



On Base: 112142

Date: October 9, 2025

To: Board of Acquisition & Contract

From: Belinda S. Miles
President

Re: Authority for the County of Westchester, acting by and through Westchester Community College, to exercise its option under its agreement with Jackson Lewis P.C., pursuant to which the Jackson Lewis P.C. was to provide labor negotiations and related ongoing contractual matters to the College, for the period from August 15, 2022, through August 14, 2025, for a total amount not-to-exceed \$334,000.00, with the County having the option, in its sole discretion, to extend the term of the agreement for an additional two (2) year period, thereby extending the term of the agreement for the period from August 15, 2025, through August 14, 2027, for an amount not-to-exceed \$256,067.00.

By resolution approved on August 4, 2022, your Honorable Board authorized the County of Westchester (the "County"), acting by and through Westchester Community College (the "College"), to enter into an agreement (the "Agreement") with Jackson Lewis P.C. (the "Consultant") for the provision of consulting services in connection with labor negotiations and related ongoing contractual matters including, without limitation, arbitrations, grievances, unfair labor practices charges, improper practice charges and labor management committee meetings (the "Services"), for a term commencing on August 15, 2022, and continuing through August 14, 2025, (the "Initial Term"), for a total amount not-to-exceed \$234,000.00, with the County having the option, in its sole discretion, to extend the term of the agreement for an additional term of two (2) years (the "Option Term"). The Agreement was subsequently executed.

Thereafter, by resolution approved on July 18, 2024, your Honorable Board authorized the County to amend the Agreement in order to increase the not-to-exceed amount thereunder by an additional \$100,000.00, from an amount not-to-exceed \$234,000.00 to an new total amount not-to-exceed \$334,000.00, payable pursuant to an approved budget (the "First Amendment"). The First Amendment was subsequently executed.

The County now desires to exercise its option to extend the term of the Agreement from August 15, 2025, through November 30, 2027. Accordingly, authority is hereby respectfully requested to amend the Agreement with the Consultant in order to extend

the term thereof for the period from August 15, 2025, through August 14, 2027. As consideration for Services rendered during the Option Term, the Consultant will be paid an amount not-to-exceed \$256,067.00, payable at the approved rates set forth in the Agreement (the "Second Amendment").

The Services under this Agreement consist of providing all necessary services as it relates to labor negotiations, arbitrations, and grievances, including the advent of a third union at the College, and other labor matters. The proposed Second Amendment is in the best interests of the County as it provides the College with services in connection with labor negotiations and related ongoing contractual matters.

Except as otherwise specifically amended hereby, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

Accordingly, approval of the annexed proposed Resolution is requested.

BSM:cm

RESOLUTION

Upon a communication from Belinda S. Miles, President, Westchester Community College, be it hereby

RESOLVED, that the County of Westchester (the "County"), acting by and through Westchester Community College (the "College"), is hereby authorized to exercise its option under its Agreement with Jackson Lewis P.C. (the Consultant"), pursuant to which the Consultant was to provide consulting services to the College in connection with labor negotiations and related ongoing contractual matters including, without limitation, arbitrations, grievances, unfair labor practices charges, improper practice charges and labor management committee meetings (the "Services"), for the period from August 15, 2022 through August 14, 2025 (the "Initial Term"), for the amount not-to-exceed \$334,000.00, with the County having the option, in its sole discretion, to extend the terms of the agreement for an additional terms of two (2) years (the "Agreement"), and thereby amend the Agreement in order to extend its term for the period from August 15, 2025, through August 14, 2027, (the "Option Term"); and be it further

RESOLVED, that in consideration for Services rendered during the Option Term, the Consultant will be paid an amount not-to-exceed \$256,067.00, at the approved rates set forth in the Agreement; and be it further

RESOLVED, that except as otherwise specifically amended hereby, all other terms and conditions set forth in the Agreement shall remain in full force and effect; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

Initial Term Total Amount: \$334,000.00

Option Term total amount: \$256,067.00

Total NTE Amount: \$590,067.00

Account to be Charged / Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	010	0105		4425		FY25/26 - \$128,033.50
	010	0105		4425		FY26/27 - \$128,033.50

Budget Funding Year(s)

Start Date: 8/15/2025

End Date: 8/14/2027

Funding Source

Tax Dollars \$ \$62,139.52

State Aid \$ 55,633.84

\$256,067.00

(must match resolution)

Federal Aid _____

Other: \$138,293.64

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/24/2025 - RAYMOND SCULKY, SECRETARY