



Kenneth W. Jenkins
County Executive

Department of Law

John M. Nonna
County Attorney

114153

Date: July 23, 2026

To: Board of Acquisition and Contract

From: John M. Nonna
County Attorney

RE: Authority for the County of Westchester to amend agreements with the law firms Kaplan Kirsch, LLP and The Wicks Group, PLLC to exercise the first of its five one-year renewal options under each Agreement for the provision of "Of Counsel" legal services to the County Attorney, as needed, concerning various matters affecting the Westchester County Airport, for the periods from August 1, 2026 through July 31, 2027.

Authority is respectfully requested from your Honorable Board for the County of Westchester (the "County") to amend agreements (collectively, the "Agreements", or individually, an "Agreement") with the law firms Kaplan Kirsch, LLP ("Kaplan Kirsch") and The Wicks Group, PLLC ("Wicks") (together, the "Firms") to exercise the first (1st) of its five (5) one (1) year renewal options under each Agreement for the provision of "Of Counsel" legal services to the County Attorney, as needed, concerning various matters affecting the Westchester County Airport (the "Services"), for the periods from August 1, 2026 through July 31, 2027 (each, a "First Option Term").

Your Honorable Board, by resolution approved on July 31, 2025, and the County Board of Legislators ("BOL"), by Act No. 2025-153 approved on July 21, 2025, authorized the County to enter into the Agreements to provide the Services, for the periods from August 1, 2025 through July 31, 2026, payable at various hourly rates, not to exceed \$200,000.00 in the aggregate, with the County reserving the option to renew each Agreement for up to five (5) additional one (1) year periods. The Agreements were subsequently executed. To date, the County has expended \$50,575.00 under the Kaplan Kirsch Agreement and \$0.00 under the Wicks Agreement, for a combined total of \$50,575.00.

Authority is now requested for the County to amend the Agreements to exercise the first (1st) of its five (5) one (1) year renewal options under each Agreement for the provision of the Services, for the periods from August 1, 2026 through July 31, 2027. In consideration for the Services to be rendered during each First Option Term, the Firms will be paid pursuant to each Agreement's approved hourly rates for the Services; provided, that the maximum amounts payable by the

County to the Firms during each First Option Term will not exceed \$200,000.00 in the aggregate (the "First Amendments").

The BOL, by Act No. 2026-143 approved on July 20, 2026, has authorized the County to enter into the First Amendments and retain the Firms for an additional year on the terms and conditions set forth above.

Except as otherwise specifically amended hereby, all other terms and conditions of the Agreements will remain in full force and effect.

The goals and objectives of the proposed First Amendments are to ensure that the County Airport is in compliance with all FAA regulations. The goals and objectives are in the best interests of the County by ensuring the safety of the traveling public. The goals and objectives of the First Amendments will be tracked and monitored by the County through the submission of monthly reports, detailing the Services rendered.

Accordingly, your Honorable Board's approval of the annexed Resolution is most respectfully requested.

JMN/mcz
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/06/2026 - RAYMOND GOULD, SECRETARY

RESOLUTION

Upon a communication from the County Attorney, be it hereby:

RESOLVED, that the County of Westchester (“County”) is hereby authorized to amend agreements (individually, an “Agreement”) with the law firms Kaplan Kirsch, LLP and The Wicks Group, PLLC (together, the “Firms”) to exercise the first (1st) of its five (5) one (1) year renewal options under each Agreement for the provision of “Of Counsel” legal services to the County Attorney, as needed, concerning various matters affecting the Westchester County Airport (the “Services”), for the periods from August 1, 2026 through July 31, 2027 (each, a “First Option Term”); and be it further

RESOLVED, that in consideration for the Services to be rendered during each First Option Term, the Firms shall be paid pursuant to each Agreement’s approved hourly rates for the Services; provided, that the maximum amounts payable by the County to the Firms during each First Option Term shall not exceed \$200,000.00 in the aggregate; and be it further

RESOLVED, that except as specifically authorized to be amended hereby, all other terms and conditions of the Agreements shall remain in full force and effect; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized and empowered to execute or deliver all instruments and to take any and all actions necessary or appropriate to effectuate the purposes hereof.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
161	44	4110	4420		\$200,000.00

Budget Funding Year(s) 2026-2027 Start Date 8-01-26 End Date 7-31-27
(must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$200,000.00 Federal Aid _____
(must match resolution) Other X _____