

Legislation Meeting Agenda



Committee Chair: Colin Smith

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Monday, June 2, 2025

1:00 PM

Committee Room

Joint with P&E and L&HR

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

Legislator Colin Smith will be participating remotely from 1132 Main Street, Suite 1, Peekskill, NY 10566.

MINUTES APPROVAL

Monday, May 19, 2025 at 1:00 p.m.

I. ITEMS FOR DISCUSSION

1. [2025-182](#) IMA-Volunteer Training Program-Putnam-Northern Westchester BOCES

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with Putnam/Northern Westchester Board of Cooperative Educational Services to enter upon County parkland for the purpose of implementing a volunteer training program wherein middle and high school students volunteer at various County park facilities to conduct certain activities, including but not limited to landscape maintenance, painting and other general maintenance of grounds and buildings to supplement classroom instruction, for a period of five years, expiring on August 31, 2029.

COMMITTEE REFERRAL: COMMITTEES ON LEGISLATION, PARKS & ENVIRONMENT AND LABOR & HUMAN RIGHTS

Guests: Law Dept.: Senior Assistant County Attorney Carla Chaves; Parks Dept.: Commissioner Kathy O'Connor and First Deputy Commissioner Peter Tartaglia

2. **2025-233** RES-2025 Federal Joint Legislative Package

Forwarding the 2025 Westchester County Federal Joint Legislative Package.

Guest: Representative from the County Executive's Office

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



Kenneth W. Jenkins
Westchester County Executive

April 14, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Parks, Recreation and Conservation ("Department"), to enter into an intermunicipal agreement ("Agreement") with Putnam/Northern Westchester Board of Cooperative Educational Services ("Putnam/NW BOCES"), a municipal corporation as defined in Article 5-G of the New York State General Municipal Law, pursuant to which the County grants Putnam/NW BOCES permission to enter into and upon County parkland located throughout Westchester, for the sole purpose of implementing a volunteer training program wherein middle and high school students volunteer at various County park facilities to conduct certain activities, including but not limited to landscape maintenance, painting and other general maintenance of grounds and buildings, (collectively, the "Permitted Activities"), in order to supplement classroom instruction. The Agreement will be for a term of five (5) years, commencing retroactively on September 1, 2024 and expiring on August 31, 2029.

As consideration for the grant of this Agreement, Putnam/NW BOCES will contribute to community projects wherein students will volunteer to assist County personnel to complete said projects at various County locations, subject to the mutual approval of the parties, it being understood that the true consideration for the grant of this Agreement is the value of the on-the-job experience the students receive by volunteering at County park facilities.

Putnam/NW BOCES will supervise the students when volunteering on County property, and provide all necessary specialty type equipment and supplies to complete the Permitted Activities. In order to prepare the students for volunteering on County property, Putnam/NW BOCES, at its sole cost and expense, will also do the following:

- a) provide all necessary mutually agreed teaching, administrative and other personnel, together with necessary specialty type equipment and supplies, as applicable;
- b) provide registration services for students enrolling in the program;

c) provide appropriate course information and class rosters on a timely basis prior to and subsequent to the beginning of the program; and

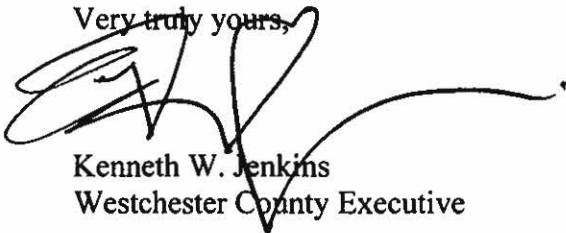
d) provide required materials and supplies for the instructional programs and administrative overhead.

Pursuant to the Agreement, the County may assist Putnam/NW BOCES with any equipment and supplies that the County has available for the completion of the Permitted Activities. In addition, the County may, but it is not obligated to, supervise students while volunteering at County park facilities. Students may be provided the opportunity to learn about Department careers through personnel supervision at parks, career days, and may also participate at job fairs and may also participate in instruction on Putnam/NW BOCES's campus i.e., greenhouse production and ecological restoration projects. Furthermore, the County will assist Putnam/NW BOCES with the planning and scheduling of the Permitted Activities to be performed at the County park facilities.

In addition, the County will indemnify and hold harmless Putnam/NW BOCES, its officers, employees and student volunteers from liability arising out of the County's sole negligence in connection with the Permitted Activities. Furthermore, pursuant to the proposed Agreement, any promotional materials will emphasize the public nature of the program.

I believe this Agreement to be in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'KWJ', with a long, sweeping horizontal line extending to the right.

Kenneth W. Jenkins
Westchester County Executive

KWJ/KO/cmc
Attachments

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Parks, Recreation and Conservation ("Department"), to enter into an intermunicipal agreement ("Agreement") with Putnam/Northern Westchester Board of Cooperative Educational Services ("Putnam/NW BOCES"), a municipal corporation as defined in Article 5-G of the New York State General Municipal Law, pursuant to which the County grants Putnam/NW BOCES permission to enter into and upon County parkland located throughout Westchester, for the sole purpose of implementing a volunteer training program wherein middle and high school students volunteer at various County park facilities to conduct certain activities, including but not limited to landscape maintenance, painting and other general maintenance of grounds and buildings, (collectively, the "Permitted Activities"), in order to supplement classroom instruction. The Agreement will be for a term of five (5) years, commencing retroactively on September 1, 2024 and expiring on August 31, 2029.

Your Committee is advised that, as consideration for the grant of this Agreement, Putnam/NW BOCES will contribute to community projects wherein students will volunteer to assist County personnel to complete said projects at various County locations, subject to the mutual approval of the parties, it being understood that the true consideration for the grant of this Agreement is the value of the on-the-job experience the students receive by volunteering at County park facilities.

Your Committee is also advised that Putnam/NW BOCES will supervise the students when volunteering on County property, and provide all necessary specialty type equipment and supplies to complete the Permitted Activities. In order to prepare the students for volunteering on County property, Putnam/NW BOCES, at its sole cost and expense, will also do the following:

- a) provide all necessary mutually agreed teaching, administrative and other personnel, together with necessary specialty type equipment and supplies, as applicable;
- b) provide registration services for students enrolling in the program;

- c) provide appropriate course information and class rosters on a timely basis prior to and subsequent to the beginning of the program; and
- d) provide required materials and supplies for the instructional programs and administrative overhead.

Your Committee is advised that, pursuant to the Agreement, the County may assist Putnam/NW BOCES with any equipment and supplies that the County has available for the completion of the Permitted Activities. In addition, the County may, but it is not obligated to, supervise students while volunteering at County park facilities. Students may be provided the opportunity to learn about Department careers through personnel supervision at parks, career days, and may also participate at job fairs and participate in instruction on Putnam/NW BOCES's campus i.e., greenhouse production and ecological restoration projects.

Furthermore, your Committee is further advised that, pursuant to the Agreement, the County will assist Putnam/NW BOCES with the planning and scheduling of the Permitted Activities to be performed at the County park facilities.

In addition, the County will indemnify and hold harmless Putnam/NW BOCES, its officers, employees and student volunteers from liability arising out of the County's sole negligence in connection with the Permitted Activities. Furthermore, pursuant to the proposed Agreement, any promotional materials will emphasize the public nature of the program.

The Department of Planning has advised your Committee that based on its review, the proposed project does not meet the definition of an action under the New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations, 6 NYCRR Part 617(2)(b). Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered the proposed Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C:cmc.04.10.2025

FISCAL IMPACT STATEMENT

SUBJECT: Agmt with Putnam/NW BOCES

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses:

Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues:

Annual Amount _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

Prepared by:

Kerry Riguzzi *KR*

Title:

Manager - Fiscal Operations *GR*

Department:

Parks, Recreation & Conservation

Date:

April 11, 2025

Reviewed By: *[Signature]*

Budget Director

Date:

4/15/25

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with Putnam/Northern Westchester Board of Cooperative Educational Services to enter upon County parkland for the purpose of implementing a volunteer training program wherein middle and high school students volunteer at various County park facilities to conduct certain activities, including but not limited to landscape maintenance, painting and other general maintenance of grounds and buildings, to supplement classroom instruction, for a period of five years, expiring on August 31, 2029.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester ("County") is hereby authorized to enter into an intermunicipal agreement ("Agreement") with Putnam/Northern Westchester Board of Cooperative Educational Services ("Putnam/NW BOCES"), a municipal corporation as defined in Article 5-G of the New York State General Municipal Law, pursuant to which the County grants Putnam/NW BOCES permission to enter into and upon County parkland located throughout Westchester, for the sole purpose of implementing a volunteer training program wherein middle and high school students volunteer at various County park facilities to conduct certain activities, including but not limited to landscape maintenance, painting and other general maintenance of grounds and buildings, (collectively, the "Permitted Activities"), in order to supplement classroom instruction. The Agreement shall be for a term of five (5) years, commencing retroactively on September 1, 2024 and expiring on August 31, 2029.

§2. As consideration for the grant of this Agreement, Putnam/NW BOCES shall contribute to community projects wherein students will volunteer to assist County personnel to complete said projects at various County locations, subject to the mutual approval of the parties, it being understood that the true consideration for the grant of this Agreement is the value of the on-the-job experience the students receive by volunteering at County park facilities.

§3. Putnam/NW BOCES shall supervise the students when volunteering on County property, and provide all necessary specialty type equipment and supplies to complete the Permitted Activities. In order

to prepare the students for volunteering on County property. Putnam/NW BOCES, at its sole cost and expense, shall also do the following:

- a) provide all necessary mutually agreed teaching, administrative and other personnel, together with necessary specialty type equipment and supplies, as applicable;
- b) provide registration services for students enrolling in the program;
- c) provide appropriate course information and class rosters on a timely basis prior to and subsequent to the beginning of the program; and
- d) provide required materials and supplies for the instructional programs and administrative overhead.

§4. The County may assist Putnam/NW BOCES with any equipment and supplies that the County has available for the completion of the Permitted Activities. In addition, the County may, but it is not obligated to, supervise students while volunteering at County park facilities. Students may be provided the opportunity to learn about Department careers through personnel supervision at parks, career days, and may also participate in job fairs and participate in instruction on Putnam/NW BOCES's campus i.e., greenhouse production and ecological restoration projects.

§5. The County shall assist Putnam/NW BOCES with the planning and scheduling of the Permitted Activities to be performed at the County park facilities and such Permitted Activities shall be previously approved by the Department.

§6. The County shall indemnify and hold harmless Putnam/NW BOCES, its officers, employees and student volunteers from liability arising out of the County's sole negligence in connection with the Permitted Activities.

§7. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and take all action necessary and appropriate to accomplish the purposes hereof.

§8. This Act shall take effect immediately.

INTERMUNICIPAL COOPERATIVE AGREEMENT

THIS AGREEMENT ("Agreement") made the ____ day of _____, 2025, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, acting by and through the Department of Parks, Recreation and Conservation (hereinafter the "County")

and

PUTNAM/NORTHERN WESTCHESTER BOARD OF COOPERATIVE EDUCATIONAL SERVICES, with offices at 200 BOCES Drive, Yorktown Heights, New York 10598 (hereinafter the "BOCES").

WITNESSETH:

WHEREAS, the County, acting by and through its Department of Parks, Conservation and Recreation ("Department"), owns certain parkland throughout the County of Westchester, including property located at 51 Route 100, Katonah, New York 10530, commonly known as the "Muscoot Farm" and property located at 2610 NY-35, Katonah, NY 10536, commonly known as "Lasdon Park" (collectively, the "Property" or "County property"); and

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the BOCES provides a wide range of training opportunities to middle and high school students, including its Career Academies, which integrate academics with state-of-the-art technical training for hundreds of students from Putnam and Northern Westchester counties; and

WHEREAS, BOCES desires to undertake a volunteer training program at the County property wherein students will volunteer at the Department's facilities in order to supplement classroom instruction; and

WHEREAS, the County desires to cooperate with BOCES by permitting BOCES access to the County property to undertake such volunteer training program, on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The County hereby grants to the BOCES and the BOCES hereby accepts from the County a non-exclusive revocable license to enter in and upon the Property for the purpose of allowing students to volunteer at various County park facilities, including but not limited to landscape maintenance, painting, other general maintenance of grounds and buildings, in order to supplement classroom instruction ("Activities"). The County shall assist the BOCES with planning and scheduling the Activities to be performed at County park facilities and such Activities shall be previously approved by the Commissioner (as defined below). The BOCES shall provide supervision of the students when volunteering on County property, as well as all necessary specialty type equipment and supplies to complete the Activities. It is hereby understood by the parties that the County may assist the BOCES with any equipment and supplies readily available for the completion of the Activities.

The BOCES shall furnish volunteer registration services, teaching and other personnel for the Activities. The Schedule of Instruction for the 2024-25 Academic Year is annexed hereto and made a part hereof as Schedule "A." Schedule "A" may be modified based upon student needs and programmatic offerings, consistent with standard scheduling and approval procedures set forth herein. Proposed amendments to Schedule "A" will be submitted to the County for approval as soon as possible after the need for the same are known, with constructive written notice to the County that in the event the County does not approve the proposed amendment(s) to Schedule "A" within twenty (20) days of receipt of same, such Schedule "A" amendment(s) shall be deemed approved, and, in the event the County fails to approve such amendment(s), such amendments(s) will be deemed approved within 20 days after the County's receipt of the same. BOCES shall prepare an updated Schedule of Instruction for the 2025-2026 academic year and any subsequent academic years, in accordance with the standard scheduling and approval procedures set forth above to reflect the courses actually provided for any applicable academic year. BOCES shall provide the tentative written updated Schedules of Instruction to the County for approval by May 31st of each year, with constructive written notice to the County that in the event the County does not approve the updated Schedule of Instruction within twenty (20) days of receipt of same, such updated Schedule of Instruction shall be deemed approved provided, however, that such written updated Schedules of Instruction may be updated thereafter in accordance with the standard scheduling and approval procedures set forth above. The County shall not unreasonably withhold, condition or delay its approval of any updated schedule or any amendments thereof.

Any promotional materials shall emphasize the public nature of the program. The BOCES, BOCES' personnel and anyone else authorized by the terms of the Agreement to enter upon and use the County property shall not display any signs, cards or advertising on the County property, except upon the prior written approval of the County.

In connection with the program, and in order to prepare the students for volunteering on County property, the BOCES shall:

- a) provide all necessary mutually agreed teaching, administrative and other personnel (to be hired, supervised and paid by BOCES) together with necessary specialty type equipment and supplies, as applicable;
- b) provide registration services for students enrolling in the program;
- c) provide appropriate course information and class rosters on a timely basis prior to and subsequent to the beginning of the program;
- d) order and pay for reasonably required materials and supplies for the instructional programs and administrative overhead, unless such equipment and supplies are readily available through the County as set forth above.

The County may, but it is not obligated to, supervise students while volunteering at the County property. The County may also expose students to Department of Parks, Conservation and Recreation careers through personnel supervision at parks, career days, and job fairs and to participate in instruction on the BOCES' campus i.e., greenhouse production and ecological restoration projects, subject to the prior approval of the Commissioner.

SECOND: The term of this Agreement shall commence on September 1, 2024 and shall terminate on August 31, 2029, unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: In consideration for the use of the Property by the BOCES for the volunteer training program, the BOCES agrees to contribute to community projects wherein students will volunteer to assist County personnel to complete said projects in County property that will stay in said County property, and are subject to the mutual approval of the parties, it being recognized that the true consideration is the value of the on-the-job experience the students receive by volunteering at County park facilities. It is expressly understood and agreed that where students are assisting County personnel to complete community projects, that the County will provide supplies and equipment necessary to undertake such activities at no cost to BOCES.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the BOCES for out-of-pocket expenses or disbursements made in connection with the activities undertaken pursuant to this Agreement.

Any and all requests for payment to be made, if any, including any request for partial payment, shall be submitted by BOCES on properly executed payment vouchers of the County and paid only after approval by the President. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to BOCES prior to completion of all Activities and the approval of same by the Commissioner.

The BOCES shall, at no additional charge, furnish all services, materials, tools, equipment and other appliances necessary to complete the Activities, except for readily available equipment and supplies the County may provide to the BOCES to complete the Activities and except as otherwise set forth hereinabove.

The BOCES shall permit the County or any of its authorized representatives to visit and inspect the Program, including, but not limited to, reasonable on-site inspections.

FOURTH: (a) Either party, upon sixty (60) days' notice to the other party, may terminate this Agreement in whole or in part when such party deems it to be in its best interest.

(b) In the event the County determines that there has been a material breach by BOCES of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on BOCES of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement. In such an event, the BOCES shall immediately withdraw all students from volunteering on County property.

FIFTH: BOCES agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", BOCES agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, BOCES shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by BOCES or third parties under the direction or control of BOCES;

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions of BOCES and to bear all other costs and expenses related thereto; and

(c) In the event the BOCES does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the BOCES shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

SIXTH: The County agrees to indemnify and hold harmless the BOCES, its officers, agents, employees and student volunteers from liability arising out of its sole negligence in connection with the permitted activities set forth in this Agreement. The County further agrees to name the BOCES as an additional insured on its general liability insurance policy and hold the following Minimum Required Insurance:

- a. Commercial General Liability Insurance
- \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
- \$2,000,000 Products and Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage
- \$10,000 Medical Expense

In addition, the County agrees to hold a policy Umbrella/Excess Insurance in the amount of \$3,000,000 for each Occurrence and in the Aggregate. The County further agrees to hold insurance for Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the misconduct, abuse (including both physical and sexual) molestation.

In lieu of the aforementioned insurance, the County agrees to self-insure all liability for bodily injury and death and/or property damage under the County's self-insurance program in accordance with Local Law 6-1986 and Chapter 295 of the Laws of Westchester County. Further, if the County changes from a self-insurance program to a traditional insurance program then the County shall forward certificates of General Liability coverage naming the Contractor as an additional insured.

SEVENTH: BOCES expressly agrees that neither it nor any volunteer, student, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. BOCES acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others. BOCES and the County both acknowledge that they have a policy that prohibits discrimination, including sexual harassment prevention, consistent with New York State Labor Law Section 201-g.

EIGHTH: BOCES shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to those applicable to BOCES as an employer of labor. BOCES shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Activities hereunder.

NINTH: BOCES shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. BOCES shall not subcontract any part of the Activities without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Activities under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by BOCES that for the purposes of this Agreement, all Activities performed by a County-approved subcontractor shall be deemed Activities performed by BOCES and BOCES shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

TENTH: BOCES and the County agree that the students, BOCES and its officers, employees, agents, contractors, subcontractors and/or consultants are not employees of the County

or any department, agency or unit thereof. BOCES covenants and agrees that neither the students, BOCES nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

ELEVENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Activities or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner of Parks, Recreation and Conservation
450 Saw Mill River Road
Ardsley, New York 10502

with a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To BOCES: Ronald Clamser, Jr.
Assistant Superintendent for Business
Putnam | Northern Westchester Board of Cooperative Educational Services
200 BOCES Drive
Yorktown Heights, New York 10598

THIRTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

FOURTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

FIFTEENTH: BOCES recognizes that this Agreement does not grant BOCES the exclusive right to perform the Activities for the County and that the County may enter into similar agreements with other contractors on an "as needed" basis.

SIXTEENTH: BOCES shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. BOCES shall also use all reasonable means to avoid any appearance of impropriety.

SEVENTEENTH: Attached hereto and forming a part hereof as Schedule "C" is a questionnaire entitled "Required Disclosure of Relationships to County." The BOCES agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, BOCES agrees to notify County in writing within ten (10) business days of such event.

EIGHTEENTH: The BOCES represents, warrants and covenants that the students volunteering at County property will not be left unattended and will be subject to constant monitoring by the BOCES personnel and/or County staff.

NINETEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTIETH: This Agreement shall not be enforceable until signed by both parties, approved by the Office of the County Attorney and approved by the County and the BOCES Board, respectively.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County and the BOCES have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Kathleen O'Connor
Commissioner of Parks, Recreation
and Conservation

**PUTNAM - NORTHERN WESTCHESTER
BOARD OF COOPERATIVE EDUCATIONAL
SERVICES**

By: _____
Neil Boyle
District Superintendent

By: _____
Richard Kreps
Board President

Approved:

Senior Assistant County Attorney
The County of Westchester
IMA PutnamNorthWest.BOCES.Agreement.cmc.02.04.2025

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

**CERTIFICATE OF AUTHORITY
(CORPORATION)**

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 2024, before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

SCHEDULE "A"**SCHEDULE OF INSTRUCTION***

2024	Times	Location
Thursday, September 26	8:00-11:00	Muscoot Farm
Monday, September 30	8:00-12:00	Muscoot Farm
Thursday, October 3	NO SCHOOL	
Monday, October 7	8:00-12:00	Muscoot Farm
Thursday, October 10	8:00-11:00	Muscoot Farm
Monday, October 14	NO SCHOOL	
Thursday, October 17	8:00-11:00	Muscoot Farm
Monday, October 21	8:00-12:00	Muscoot Farm
Thursday, October 24	8:00-11:00	Muscoot Farm
Monday, October 28	8:00-12:00	Muscoot Farm
Thursday, October 31	8:00-11:00	Muscoot Farm
Monday, November 4	8:00-12:00	Muscoot Farm
Thursday, November 7	8:00-11:00	Muscoot Farm
Monday, November 11	NO SCHOOL	
Thursday, November 14	8:00-11:00	Muscoot Farm
Monday, November 18	8:00-12:00	Muscoot Farm
Thursday, November 21	8:00-11:00	Muscoot Farm
Monday, November 25	8:00-12:00	Muscoot Farm
Thursday, November 28	NO SCHOOL	
Monday, December 2	8:00-12:00	Muscoot Farm
Thursday, December 5	8:00-11:00	Muscoot Farm
Monday, December 9	8:00-12:00	Muscoot Farm
Thursday, December 12	8:00-11:00	Muscoot Farm
Monday, December 16	8:00-12:00	Muscoot Farm
Thursday, December 19	8:00-11:00	Muscoot Farm
Monday, December 23	NO SCHOOL	
Thursday, December 26	NO SCHOOL	
Monday, December 30	NO SCHOOL	
2025		Muscoot Farm
Thursday, January 2	8:00-11:00	Muscoot Farm
Monday, January 6	8:00-12:00	Muscoot Farm
Thursday, January 9	8:00-11:00	Muscoot Farm
Monday, January 13	8:00-12:00	Muscoot Farm
Thursday, January 16	NO SCHOOL	
Monday, January 20	NO SCHOOL	
Thursday, January 23	8:00-11:00	Muscoot Farm
Monday, January 27	8:00-12:00	Muscoot Farm
Thursday, January 30	8:00-11:00	Muscoot Farm
Monday, February 3	8:00-12:00	Muscoot Farm

Thursday, February 6	8:00-11:00	Muscoot Farm
Monday, February 10	8:00-12:00	Muscoot Farm
Thursday, February 13	8:00-11:00	Muscoot Farm
Monday, February 17	NO SCHOOL	
Thursday, February 20	NO SCHOOL	
Monday, February 24	8:00-12:00	Muscoot Farm
Thursday February 27	8:00-11:00	Muscoot Farm
Monday, March 3	8:00-12:00	Muscoot Farm
Thursday, March 6	8:00-11:00	Muscoot Farm
Monday, March 10	8:00-12:00	Muscoot Farm
Thursday, March 13	8:00-11:00	Muscoot Farm
Monday, March 17	8:00-12:00	Muscoot Farm
Thursday, March 20	8:00-11:00	Muscoot Farm
Monday, March 24	8:00-12:00	Muscoot Farm
Thursday, March 27	8:00-11:00	Muscoot Farm
Monday March 31	8:00-12:00	Muscoot Farm
Thursday, April 3	8:00-11:00	Muscoot Farm
Monday, April 7	8:00-12:00	Muscoot Farm
Thursday, April 10	8:00-11:00	Muscoot Farm
Monday April 14	NO SCHOOL	
Thursday, April 17	NO SCHOOL	
Monday, April 21	8:00-12:00	Muscoot Farm
Thursday, April 24	8:00-11:00	Muscoot Farm
Monday, April 28	8:00-12:00	Muscoot Farm
Thursday, May 1	8:00-11:00	Muscoot Farm
Monday, May 5	8:00-12:00	Muscoot Farm
Thursday, May 8	8:00-11:00	Muscoot Farm
Monday, May 12	8:00-12:00	Muscoot Farm
Thursday, May 15	8:00-11:00	Muscoot Farm
Monday, May 19	8:00-12:00	Muscoot Farm
Thursday, May 22	8:00-11:00	Muscoot Farm
Monday, May 26	NO SCHOOL	
Thursday, May 29	8:00-11:00	Muscoot Farm

Schedule "A" may be modified based upon student needs and programmatic offerings, consistent with standard scheduling and approval procedures set forth herein. Proposed amendments to Schedule "A" will be submitted to the County for approval as soon as possible after the need for the same are known, with constructive written notice to the County that in the event the County does not approve the proposed amendment(s) to Schedule "A" within twenty (20) days of receipt of constructive written notice of the same, such Schedule "A" amendment(s) shall be deemed approved. In the event the County fails to approve such amendment(s), such amendments(s) will be deemed approved within 20 days after the County's receipt of the same.

* BOCES shall prepare an updated Schedule of Instruction for the 2025-2026 academic year and any subsequent academic years, by May 31st of each year, in accordance with the standard scheduling and approval procedures set forth above to reflect the courses actually provided for any applicable academic year. BOCES shall provide the tentative written updated Schedules of Instruction to the

County for approval by May 31st of each year, with constructive written notice to the County that in the event the County does not approve the updated Schedule of Instruction within twenty (20) days of receipt of same, such updated Schedule of Instruction shall be deemed approved, provided, however, that such written updated Schedules of Instruction may be updated thereafter in accordance with the standard scheduling and approval procedures set forth above. Approval of any updated schedule will not be unreasonably withheld.

SCHEDULE "B"

INSURANCE PROVISIONS **(BOCES)**

1. Prior to commencing activities pursuant to this Agreement, and throughout the term of the Agreement, the BOCES shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, or from New York Schools Insurance Reciprocal (NYSIR). The BOCES shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the BOCES and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the BOCES shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the BOCES to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the BOCES to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the BOCES from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the BOCES concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the BOCES until such time as the BOCES shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the BOCES maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the BOCES. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The BOCES shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent BOCES and Sub-BOCES.
- iv. Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- i. Owned automobiles.
- ii. Hired automobiles.
- iii. Non-owned automobiles.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy.

(Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

3. All policies of the BOCES shall be endorsed to contain the following clauses:

- a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.
- c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the BOCES.

SCHEDULE "C"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

- 1.) Are any of the employees that the BOCES will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the BOCES or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the BOCES or in any approved sub-consultant that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

[NO FURTHER TEXT ON THIS PAGE]

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Parks, Recreation and Conservation ("Department"), to enter into an intermunicipal agreement ("Agreement") with Putnam/Northern Westchester Board of Cooperative Educational Services ("Putnam/NW BOCES"), a municipal corporation as defined in Article 5-G of the New York State General Municipal Law, pursuant to which the County grants Putnam/NW BOCES permission to enter into and upon County parkland located throughout Westchester, for the sole purpose of implementing a volunteer training program wherein middle and high school students volunteer at various County park facilities to conduct certain activities, including but not limited to landscape maintenance, painting and other general maintenance of grounds and buildings, (collectively, the "Permitted Activities"), in order to supplement classroom instruction. The Agreement will be for a term of five (5) years, commencing retroactively on September 1, 2024 and expiring on August 31, 2029.

Your Committee is advised that, as consideration for the grant of this Agreement, Putnam/NW BOCES will contribute to community projects wherein students will volunteer to assist County personnel to complete said projects at various County locations, subject to the mutual approval of the parties, it being understood that the true consideration for the grant of this Agreement is the value of the on-the-job experience the students receive by volunteering at County park facilities.

Your Committee is also advised that Putnam/NW BOCES will supervise the students when volunteering on County property, and provide all necessary specialty type equipment and supplies to complete the Permitted Activities. In order to prepare the students for volunteering on County property, Putnam/NW BOCES, at its sole cost and expense, will also do the following:

- a) provide all necessary mutually agreed teaching, administrative and other personnel, together with necessary specialty type equipment and supplies, as applicable;
- b) provide registration services for students enrolling in the program;

- c) provide appropriate course information and class rosters on a timely basis prior to and subsequent to the beginning of the program; and
- d) provide required materials and supplies for the instructional programs and administrative overhead.

Your Committee is advised that, pursuant to the Agreement, the County may assist Putnam/NW BOCES with any equipment and supplies that the County has available for the completion of the Permitted Activities. In addition, the County may, but it is not obligated to, supervise students while volunteering at County park facilities. Students may be provided the opportunity to learn about Department careers through personnel supervision at parks, career days, and may also participate at job fairs and participate in instruction on Putnam/NW BOCES's campus i.e., greenhouse production and ecological restoration projects.

Furthermore, your Committee is further advised that, pursuant to the Agreement, the County will assist Putnam/NW BOCES with the planning and scheduling of the Permitted Activities to be performed at the County park facilities.

In addition, the County will indemnify and hold harmless Putnam/NW BOCES, its officers, employees and student volunteers from liability arising out of the County's sole negligence in connection with the Permitted Activities. Furthermore, pursuant to the proposed Agreement, any promotional materials will emphasize the public nature of the program.

The Department of Planning has advised your Committee that based on its review, the proposed project does not meet the definition of an action under the New York State Environmental Quality Review Act ("SEQRA") and its implementing regulations, 6 NYCRR Part 617(2)(b). Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered the proposed Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C:cmc.04.10.2025

FISCAL IMPACT STATEMENT

SUBJECT: Agmt with Putnam/NW BOCES

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses:

Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues:

Annual Amount _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

Prepared by:

Kerry Riguzzi *KR*

Title:

Manager - Fiscal Operations

Reviewed By: _____

Department:

Parks, Recreation & Conservation

Budget Director

Date:

April 11, 2025

Date: _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with Putnam/Northern Westchester Board of Cooperative Educational Services to enter upon County parkland for the purpose of implementing a volunteer training program wherein middle and high school students volunteer at various County park facilities to conduct certain activities, including but not limited to landscape maintenance, painting and other general maintenance of grounds and buildings, to supplement classroom instruction, for a period of five years, expiring on August 31, 2029.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester ("County") is hereby authorized to enter into an intermunicipal agreement ("Agreement") with Putnam/Northern Westchester Board of Cooperative Educational Services ("Putnam/NW BOCES"), a municipal corporation as defined in Article 5-G of the New York State General Municipal Law, pursuant to which the County grants Putnam/NW BOCES permission to enter into and upon County parkland located throughout Westchester, for the sole purpose of implementing a volunteer training program wherein middle and high school students volunteer at various County park facilities to conduct certain activities, including but not limited to landscape maintenance, painting and other general maintenance of grounds and buildings, (collectively, the "Permitted Activities"), in order to supplement classroom instruction. The Agreement shall be for a term of five (5) years, commencing retroactively on September 1, 2024 and expiring on August 31, 2029.

§2. As consideration for the grant of this Agreement, Putnam/NW BOCES shall contribute to community projects wherein students will volunteer to assist County personnel to complete said projects at various County locations, subject to the mutual approval of the parties, it being understood that the true consideration for the grant of this Agreement is the value of the on-the-job experience the students receive by volunteering at County park facilities.

§3. Putnam/NW BOCES shall supervise the students when volunteering on County property, and provide all necessary specialty type equipment and supplies to complete the Permitted Activities. In order

to prepare the students for volunteering on County property. Putnam/NW BOCES, at its sole cost and expense, shall also do the following:

- a) provide all necessary mutually agreed teaching, administrative and other personnel, together with necessary specialty type equipment and supplies, as applicable;
- b) provide registration services for students enrolling in the program;
- c) provide appropriate course information and class rosters on a timely basis prior to and subsequent to the beginning of the program; and
- d) provide required materials and supplies for the instructional programs and administrative overhead.

§4. The County may assist Putnam/NW BOCES with any equipment and supplies that the County has available for the completion of the Permitted Activities. In addition, the County may, but it is not obligated to, supervise students while volunteering at County park facilities. Students may be provided the opportunity to learn about Department careers through personnel supervision at parks, career days, and may also participate in job fairs and participate in instruction on Putnam/NW BOCES's campus i.e., greenhouse production and ecological restoration projects.

§5. The County shall assist Putnam/NW BOCES with the planning and scheduling of the Permitted Activities to be performed at the County park facilities and such Permitted Activities shall be previously approved by the Department.

§6. The County shall indemnify and hold harmless Putnam/NW BOCES, its officers, employees and student volunteers from liability arising out of the County's sole negligence in connection with the Permitted Activities.

§7. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and take all action necessary and appropriate to accomplish the purposes hereof.

§8. This Act shall take effect immediately.

INTERMUNICIPAL COOPERATIVE AGREEMENT

THIS AGREEMENT ("Agreement") made the _____ day of _____, 2025, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, acting by and through the Department of Parks, Recreation and Conservation (hereinafter the "County")

and

PUTNAM/NORTHERN WESTCHESTER BOARD OF COOPERATIVE EDUCATIONAL SERVICES, with offices at 200 BOCES Drive, Yorktown Heights, New York 10598 (hereinafter the "BOCES").

WITNESSETH:

WHEREAS, the County, acting by and through its Department of Parks, Conservation and Recreation ("Department"), owns certain parkland throughout the County of Westchester, including property located at 51 Route 100, Katonah, New York 10530, commonly known as the "Muscoot Farm" and property located at 2610 NY-35, Katonah, NY 10536, commonly known as "Lasdon Park" (collectively, the "Property" or "County property"); and

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the BOCES provides a wide range of training opportunities to middle and high school students, including its Career Academies, which integrate academics with state-of-the-art technical training for hundreds of students from Putnam and Northern Westchester counties; and

WHEREAS, BOCES desires to undertake a volunteer training program at the County property wherein students will volunteer at the Department's facilities in order to supplement classroom instruction; and

WHEREAS, the County desires to cooperate with BOCES by permitting BOCES access to the County property to undertake such volunteer training program, on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The County hereby grants to the BOCES and the BOCES hereby accepts from the County a non-exclusive revocable license to enter in and upon the Property for the purpose of allowing students to volunteer at various County park facilities, including but not limited to landscape maintenance, painting, other general maintenance of grounds and buildings, in order to supplement classroom instruction ("Activities"). The County shall assist the BOCES with planning and scheduling the Activities to be performed at County park facilities and such Activities shall be previously approved by the Commissioner (as defined below). The BOCES shall provide supervision of the students when volunteering on County property, as well as all necessary specialty type equipment and supplies to complete the Activities. It is hereby understood by the parties that the County may assist the BOCES with any equipment and supplies readily available for the completion of the Activities.

The BOCES shall furnish volunteer registration services, teaching and other personnel for the Activities. The Schedule of Instruction for the 2024-25 Academic Year is annexed hereto and made a part hereof as Schedule "A." Schedule "A" may be modified based upon student needs and programmatic offerings, consistent with standard scheduling and approval procedures set forth herein. Proposed amendments to Schedule "A" will be submitted to the County for approval as soon as possible after the need for the same are known, with constructive written notice to the County that in the event the County does not approve the proposed amendment(s) to Schedule "A" within twenty (20) days of receipt of same, such Schedule "A" amendment(s) shall be deemed approved, and, in the event the County fails to approve such amendment(s), such amendments(s) will be deemed approved within 20 days after the County's receipt of the same. BOCES shall prepare an updated Schedule of Instruction for the 2025-2026 academic year and any subsequent academic years, in accordance with the standard scheduling and approval procedures set forth above to reflect the courses actually provided for any applicable academic year. BOCES shall provide the tentative written updated Schedules of Instruction to the County for approval by May 31st of each year, with constructive written notice to the County that in the event the County does not approve the updated Schedule of Instruction within twenty (20) days of receipt of same, such updated Schedule of Instruction shall be deemed approved provided, however, that such written updated Schedules of Instruction may be updated thereafter in accordance with the standard scheduling and approval procedures set forth above. The County shall not unreasonably withhold, condition or delay its approval of any updated schedule or any amendments thereof.

Any promotional materials shall emphasize the public nature of the program. The BOCES, BOCES' personnel and anyone else authorized by the terms of the Agreement to enter upon and use the County property shall not display any signs, cards or advertising on the County property, except upon the prior written approval of the County.

In connection with the program, and in order to prepare the students for volunteering on County property, the BOCES shall:

- a) provide all necessary mutually agreed teaching, administrative and other personnel (to be hired, supervised and paid by BOCES) together with necessary specialty type equipment and supplies, as applicable;
- b) provide registration services for students enrolling in the program;
- c) provide appropriate course information and class rosters on a timely basis prior to and subsequent to the beginning of the program;
- d) order and pay for reasonably required materials and supplies for the instructional programs and administrative overhead, unless such equipment and supplies are readily available through the County as set forth above.

The County may, but it is not obligated to, supervise students while volunteering at the County property. The County may also expose students to Department of Parks, Conservation and Recreation careers through personnel supervision at parks, career days, and job fairs and to participate in instruction on the BOCES' campus i.e., greenhouse production and ecological restoration projects, subject to the prior approval of the Commissioner.

SECOND: The term of this Agreement shall commence on September 1, 2024 and shall terminate on August 31, 2029, unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: In consideration for the use of the Property by the BOCES for the volunteer training program, the BOCES agrees to contribute to community projects wherein students will volunteer to assist County personnel to complete said projects in County property that will stay in said County property, and are subject to the mutual approval of the parties, it being recognized that the true consideration is the value of the on-the-job experience the students receive by volunteering at County park facilities. It is expressly understood and agreed that where students are assisting County personnel to complete community projects, that the County will provide supplies and equipment necessary to undertake such activities at no cost to BOCES.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the BOCES for out-of-pocket expenses or disbursements made in connection with the activities undertaken pursuant to this Agreement.

Any and all requests for payment to be made, if any, including any request for partial payment, shall be submitted by BOCES on properly executed payment vouchers of the County and paid only after approval by the President. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to BOCES prior to completion of all Activities and the approval of same by the Commissioner.

The BOCES shall, at no additional charge, furnish all services, materials, tools, equipment and other appliances necessary to complete the Activities, except for readily available equipment and supplies the County may provide to the BOCES to complete the Activities and except as otherwise set forth hereinabove.

The BOCES shall permit the County or any of its authorized representatives to visit and inspect the Program, including, but not limited to, reasonable on-site inspections.

FOURTH: (a) Either party, upon sixty (60) days' notice to the other party, may terminate this Agreement in whole or in part when such party deems it to be in its best interest.

(b) In the event the County determines that there has been a material breach by BOCES of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on BOCES of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement. In such an event, the BOCES shall immediately withdraw all students from volunteering on County property.

FIFTH: BOCES agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", BOCES agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, BOCES shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by BOCES or third parties under the direction or control of BOCES;

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions of BOCES and to bear all other costs and expenses related thereto; and

(c) In the event the BOCES does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the BOCES shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

SIXTH: The County agrees to indemnify and hold harmless the BOCES, its officers, agents, employees and student volunteers from liability arising out of its sole negligence in connection with the permitted activities set forth in this Agreement. The County further agrees to name the BOCES as an additional insured on its general liability insurance policy and hold the following Minimum Required Insurance:

- a. Commercial General Liability Insurance
- \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
- \$2,000,000 Products and Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage
- \$10,000 Medical Expense

In addition, the County agrees to hold a policy Umbrella/Excess Insurance in the amount of \$3,000,000 for each Occurrence and in the Aggregate. The County further agrees to hold insurance for Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the misconduct, abuse (including both physical and sexual) molestation.

In lieu of the aforementioned insurance, the County agrees to self-insure all liability for bodily injury and death and/or property damage under the County's self-insurance program in accordance with Local Law 6-1986 and Chapter 295 of the Laws of Westchester County. Further, if the County changes from a self-insurance program to a traditional insurance program then the County shall forward certificates of General Liability coverage naming the Contractor as an additional insured.

SEVENTH: BOCES expressly agrees that neither it nor any volunteer, student, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. BOCES acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others. BOCES and the County both acknowledge that they have a policy that prohibits discrimination, including sexual harassment prevention, consistent with New York State Labor Law Section 201-g.

EIGHTH: BOCES shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to those applicable to BOCES as an employer of labor. BOCES shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Activities hereunder.

NINTH: BOCES shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. BOCES shall not subcontract any part of the Activities without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Activities under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by BOCES that for the purposes of this Agreement, all Activities performed by a County-approved subcontractor shall be deemed Activities performed by BOCES and BOCES shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

TENTH: BOCES and the County agree that the students, BOCES and its officers, employees, agents, contractors, subcontractors and/or consultants are not employees of the County

or any department, agency or unit thereof. BOCES covenants and agrees that neither the students, BOCES nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

ELEVENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Activities or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner of Parks, Recreation and Conservation
450 Saw Mill River Road
Ardsley, New York 10502

with a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To BOCES: Ronald Clamser, Jr.
Assistant Superintendent for Business
Putnam | Northern Westchester Board of Cooperative Educational Services
200 BOCES Drive
Yorktown Heights, New York 10598

THIRTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

FOURTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

FIFTEENTH: BOCES recognizes that this Agreement does not grant BOCES the exclusive right to perform the Activities for the County and that the County may enter into similar agreements with other contractors on an "as needed" basis.

SIXTEENTH: BOCES shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. BOCES shall also use all reasonable means to avoid any appearance of impropriety.

SEVENTEENTH: Attached hereto and forming a part hereof as Schedule "C" is a questionnaire entitled "Required Disclosure of Relationships to County." The BOCES agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, BOCES agrees to notify County in writing within ten (10) business days of such event.

EIGHTEENTH: The BOCES represents, warrants and covenants that the students volunteering at County property will not be left unattended and will be subject to constant monitoring by the BOCES personnel and/or County staff.

NINETEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTIETH: This Agreement shall not be enforceable until signed by both parties, approved by the Office of the County Attorney and approved by the County and the BOCES Board, respectively.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County and the BOCES have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Kathleen O'Connor
Commissioner of Parks, Recreation
and Conservation

**PUTNAM - NORTHERN WESTCHESTER
BOARD OF COOPERATIVE EDUCATIONAL
SERVICES**

By: _____
Neil Boyle
District Superintendent

By: _____
Richard Kreps
Board President

Approved:

Senior Assistant County Attorney
The County of Westchester
IMA PutnamNorthWest BOCES Agreement.cmc.02.04.2025

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

**CERTIFICATE OF AUTHORITY
(CORPORATION)**

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 2024, before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

SCHEDULE "A"

SCHEDULE OF INSTRUCTION*

2024	Times	Location
Thursday, September 26	8:00-11:00	Muscoot Farm
Monday, September 30	8:00-12:00	Muscoot Farm
Thursday, October 3	NO SCHOOL	
Monday, October 7	8:00-12:00	Muscoot Farm
Thursday, October 10	8:00-11:00	Muscoot Farm
Monday, October 14	NO SCHOOL	
Thursday, October 17	8:00-11:00	Muscoot Farm
Monday, October 21	8:00-12:00	Muscoot Farm
Thursday, October 24	8:00-11:00	Muscoot Farm
Monday, October 28	8:00-12:00	Muscoot Farm
Thursday, October 31	8:00-11:00	Muscoot Farm
Monday, November 4	8:00-12:00	Muscoot Farm
Thursday, November 7	8:00-11:00	Muscoot Farm
Monday, November 11	NO SCHOOL	
Thursday, November 14	8:00-11:00	Muscoot Farm
Monday, November 18	8:00-12:00	Muscoot Farm
Thursday, November 21	8:00-11:00	Muscoot Farm
Monday, November 25	8:00-12:00	Muscoot Farm
Thursday, November 28	NO SCHOOL	
Monday, December 2	8:00-12:00	Muscoot Farm
Thursday, December 5	8:00-11:00	Muscoot Farm
Monday, December 9	8:00-12:00	Muscoot Farm
Thursday, December 12	8:00-11:00	Muscoot Farm
Monday, December 16	8:00-12:00	Muscoot Farm
Thursday, December 19	8:00-11:00	Muscoot Farm
Monday, December 23	NO SCHOOL	
Thursday, December 26	NO SCHOOL	
Monday, December 30	NO SCHOOL	
2025		Muscoot Farm
Thursday, January 2	8:00-11:00	Muscoot Farm
Monday, January 6	8:00-12:00	Muscoot Farm
Thursday, January 9	8:00-11:00	Muscoot Farm
Monday, January 13	8:00-12:00	Muscoot Farm
Thursday, January 16	NO SCHOOL	
Monday, January 20	NO SCHOOL	
Thursday, January 23	8:00-11:00	Muscoot Farm
Monday, January 27	8:00-12:00	Muscoot Farm
Thursday, January 30	8:00-11:00	Muscoot Farm
Monday, February 3	8:00-12:00	Muscoot Farm

Thursday, February 6	8:00-11:00	Muscoot Farm
Monday, February 10	8:00-12:00	Muscoot Farm
Thursday, February 13	8:00-11:00	Muscoot Farm
Monday, February 17	NO SCHOOL	
Thursday, February 20	NO SCHOOL	
Monday, February 24	8:00-12:00	Muscoot Farm
Thursday February 27	8:00-11:00	Muscoot Farm
Monday, March 3	8:00-12:00	Muscoot Farm
Thursday, March 6	8:00-11:00	Muscoot Farm
Monday, March 10	8:00-12:00	Muscoot Farm
Thursday, March 13	8:00-11:00	Muscoot Farm
Monday, March 17	8:00-12:00	Muscoot Farm
Thursday, March 20	8:00-11:00	Muscoot Farm
Monday, March 24	8:00-12:00	Muscoot Farm
Thursday, March 27	8:00-11:00	Muscoot Farm
Monday March 31	8:00-12:00	Muscoot Farm
Thursday, April 3	8:00-11:00	Muscoot Farm
Monday, April 7	8:00-12:00	Muscoot Farm
Thursday, April 10	8:00-11:00	Muscoot Farm
Monday April 14	NO SCHOOL	
Thursday, April 17	NO SCHOOL	
Monday, April 21	8:00-12:00	Muscoot Farm
Thursday, April 24	8:00-11:00	Muscoot Farm
Monday, April 28	8:00-12:00	Muscoot Farm
Thursday, May 1	8:00-11:00	Muscoot Farm
Monday, May 5	8:00-12:00	Muscoot Farm
Thursday, May 8	8:00-11:00	Muscoot Farm
Monday, May 12	8:00-12:00	Muscoot Farm
Thursday, May 15	8:00-11:00	Muscoot Farm
Monday, May 19	8:00-12:00	Muscoot Farm
Thursday, May 22	8:00-11:00	Muscoot Farm
Monday, May 26	NO SCHOOL	
Thursday, May 29	8:00-11:00	Muscoot Farm

Schedule "A" may be modified based upon student needs and programmatic offerings, consistent with standard scheduling and approval procedures set forth herein. Proposed amendments to Schedule "A" will be submitted to the County for approval as soon as possible after the need for the same are known, with constructive written notice to the County that in the event the County does not approve the proposed amendment(s) to Schedule "A" within twenty (20) days of receipt of constructive written notice of the same, such Schedule "A" amendment(s) shall be deemed approved. In the event the County fails to approve such amendment(s), such amendments(s) will be deemed approved within 20 days after the County's receipt of the same.

* BOCES shall prepare an updated Schedule of Instruction for the 2025-2026 academic year and any subsequent academic years, by May 31st of each year, in accordance with the standard scheduling and approval procedures set forth above to reflect the courses actually provided for any applicable academic year. BOCES shall provide the tentative written updated Schedules of Instruction to the

County for approval by May 31st of each year, with constructive written notice to the County that in the event the County does not approve the updated Schedule of Instruction within twenty (20) days of receipt of same, such updated Schedule of Instruction shall be deemed approved, provided, however, that such written updated Schedules of Instruction may be updated thereafter in accordance with the standard scheduling and approval procedures set forth above. Approval of any updated schedule will not be unreasonably withheld.

SCHEDULE "B"

INSURANCE PROVISIONS **(BOCES)**

1. Prior to commencing activities pursuant to this Agreement, and throughout the term of the Agreement, the BOCES shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, or from New York Schools Insurance Reciprocal (NYSIR). The BOCES shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the BOCES and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the BOCES shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the BOCES to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the BOCES to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the BOCES from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the BOCES concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the BOCES until such time as the BOCES shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the BOCES maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the BOCES. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The BOCES shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.l) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent BOCES and Sub-BOCES.
- iv. Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- i. Owned automobiles.
- ii. Hired automobiles.
- iii. Non-owned automobiles.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy.

(Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

3. All policies of the BOCES shall be endorsed to contain the following clauses:

a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the BOCES.

SCHEDULE "C"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

- 1.) Are any of the employees that the BOCES will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the BOCES or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the BOCES or in any approved sub-consultant that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

[NO FURTHER TEXT ON THIS PAGE]

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

Kenneth W. Jenkins
County Executive

May 30, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, NY 10601

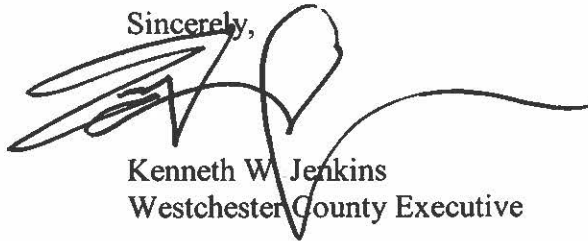
Dear Members of the Board of Legislators:

Transmitted herewith for your review is the Westchester County 2025 Westchester County Federal Joint Legislative Package.

Westchester County is facing a number of challenges which can only be met with a strong response from our federal delegation. Thousands of our citizens may be thrown off of Medicaid, millions of dollars may be stripped from crucial programs that feed the hungry and provide shelter for the vulnerable, and millions more may be taken from the hospitals that keep our residents healthy.

I ask that you expeditiously review this package of requests for our federal delegation, so that we may continue our work to support and protect Westchester and its citizens.

Sincerely,

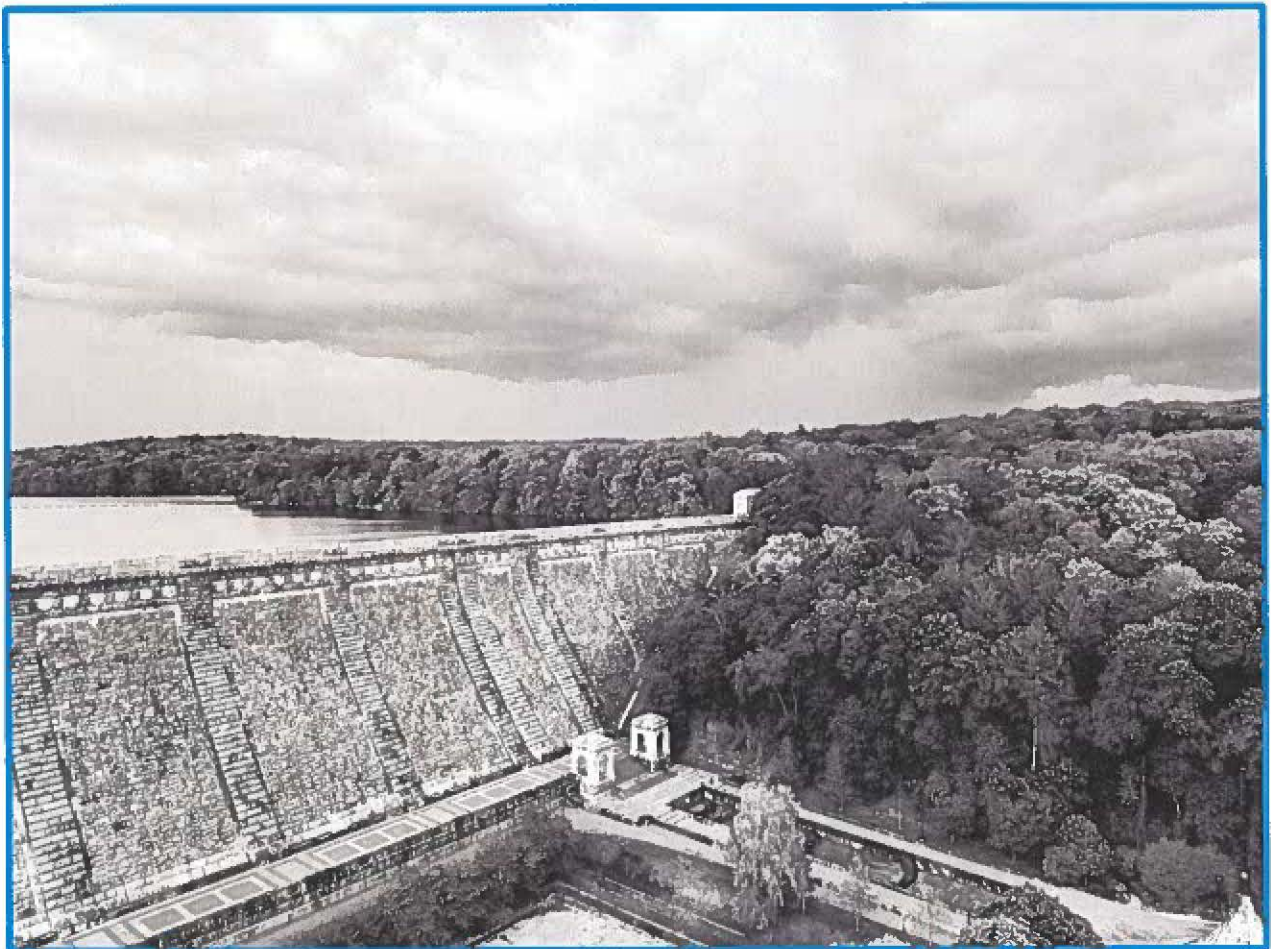
A handwritten signature in black ink, appearing to be 'KW Jenkins', with a long horizontal flourish extending to the right.

Kenneth W. Jenkins
Westchester County Executive



WESTCHESTER COUNTY FEDERAL PACKAGE

Identifying the Legislative, Appropriative and Agency-related Priorities of
Westchester County



APRIL 7, 2025
WESTCHESTER COUNTY

Priorities for Federal Legislation and FY26 Appropriations Westchester County

Westchester County and its residents are facing significant challenges brought on by the executive branch of the federal government.

Costs of all daily necessities – gas, eggs, produce, housing, energy, consumer goods – are rising steadily as a consequence of new tariffs. Businesses are unable to conduct long term planning due to unpredictable policy changes upending generations of American policy. Critical safety net programs and government supports utilized by our residents are being eliminated overnight, hazarding the financial backbone of seniors and defunding the infrastructure improvements necessary to keep our residents safe – leaving local taxpayers with new and costly bills. Meanwhile, our residents continue to pay double taxes to Washington, as cuts to services they've paid into for generations are discussed openly.

Meanwhile, the cost of living escalates. New tariffs have increased the cost to build new developments by increasing the cost of raw materials and rattling existing supply lines. Renters are already paying, on average, more than half of their take home pay in rent; homeowners, meanwhile, will face increased property taxes if the federal government shifts the cost of services and infrastructure improvements to local governments by eliminating previously allocated funding, blocking existing grants and programs and cutting services. Worse, homeowners are even more vulnerable to severe weather events when federal infrastructure support is cut.

Legal residents without criminal accusations are arrested and shipped to foreign prisons without due process. Westchester's residents are afraid – nearly 25% of the County's taxpaying residents are lawful permanent residents or have secured citizenship. The federal government is now threatening to find new, unprecedented ways to revoke their rights. Beyond the moral and humanitarian costs of this path, the fear generated even by the discussion of this topic is enough to drive talented engineers, academics, business owners and investors out of America.

Enclosed, you will find information regarding items which will directly impact the Government of Westchester County, our local economy, regional Fortune 500 companies, and residents. We ask that you, the 119th Congress, take decisive action on these topics to protect the people of Westchester from overreach by the federal executive branch.

Please do not hesitate to contact us here in Westchester government if we can be of any support. We thank you for your consideration, and for the tireless efforts you put into representing our County.

Sincerely,

Kenneth W. Jenkins,
Westchester County Executive

Vedat Gashi,
Chair, Westchester County Board of Legislators

**Priorities for Federal Legislation and FY26 Appropriations
Westchester County**

Priorities for Federal Legislation and FY26 Appropriations Westchester County

Table of Contents

Overview	Page 3
Ensure Medicaid/Medicare Benefits Remain at Current Levels	Page 3
Prevent Social Security Payment Delays and Reopen a White Plains Office	Page 3-4
Oppose Cuts to the Federal Emergency Management Agency (FEMA)	Page 4
Oppose Cuts to the Department of Health and Human Services (HHS)	Page 4-5
Reopen the Montrose Hudson Valley Veterans Affairs (VA) Hospital Quickly	Page 5
Restore the State and Local Tax Deduction (SALT) and End Double Taxation	Page 5
Pass a Middle Class Tax Cut	Page 5
Protect Childcare & Free School Lunches	Page 6
Fund a Child Tax Credit	Page 6
End the Trade War & End New Tariffs	Page 6-7
End Unlawful Circumvention of Due Process	Page 7-8
Oppose Education Cuts (High Schools & Colleges)	Page 8
Block Any Cuts to Section 8 Vouchers or Federal Housing Programs	Page 8
Data Protection and the Misuse of Artificial Intelligence	Page 9
Oppose Cuts to SNAP Benefits	Page 9
Oppose Cuts to Environmental Remediation Programs	Page 9

Priorities for Federal Legislation and FY26 Appropriations Westchester County

- **Overview**

- Prevent Cuts to Safety Net Programs
- The House passed a budget resolution calling for \$4 trillion of spending cuts. Discussions have centered on cutting programs crucial to Westchester County, including Medicare, Medicaid, Social Security, FEMA, HHS, and many others.
- Cuts mean increased costs to taxpayers – who must foot the bill to keep their schools funded, their homes safe, or their infrastructure up to date, if Congress and the federal government decline to provide these services as they have for generations.
- The House’s budget resolution cuts taxes for high earners and corporate beneficiaries and adds unsustainable, fiscally irresponsible spending. It also continues the policy of double taxation implemented by the 2017 TCJA, but raises the cap to \$30,000.
- As such, the House’s budget resolution takes more taxes from Westchester’s working class families while promising to reduce the services they will receive from the federal government. Westchester asks that its delegation work to prevent cuts to services its residents rely on, and that its delegation work to protect the safety net.

- **Ensure Medicaid/Medicare Benefits Remain at Current Levels**

- On February 25th, the House passed CR H818-823, which calls for \$4.5 trillion in tax cuts, partially offset through cuts to Medicaid and food assistance.
- Over 173,000 Westchester residents are enrolled in Medicare Advantage.
- Over 241,000 Westchester residents are enrolled in Medicaid.
- Cuts will deny access to critical care and coverage, putting our residents’ lives at risk and worsening the condition of those with serious medical issues.
- The federal government provides 50% of funding for Medicaid health-care service. The loss of this funding would force County taxpayers to cover that expense, while increasing the cost, demand and complexity of service, as federal economies of scale and technologies are not available to local government.
- Cutting Medicaid or Medicare will force hospitals to cut staff, reduce services and in some cases close, leaving patients without care.
- Westchester asks that its delegation prevent any Medicaid or Medicare cuts or reductions in benefits, and restore any that are made to ensure that funding remain as it is currently.

- **Prevent Social Security Payment Delays and Reopen a White Plains Office**

- Food insecurity tripled since the coronavirus pandemic; inflation and tariffs have since raised prices further, and daily essentials are now too expensive. If the Social Security Administration (SSA) misses a payment, Westchester’s seniors face eviction, the denial of medical care, the exacerbation of illness, going hungry, and may become homeless.
- The SSA also determined that it will be closing its White Plains hearing office. This is the only SSA hearing office in the Hudson Valley. Westchester residents

Priorities for Federal Legislation and FY26 Appropriations Westchester County

will face hours of travel to New York City or the Capital region to secure benefits they've earned.

- When the SSA misses a payment, a senior must manage a two hour wait on the phone, then wait a month for their appointment, and now, travel to an office 60 miles away – all without money they need for food or rent.
- Congressman George Latimer and County Executive Ken Jenkins offered to collocate the Office on County-owned property. The SSA refused this offer.
- The White Plains office conducts hundreds of hearings in a year; its closure will slow down the processing cases by shifting them to other, already burdened offices. This hearing office alone already had a backlog of over 2,000 cases.
- Westchester urges that action be taken to roll back SSA cuts, and asks that its delegation secure a new office in White Plains, restore that office to sufficient levels of staffing, and prevent any delays in payment.
- **Oppose Cuts to the Federal Emergency Management Agency (FEMA)**
 - FEMA cut the Building Resilient Infrastructure and Communities (BRIC) program, ending \$325 million in work to protect New York State and Westchester County from severe storm damage and flooding.
 - In Westchester, the \$731,000 Upper Minkel Dam Decommissioning and Riparian Corridor Restoration – a critical project to protect against flooding – was cancelled by this federal action.
 - 200 employees have been fired from FEMA, and hundreds of others have been targeted for having worked on 'climate related projects'. Analyzing climate is inevitable in preparation for severe weather or disasters.
 - Cuts to the National Oceanic and Atmospheric Administration (NOAA) are damaging federal tools that Westchester County relies on in order to prepare for and respond to serious storms. Employees responsible for tracking and responding to hurricanes have been fired, and more than 600 workers responsible for public safety research and disaster response were also fired.
 - Shifting the costs for FEMA or the NOAA to New York State or Westchester County will tremendously increase the tax burden to Westchester's residents, who are already subject to double taxation under the House's budget resolution.
 - Westchester asks that its delegation prevent any further cuts to FEMA, prevent any cost shifting onto local residents, and restore all cuts made to FEMA.
- **Oppose Cuts to the Department of Health and Human Services (HHS)**
 - The executive branch has fired over 20,000 employees at HHS.
 - With these deep cuts to HHS, food and drug tests will be less rigorous; the cost of prescription drugs will increase; the rate of approval for generic alternatives to crucial medication will be slowed, costs will continue to rise for our residents.
 - Vaccine clinics have been closed as measles spreads through the country.
 - The Division of Environmental Health Science and Practice, a team working on cancer studies and mitigating childhood lead exposure, was disbanded. This team recently found lead in applesauce packaging, leading to a widespread recall.

Priorities for Federal Legislation and FY26 Appropriations Westchester County

- Experts in the CDC's asthma control program have been fired, despite success in cutting the asthma death rate by 44% over the last 15 years
- Funding for HIV vaccine trials was suspended, even though the country was closer to a vaccine than ever before
- The administration seeks to eliminate \$11.4 billion in grants related to addiction and other mental health programs. This is in addition to the administration's shuttering of the Substance Abuse and Mental Health Services Administration
- Westchester urges its delegation to halt any further cuts to HHS and restore any cuts made to the Department, to keep our residents and children safe and healthy.
- **Reopen the Montrose Hudson Valley Veterans Affairs (VA) Hospital Quickly**
 - In early February, the Department of Veterans Affairs closed the Castle Point E2 unit in Montrose. The Castle Point VA Medical Center (VAMC) provides care for 7,000 Hudson Valley Veterans; particularly those struggling with addiction.
 - The VAMC makes recovery more likely for its patients by offering continuous care within one system, resulting in faster treatment than at non-VA facilities.
 - This closure occurred without consulting local partners and without determining an alternate site for these services. The closure is expected to last for 120 days.
 - The closure is reported as being the product of insufficient staffing levels. Westchester urges its delegation to increase staffing levels at this site to ensure that our veterans receive the exceptional care their service warrants, and establish an interim care unit to cover the remainder of the E2 site's closure.
- **Restore the State and Local Tax Deduction (SALT) and End Double Taxation**
 - The 2017 Tax Cuts and Jobs Act established a limit of \$10,000 on state and local taxes that can be deducted from federal income tax; this has resulted in drastically increasing the taxation of all of Westchester County's homeowners.
 - Prior to 2017, 70% of Westchester's middle income families itemized their federal tax deductions for an average of \$36,000 in savings: \$47,000 in 2025 dollars, after 8 years of inflation.
 - Residents have been double taxed by \$26,000/year for the last 8 years for a total of \$208,000.
 - The House budget resolution raises the cap to \$30,000. This continues double taxation, hurting the limited finances of Westchester's working families already under pressure from runaway prices brought about by inflation and tariffs.
 - Westchester supports the original 2021-2022 SALT Deductibility Act, or any action to restore the full SALT deduction.
- **Pass a Middle Class Tax Cut**
 - The Tax Cuts and Jobs Act (TCJA) largely benefitted big businesses. Most employees saw about \$1,000 in additional wages over a year, while the most affluent Americans received roughly 65% of the tax benefit. It also began double taxation in Westchester.

Priorities for Federal Legislation and FY26 Appropriations Westchester County

- As such, Westchester asks that its representatives work to pass a legitimate middle class tax cut, that delivers real relief to middle class taxpayers and real value on the taxes those taxpayers already pay.
- **Protect Childcare & Free School Lunches**
 - The federal administration announced that 18% of the Administration for Children and Families (ACF) staff responsible for child care, early childhood development and Head Start programs will be cut.
 - The House's budget resolution cuts Head Start by \$750 million.
 - These cuts will reduce literacy rates, worsen our students' education, and burden all parents in Westchester County with higher education costs.
 - The USDA also cut \$1 billion from programs helping supply food banks and school lunch programs.
 - Free school lunch is the backbone of children's education: It ensures kids are healthy, study hard, and score highly when tested. These programs are valuable many times beyond their cost, and are relied on throughout Westchester County. Cutting this program will ensure that Westchester children will go hungry.
 - As such, Westchester County asks that its delegation work to secure relief for working parents: Please work to restore funding to cut school lunch and breakfast programming, and to restore any cut funding (and prevent any further cuts) to Head Start and other crucial childcare programming.
- **Fund a Child Tax Credit**
 - The Child Tax Credit (CTC) was the singular most effective public assistance program in decades. It cut child poverty to the lowest rate in American history.
 - Parents spent payments on necessities: Clothing, food, housing, utilities, and childcare.
 - The expansion lapsed at the end of FY 2021 and child poverty doubled by the end of 2022. Many families again experienced food insecurity, eviction, foreclosure, bankruptcy, and homelessness.
 - At the end of 2025, the tax credit will be further reduced when the 2017 expansion sunsets. Payments will decrease to \$1,000, with income eligibility limits narrowed to \$75,000 – barring many families from receiving this service in Westchester due to the high cost of living.
 - The negative outlook for growth and price increases resulting from the current administration's tariff policy will exacerbate child poverty and food insecurity when this tax increase takes effect. A permanent tax credit expansion is the only solution. Westchester County urges its delegation to secure the full renewal of the 2021 CTC expansion as a refundable, permanent program.
- **End the Trade War & End New Tariffs**
 - The federal administration's policy of tariffs, tax cuts, and reduction of government service while increasing spending has caused the cost of regular household goods like groceries to increase significantly over the last 4 months.

Priorities for Federal Legislation and FY26 Appropriations Westchester County

- The House shut down a vote to end these abrupt, arbitrary and damaging tariffs after providing the federal administration with the authority to set these tariffs by authorizing an emergency declaration under the National Emergencies Act.
- Significant changes to supply and demand are also anticipated, as consumer behavior will likely change significantly to adapt to a new high cost world. This is likely to result in cascading inflation and faltering growth.
- Fortune 500 & Westchester Impact
 - Fortune 500 companies in Westchester County, such as Regeneron, Pepsico, Mastercard, IBM, and Morgan Stanley, say that the tariff policy is impacting their ability to plan long term, and will prevent new hiring and growth.
 - Companies involved in construction or development are pulling back from settling contracts, as cost escalation may commit them to work where the cost of materials could fluctuate making settled contracts unsustainable.
 - Retail companies could face enormous losses on goods previously purchased at a fraction of the price and committed to consumers at drastically lower costs.
- Medical Impact
 - Proposed tariffs will allegedly target pharmaceuticals, and life-saving or life-sustaining devices, long exempt from taxation to ensure our medical system has access to these crucial technologies.
 - Production of high demand medication is often complex and extremely technical. In some cases, there may be only one or two firms on the planet capable of making these drugs. New tariffs will increase the cost of accessing these lifesaving drugs.
 - Early assessments estimate that the average U.S. household will pay \$600 more per year for medication – this is likely to increase insurance premiums and direct out of pocket costs.
- Increased Electricity Costs from Canada
 - ConEd and NYPA both buy hydroelectric energy from Canada to transmit to Westchester's residents. The recent 10% tax on Canadian energy imports will increase energy costs on all of Westchester's residents.
 - Should Canada restrict access to its crucial hydroelectric power, consumer energy costs will rise further.
- As such, Westchester County asks that its delegation work to revoke the federal government's authority to set tariffs and restore all tariffs to pre-2025 levels in order to provide our businesses, researchers, and all of our residents with financial stability.
- **End Unlawful Circumvention of Due Process**
 - The federal government has empowered Immigrations and Customs Enforcement (ICE) to detain lawful residents, and visitors who had expressed views critical of the federal government on social media, and to deport legal residents with no

Priorities for Federal Legislation and FY26 Appropriations Westchester County

criminal record to violent prisons beyond the borders of the U.S. without due process.

- Westchester residents are now threatened by tools their nation originally built to keep them safe.
- This is blatantly authoritarian, blatantly unconstitutional, and against everything America stands for or has ever stood for. The federal supreme court has even ruled against this practice, yet the federal administration promises to continue this policy.
- Westchester urges its delegation to take legislative action to end the federal government's circumvention of due process, oppose any funding measure that would enhance or expand ICE operations or other forms of immigration enforcement, halt use of the alien enemies act to deport migrants
- **Oppose Education Cuts (High Schools & Colleges)**
 - The federal administration fired over 1,300 employees of the Department of Education (DOE), terminated millions in grant funding, and signed an Executive Order directing the closure of the Department of Education. The Secretary of Education has indicated that over 50% of the DOE workforce will be fired.
 - The Secretary of Education is seeking to eliminate \$1 billion in federal grants to local school districts that has funded the hiring of mental health professionals, including counselors and social workers.
 - Beyond the lawless termination of congressionally authorized spending, eliminating these entities will generate enormous new cost for all schools in Westchester, and all of the County's taxpayers.
 - The Department of Education funds infrastructure improvements, pays for residents' elementary and high school public education, provides Pell grants to subsidize the cost of higher education and much more. Without this funding, the federal government is taking the tax dollars of Westchester's residents and denying them education – for their children, for other members of their communities, and for themselves – that they've paid for over decades.
 - Westchester asks that its delegation work to prevent any cuts to education funding, and that it work to restore any funding cut by the federal administration towards all education programming.
- **Block Any Cuts to Section 8 Vouchers or Federal Housing Programs**
 - The federal administration has proposed cutting housing vouchers for FY2026.
 - 10,800 Section 8 vouchers are utilized by Westchester's residents.
 - Cutting these vouchers – even by a relatively small amount – will empty thousands of our residents into the streets, exacerbating the already short supply of housing which New York State has been fighting for years.
 - This dramatic increase in homelessness will cascade into an increase in crime, an increase in the utilization of social services, an increase in food insecurity, increased need of medical support, and much more as these newly evicted populations struggle to survive in an economy they cannot afford.

Priorities for Federal Legislation and FY26 Appropriations Westchester County

- Rescinding any previously issued federal funding for housing will result in cascading impacts; as such, Westchester asks that its delegation work to block any cuts to Section 8 Housing Choice Vouchers or cuts to federal housing assistance.
- **Data Protection and the Misuse of Artificial Intelligence**
 - Enact legislation providing comprehensive framework giving people the right to control their personal data. Must establish enforceable privacy rights, demand transparency, and hold both government and corporate actors accountable
 - Enact legislation to:
 - protect against all forms of AI-driven impersonation and deception including scams, harassment, and synthetic media abuse
 - address biased or unaccountable uses of AI, such as the wrongful arrest cases in St. Louis and Detroit
 - prevent AI platforms from spreading dangerous conspiracy theories, as seen in the recent Grok incident
 - clearly outline privacy protections, so people do not unknowingly violate laws like HIPAA or FERPA just by using public AI tools.
 - Westchester asks that its delegation work to address the issues related to data protection and the misuse of AI.
- **Oppose Cuts to SNAP Benefits**
 - The \$290 billion in proposed cuts to the Supplemental Nutrition Assistance Program will result in higher rates of food insecurity at a time when the cost of groceries are exceptionally high.
 - Additionally, the proposal alters the funding ratio for SNAP requiring the states and counties pay 75% of the programs costs.
 - New work requirements under the proposal would create new administrative burdens for counties with no additional support.
 - Westchester urges its delegation to block these detrimental changes to SNAP benefits.
- **Oppose Cuts to Environmental Remediation Programs**
 - The administration is seeking to cut billions of dollars from programing administered by the Department of Energy, this includes funding to assist communities dealing with nuclear waste or spent nuclear fuel stored at a decommissioned or decommissioning nuclear facility. The land on which decommissioned nuclear facilities are located are unusable as long as they continue to store nuclear waste. The federal government should not withdraw its support to communities, like those in Westchester, dealing with the fallout of nuclear facility closures.
 - The administration is seeking to cut as much as 55% of the EPA's funding, jeopardizing critical agency functions including the Brownfields Program. Brownfield sites — which can be former industrial complexes, older public buildings or even smaller properties, such as former gas stations — present land use challenges which negatively affect property values, but if redeveloped, provides counties with an opportunity to revitalize their economies and communities.

**Priorities for Federal Legislation and FY26 Appropriations
Westchester County**

- Westchester asks that its delegation work to prevent any cuts to environmental remediation programs.

Resolution No. -2025

**TO THE WESTCHESTER COUNTY BOARD OF LEGISLATORS
COUNTY OF WESTCHSETER, NEW YORK**

WHEREAS, these Committees have reviewed the following items for the
2025 Westchester County Federal Joint Legislative Package; **Now Therefore Be It**

RESOLVED, after that considerable deliberation, it is recommended that this Honorable
Board approve these legislative initiatives and that they be presented to and considered
by the Westchester County Federal Delegation during the current federal legislative
session.

Dated: , 2025
 White Plains, New York