which a party or its officials, employees, or volunteers may be subject to or which they may suffer or incur arising out of any of the respective operations of the parties under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or the failure to comply with the law or any of the requirements of this Agreement. If the facts or law

relating to any of the preceding would preclude a party or its officials, employees, and/or volunteers from being fully indemnified by the other party, the aggrieved party, its officials, employees, and volunteers shall be partially indemnified by the other party to the fullest extent permitted by law.”

The proposed Agreement will serve a public purpose by ensuring that the County can render testing services to Rockland and be fully paid for the services rendered.

The goal and objective of the proposed Agreement is to ensure that the County can render testing services to Rockland and be fully paid for the services rendered.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of fiscal responsibility, as it will ensure that the County can render testing services to Rockland and be fully paid for the services rendered.

The goal and objective of the proposed Agreement will be tracked and monitored by the staff of Department of Laboratories and Research.

The proposed Agreement does not constitute procurement. Accordingly, the provisions of the Westchester County Procurement Policy and Procedures do not apply.

I respectfully recommend the adoption of the attached resolution.

AM/DD/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT 02/05/2026 - RAYMOND SCUKKY, SECRETARY

RESOLUTION

Upon a communication from the Department of Laboratories and Research, be it hereby:

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into an agreement with the County of Rockland, pursuant to which the County will provide tuberculosis and infectious disease testing services, for a term from January 1, 2026 through December 31, 2027, for an amount not-to-exceed \$60,000.00, payable at approved rates (the "Agreement"); and be it further

RESOLVED, that, under the Agreement, the County and Rockland will agree to the following provision, or a provision with substantially the same language, concerning indemnification and defense:

"The parties agree to the fullest extent permitted by law to defend, indemnify and hold harmless each other, including their officials, employees, and volunteers, from and against all claims, including appeals, judgments for damages concerning any injuries, including mental anguish, or death to any person or damage to any property, and costs and expenses to which a party or its officials, employees, or volunteers may be subject to or which they may suffer or incur arising out of any of the respective operations of the parties under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or the failure to comply with the law or any of the requirements of this Agreement. If the facts or law relating to any of the preceding would preclude a party or its officials, employees, and/or volunteers from being fully indemnified by the other party, the aggrieved party, its officials, employees, and volunteers shall be partially indemnified by the other party to the fullest extent permitted by law."

; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions necessary and appropriate to effectuate the purposes of this resolution.

Account to be
Charged/Credited

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2026	101	31	0010-4200	9067		\$30,000.00
2027	101	31	0010-4200	9067		\$30,000.00

Budget Funding Year(s): 2026-27 Start Date: 01/01/26 End Date: 12/31/27
(must match resolution)

Funding Source
\$60,000.00 (revenue)
(must match resolution)

Tax Dollars: _____
State Aid: _____
Federal Aid: _____
Other: \$60,000.00 (revenue)

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/05/2026 - RAYMOND SCUKKY, SECRETARY