

# Veterans, Seniors & Youth Meeting Agenda



800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
[www.westchesterlegislators.com](http://www.westchesterlegislators.com)

Committee Chair: James Nolan

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**Monday, January 13, 2025**

**3:00 PM**

**Committee Room**

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## 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.

## MINUTES APPROVAL

Monday, November 14th - 4PM

## I. ITEMS FOR DISCUSSION

[2024-586](#) ACT-Retroactively Amend Grant Agreements-NYSOFA-CSE, etc.

AN ACT authorizing the County of Westchester to retroactively amend grant agreements with the New York State Office for the Aging to increase funding under the 2023-24 CSE and EISEP programs, and under the 2022-2024 combined WIN/NSIP programs, and to extend the EISEP Grant Agreement term through December 31, 2024.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND VETERANS, SENIORS & YOUTH**

[2024-604](#) ACT - IMA with Greenburgh to Provide Educational/Recreational Programs

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Town of Greenburgh ("Greenburgh") pursuant to which Greenburgh will provide various educational and recreational programs for the period from January 1, 2024 through December 31, 2024 for a total amount not to exceed TEN THOUSAND (\$10,000) DOLLARS.

[2024-614](#) ACT-Resource Allocation Plan

AN ACT authorizing the County of Westchester to execute and submit to the State of New York a Resource Allocation Plan which will provide State reimbursement for certain youth service programs and enter into inter-municipal agreements with various municipalities to implement certain of those programs.

***COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND VETERANS, SENIORS & YOUTH***

## II. OTHER BUSINESS

### III. RECEIVE & FILE

[2024-580](#) HON. ERIKA PIERCE - Free WC Park Passes for U.S. Military Veterans

A Memo of Legislation proposing U.S. Military Veterans receive free Westchester County Park Passes and all the benefits a Parks Pass provides.

***COMMITTEE REFERRAL: COMMITTEES ON PARKS & ENVIRONMENT AND VETERANS, SENIORS & YOUTH AND BUDGET & APPROPRIATIONS***

## ADJOURNMENT



George Latimer  
County Executive

November 8, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an act (the "Act") which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to retroactively amend grant agreements (individually the "Grant Agreement" and collectively the "Grant Agreements") with New York State, through its Office for the Aging ("NYSOFA"), for the following programs: the Community Services for the Elderly Program ("CSE"), the Expanded In-home Services for the Elderly Program ("EISEP"), the Wellness in Nutrition Program ("WIN"), and the Nutrition Service Incentive Program ("NSIP"). The proposed Act will: (i) retroactively authorize the County to amend the Grant Agreements to increase funding under the CSE Program by \$94,027, under the EISEP Program by \$482,144, and under the combined WIN/NSIP Programs by \$83,405; and (ii) retroactively extend the term of the Grant Agreement for the EISEP Program through December 31, 2024.

By way of background, on April 3, 2023, by Act No. 63-2023, your Honorable Board authorized the County to enter into various Grant Agreements with NYSOFA to accept grant funds made available to the County from NYSOFA under, *inter alia*, the CSE, EISEP, and WIN/NSIP programs. The term of the Grant Agreements commenced on April 1, 2023 and continued through March 31, 2024, except for the Grant Agreement for NSIP which commenced on October 1, 2022 and continued through September 30, 2023.

Thereafter, on October 16, 2023, by Act No. 212-2023, your Honorable Board authorized the County, *inter alia*, to retroactively amend the Grant Agreements authorized by Act No. 63-2023 in order to increase the amount of CSE funding by \$197,620 and the amount of WIN/ NSIP funding by \$199,202.

NYSOFA recently informed the Department that it has increased funding under the Grant Agreements for the CSE, EISEP and the combined WIN/NSIP programs. In order for the County to receive this additional funding, it will be necessary to retroactively amend the Grant Agreements, as set forth below:

**Grant Amounts:**

	CSE	EISEP	WIN/NSIP
Original Grant Amount	\$1,620,270	\$2,536,575	\$1,213,575
Amount of first (1 <sup>st</sup> ) increase	+\$197,620	N/A	+\$199,202
Amount of this increase	+\$94,027	+482,144	+83,405
Total Amended Grant Amount	\$1,911,917	\$3,018,719	\$1,496,182

Additionally, the Department requested and was granted authorization from NYSOFA to extend the term of the EISEP Grant Agreement from April 1, 2024 through December 31, 2024 in order to optimize utilization of the EISEP grant funds. Accordingly, authority is respectfully requested to further amend the EISEP Grant Agreement with NYSOFA for the purpose of extending the term thereof through December 31, 2024. It should be noted that any unexpended funds remaining during the extension period of the EISEP Grant Agreement will be utilized by the Department (at the discretion of the Commissioner of the Department) for Department salaries and/or to increase the contract amount for agreements with home care agencies.

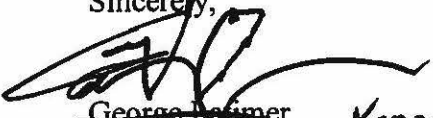
The additional funds provided under the CSE, and the combined WIN/NSIP Grant Agreements will be utilized by the Department for direct services to seniors.

Except as specifically amended hereby, all remaining terms and conditions contained in the Grant Agreements shall remain in full force and effect upon the parties.

It should be noted that the Grant Agreements with NYSOFA do not constitute a procurement of goods or services. As such, the requirements of the Westchester County Procurement Policy and Procedures do not apply.

The Grant Agreements with NYSOFA are intended to benefit the County by assisting in the provision of grant-funded services to its residents. Accordingly, I believe amending these Grant Agreements to increase funding is in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,



~~George Legimer  
County Executive~~

Kenneth Jenkins  
Acting County Executive

GL/MC/SJ



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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”), which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to retroactively amend grant agreements (individually the “Grant Agreement” and collectively the “Grant Agreements”) with New York State, through its Office for the Aging (“NYSOFA”), for the following programs: the Community Services for the Elderly Program (“CSE”), the Expanded In-home Services for the Elderly Program (“EISEP”), the Wellness in Nutrition Program (“WIN”), and the Nutrition Service Incentive Program (“NSIP”). The proposed Act will: (i) retroactively authorize the County to amend the Grant Agreements to increase funding under the CSE Program by \$94,027, under the EISEP Program by \$482,144, and under the combined WIN/NSIP Programs by \$83,405; and (ii) retroactively extend the term of the Grant Agreement for the EISEP Program from April 1, 2024 through December 31, 2024.

Your Committee is advised that on April 3, 2023, by Act No. 63-2023, your Honorable Board authorized the County to enter into various Grant Agreements with NYSOFA to accept grant funds made available to the County from NYSOFA under, *inter alia*, the CSE, EISEP, and WIN/NSIP programs. The term of the Grant Agreements commenced on April 1, 2023 and continued through March 31, 2024, except for the Grant Agreement for NSIP which commenced on October 1, 2022 and continued through September 30, 2023.

Your Committee is advised that on October 16, 2023, by Act No. 212-2023, your Honorable Board authorized the County, *inter alia*, to retroactively amend the Grant Agreements authorized by Act No. 63-2023 in order to: increase the amount of CSE funding by \$197,620, and the combined WIN /NSIP funding by \$199,202.

Your Committee is advised that NYSOFA subsequently informed the Department that it has increased funding under the Grant Agreements for the CSE, EISEP and the combined WIN/NSIP Programs. In order for the County to receive this additional funding, it will be necessary to retroactively amend the Grant Agreements, as set forth below:

**Grant Amounts:**

	CSE	EISEP	WIN/NSIP
Original Grant Amount	\$1,620,270	\$2,536,575	\$1,213,575
Amount of first (1 <sup>st</sup> ) increase	+\$197,620	N/A	+\$199,202
Amount of this increase	+\$94,027	+482,144	+83,405
Total Amended Grant Amount	\$1,911,917	\$3,018,719	\$1,496,182

Additionally, your Committee is advised that the Department requested and was granted authorization from NYSOFA to extend the term of the EISEP Grant Agreement from April 1, 2024 through December 31, 2024 in order to optimize utilization of the grant funds. Accordingly, authority is respectfully requested to further amend the EISEP Grant Agreement with NYSOFA for the purpose of extending the term thereof through December 31, 2024. It should be noted that any unexpended funds remaining during the extension period of the EISEP Grant Agreement will be utilized by the Department (at the discretion of the Commissioner of the Department) for Department salaries and/or to increase the contract amount for agreements with home care agencies.

Your Committee is further advised that the additional funds provided under the CSE, and WIN/NSIP Grant Agreements will be utilized by the Department for direct services to seniors.

Except as specifically amended hereby, all remaining terms and conditions contained in the Grant Agreements shall remain in full force and effect upon the parties.

Your Committee is informed that the Grant Agreements with NYSOFA do not constitute a procurement of goods or services. As such, the requirements of the Westchester County Procurement Policy and Procedures do not apply.

The Planning Department has advised that based on its review, the proposed amendments to the aforementioned Grant Agreements do not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that the passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board.

Your Committee believes that amending the Grant Agreements to increase funding is in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: \_\_\_\_\_, 2024  
White Plains, New York

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**COMMITTEE ON**

# FISCAL IMPACT STATEMENT

SUBJECT:  EISEP     NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A)  GENERAL FUND     AIRPORT     SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost    \$ 4077459

Total Current Year Revenue \$ 3018719

Source of Funds (check one):     Current Appropriations

Transfer of Existing Appropriations     Additional Appropriations     Other (explain)

Identify Accounts: 24-101-4957

263-85-T048

Potential Related Operating Budget Expenses:    Annual Amount \$ 1058740

Describe: County Match Funds required in order to receive EISEP State funding.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Potential Related Revenues:    Annual Amount \$ 3018719

Describe: Funding received from the New York State Office for the Aging for Expanded In-Home Services to the Elderly.

\_\_\_\_\_

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

Current Year:    Without these funds, the Department would not be able to provide In-Home Personal Care Services, Case Management, Personal Emergency Response Systems, In-Home Contact & Support and Adult Day Care to seniors in Westchester.

Next Four years:

Estimated to be same as above each year.

\_\_\_\_\_  
\_\_\_\_\_

Prepared by: Sandra Brown

Title:    Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

11/6/24

If you need more space, please attach additional sheets.

# FISCAL IMPACT STATEMENT

SUBJECT: WIN/NSIP     NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A)  GENERAL FUND     AIRPORT     SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost    \$ 1496182

Total Current Year Revenue \$ 1496182

Source of Funds (check one):     Current Appropriations

Transfer of Existing Appropriations     Additional Appropriations     Other (explain)

Identify Accounts: 263-85-T928

Potential Related Operating Budget Expenses:    Annual Amount \$ 0

Describe: \_

Potential Related Revenues:    Annual Amount \$ 1496182

Describe: Funding is received from the New York State Office for the Aging for the Wellness in Nutrition Program

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

Current Year:    Without these funds, the Department would not be able to provide Home Delivered Meals and Nutrition Education and counseling to seniors in Westchester County.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title:    Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

11/6/24

If you need more space, please attach additional sheets.



# FISCAL IMPACT STATEMENT

SUBJECT: CSE     NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A)  GENERAL FUND     AIRPORT     SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost    \$ 2503479

Total Current Year Revenue \$ 1911917

Source of Funds (check one):     Current Appropriations

Transfer of Existing Appropriations     Additional Appropriations     Other (explain)

Identify Accounts: 101-24-4957

263-85-T047

Potential Related Operating Budget Expenses:    Annual Amount \$ 591562

Describe: County Match Funds required in order to receive CSE State funding.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Potential Related Revenues:    Annual Amount \$ 1911917

Describe: Funding received from the New York State Office for the Aging for Community Services for the Elderly.

\_\_\_\_\_

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

Current Year:    Without these funds, the Department would not be able to provide Case Management, Information & Assistance; Senior Center Recreation & Education, Health Promotion, Transportation, Food Distribution, Food Stamp Counseling and volunteer programs to seniors in Westchester County.

### Next Four years:

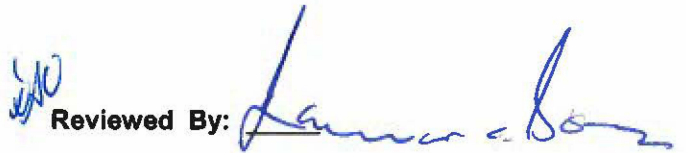
Estimated to be same as above each year.

\_\_\_\_\_  
\_\_\_\_\_

Prepared by: Sandra Brown

Title:    Director of Program Development II

Department: Senior Programs & Svcs.

 Reviewed By: Sandra Brown

Budget Director

11/6/24

If you need more space, please attach additional sheets.

**AN ACT** authorizing the County of Westchester to retroactively amend grant agreements with the New York State Office for the Aging to increase funding under the 2023-24 CSE and EISEP programs, and under the 2022-2024 combined WIN/NSIP programs, and to extend the EISEP Grant Agreement term through December 31, 2024

**NOW, THEREFORE, BE IT ENACTED** by the Board of Legislators of the County of Westchester as follows:

**Section 1.** The County of Westchester (the “County”), acting by and through its Department of Senior Programs & Services (the “Department”), is hereby authorized to retroactively amend grant agreements (individually the “Grant Agreement” and collectively the “Grant Agreements”) with New York State, through its Office for the Aging (“NYSOFA”), for the following programs: the 2023-24 Community Services for the Elderly Program (“CSE”), the 2023-24 Expanded In-home Services for the Elderly Program (“EISEP”), and the 2022-24 combined Wellness in Nutrition Program (“WIN”) and the Nutrition Service Incentive Program (“NSIP”), in order to: (i) increase funding under the CSE Program by \$94,027, under the EISEP Program by \$482,144, and under the combined WIN/NSIP Programs by \$83,405 as follows:

**Grant Amounts:**

	CSE	EISEP	WIN/NSIP
Original Grant Amount	\$1,620,270	\$2,536,575	\$1,213,575
Amount of first (1 <sup>st</sup> ) increase	+\$197,620	N/A	+\$199,202
Amount of this increase	+\$94,027	+482,144	+83,405
Total Amended Grant Amount	\$1,911,917	\$3,018,719	\$1,496,182

**§2.** The County is hereby further authorized to retroactively amend the EISEP Grant Agreement to extend the term thereof from April 1, 2024 through December 31, 2024.

**§3.** Except as specifically amended hereby, all remaining terms and conditions contained in the Grant Agreements with NYSOFA, as previously amended, shall remain in full force and effect upon the parties.

**§4.** This Act shall take effect immediately.

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

Your Committee is in receipt of a communication from the Chair of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the Town of Greenburgh (“Greenburgh”), pursuant to which Greenburgh will provide various educational and recreational program (the “Programs”) for the period from January 1, 2024 through December 31, 2024. The County will pay Greenburgh an amount not to exceed Ten Thousand (\$10,000.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

Pursuant to the IMA, Greenburgh will provide the Programs, including tai chi, calligraphy, folk dance, modern dance, ballroom dance, knitting, English-language classes and choir/singing.

Your Committee has determined that there is a clear and overwhelming need for the Program. Accordingly, Your Committee recommends authorizing the County to enter into the proposed IMA.

The Department of Planning has advised that the proposed IMA does not constitute an action as defined in section 617.2(b) of 6NYCRR Part 617. No environmental review is required. Your Committee concurs with this conclusion.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed legislation authorizing the above-mentioned IMA and recommends its approval.

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

**COMMITTEE ON**

# FISCAL IMPACT STATEMENT

SUBJECT: IMA Town of Greenburgh  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 \$ 10,000

Total Current Year Revenue \$ -

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

Additional Appropriations  Other (explain)

Identify Accounts: 101-52-5100-2509

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: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: November 26, 2024

Reviewed By: 

Budget Director

Date: 11-26-24



ACT NO. \_\_\_-20\_\_\_

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Town of Greenburgh (“Greenburgh”) pursuant to which Greenburgh will provide various educational and recreational programs for the period from January 1, 2024 through December 31, 2024 for a total amount not to exceed \$10,000.00.

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

**Section 1.** The County of Westchester (the “County”), is hereby authorized to enter into an inter-municipal agreement (the “IMA”) with Greenburgh, pursuant to which Greenburgh will provide various cultural and recreational programs, including tai chi, calligraphy, folk dance, modern dance, ballroom dance, knitting, English-language classes and choir/singing for the period from January 1, 2024 through December 31, 2024, for a total amount not to exceed Ten Thousand (\$10,000.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

**§2.** Greenburgh shall submit a written report, including statistics, to the County, of the program. Evaluations will be based on the extent to which objectives of the program were accomplished.

**§3.** The Chair of the Board of Legislators or the Chair’s designee (the “Chair”) is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

**§4.** This Act shall take effect immediately.

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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, (hereafter the “County”),

and

**TOWN OF GREENBURGH**, a New York municipal corporation having an office and principal place of business 177 Hillside Avenue, Greenburgh, NY 10607, (hereafter the “Municipality”).

**FIRST:** The Municipality shall provide Recreational and Cultural Programs as described in Schedule “A” attached hereto and made a part hereof (the “Programs”).

**SECOND:** The term of this Agreement shall be from January 1, 2024 through December 31, 2024, unless terminated earlier pursuant to the provisions of this Agreement.

**THIRD:** For the services to be performed pursuant to Paragraph “FIRST,” the County will pay the Municipality a total amount not to exceed TEN THOUSAND (\$10,000.00) Dollars for the Programs. Payment shall be made upon execution of this Agreement. No extra payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the services rendered under this Agreement, as all costs and expenses for said services are deemed to be included in the fee set forth above.

**FOURTH:** The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above in Section “THIRD” and any other costs for the Programs shall be the obligation of the Municipality.

**FIFTH:** The Municipality will submit to the Chair of the Board a written Programs evaluation report using the criteria set forth in Paragraph “FIRST” upon execution of this Agreement. Evaluations will be based on the extent to which objectives of the Programs were accomplished.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality’s performance under this Agreement.

**SIXTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond

funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

**SEVENTH:** (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Chairman, and the Municipality shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Chairman shall determine the value of such Work

rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

**EIGHTH: INSURANCE AND INDEMNIFICATION:** All personnel and vehicles engaged in the Work shall at all times remain and be deemed the employees and property of the Municipality. The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "B" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "B, it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

In addition to, and not in limitation of the insurance requirements set forth in this Agreement, the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the acts of the County or its agents and representatives, the Municipality shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the Work performed by the Municipality or its agents, contractors or employees and of the acts or omissions hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) except for any actions instituted as a result of damage contributed to, caused by or resulting from the acts of the County or its agents, employees or representatives as set for in subdivision (a) above, 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 conduct of the Work by the Municipality or its agents, contractors or employees and to bear all other costs and expenses related thereto.

(c) In the event the Municipality 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 Municipality 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.

**NINTH:** The Municipality expressly agrees that neither it nor any contractor, subcontractor, 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. The Municipality 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.

**TENTH:** The Municipality 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 the Municipality as an employer of labor. The Municipality 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 Work hereunder.

**ELEVENTH:** The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party.

**TWENTH:** The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work 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 the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is



subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Municipality shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

**THIRTEENTH:** The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors and/or subcontractors are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

**FOURTEENTH:** 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 Work 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.

**FIFTEENTH:** 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: Chair, Westchester County Board of Legislators  
Michaelian Office Building  
148 Martine Avenue, 8<sup>th</sup> Floor  
White Plains, New York 10601

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

To the Municipality: Town of Greenburgh  
177 Hillside Avenue  
Greenburgh, NY 10607

**SIXTEENTH:** 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.

**SEVENTEENTH:** 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.

**EIGHTEENTH:** The Municipality 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. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

**NINETEENTH:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. 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 for 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:** All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

**TWENTY-FIRST:** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF,** The County of Westchester and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name:  
Title: Chairman of the Board of Legislators

**THE MUNICIPALITY**

By: \_\_\_\_\_  
Name:  
Title:

Authorized by the Westchester County Board of Legislators by Act No. \_\_\_\_\_ duly adopted on the  
day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to form and manner of execution

\_\_\_\_\_  
Sr. Assistant County Attorney  
County of Westchester



**CERTIFICATE OF AUTHORITY**

**(Municipality)**

I, \_\_\_\_\_,  
*(Officer other than officer signing contract)*  
certify that I am the \_\_\_\_\_ of the

*(Title)*

\_\_\_\_\_  
*(Name of Municipality)*

(the "Municipality") a corporation duly organized in good standing under the

\_\_\_\_\_  
*(Law under which organized, e.g., the New York Village Law, Village Law, General Municipal Law)*

named in the foregoing agreement that \_\_\_\_\_

*(Person executing agreement)*

who signed said agreement on behalf of the Municipality was, at the time of execution  
of the Municipality,

\_\_\_\_\_  
*(Title of such person),*

that said agreement was duly signed for on behalf of said Municipality by authority of its

\_\_\_\_\_  
*(Village Board, Village Board, Municipality Council)*

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 WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_

whose signature appears above, to me known, and know to be the

\_\_\_\_\_ of \_\_\_\_\_,

*(title)*

the municipal corporation described in and which executed the above certificate, who being by  
me duly sworn did depose and say that he, the said \_\_\_\_\_

resides at \_\_\_\_\_, and that he is

the \_\_\_\_\_ of said municipal corporation.

*(title)*

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County



**SCHEDULE "A"**

Insert scope and Budget

DRAFT

**SCHEDULE "B"**  
**STANDARD INSURANCE PROVISIONS**  
**(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality 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. Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality 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 Municipality'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 Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality 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 Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality 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 Contractor and Sub-Contractor.
- 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.

3. All policies of the Municipality 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.

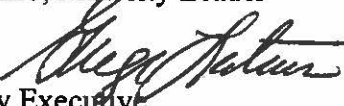
(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(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 Municipality.

DRAFT

December 5, 2024

TO: Hon. Vedat Gashi, Chair  
Hon. Jose Alvarado, Vice Chair  
Hon. Tyrae Woodson-Samuels, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer   
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act – Resource Allocation Plan.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators December 9, 2024 Agenda.

Transmitted herewith is an Act which, if approved by your Honorable Board, will authorize the County of Westchester, acting by and through its Youth Bureau (the “County”), to execute and submit to the State of New York (the “State”) a resource allocation plan (the “Plan”).

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for December 6, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer  
County Executive

December 5, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is an Act which, if approved by your Honorable Board, will authorize the County of Westchester, acting by and through its Youth Bureau (the "County"), to execute and submit to the State of New York (the "State") a resource allocation plan (the "Plan"), which will qualify the County to receive certain State reimbursements through the State's Office of Children and Family Services ("OCFS"). The Plan will authorize the County to allocate funds for certain youth services programs and related administrative activities for a program period of twelve (12) months, commencing October 1, 2024 and terminating September 30, 2025.

The total aggregate reimbursement that the County will receive under the Plan will be One Million, Seven Hundred Twenty-Five Thousand, Five Hundred Sixty-Four and 00/100 (\$1,725,564.00) Dollars ("Funds"). Pursuant to the Plan, the County will administer the Funds on behalf of the OCFS under the following funding streams: (i) Youth Development Program funds ("YDP"); (ii) Runaway and Homeless Youth Act funding ("RHYA"); (iii) Youth Sports and Education Opportunity Funding ("YSEF"); and (iv) the program entitled "Youth Team Sports" ("YTS"). It should be noted that OCFS requires approval by your Honorable Board in order for the County to enter into the Plan.

In addition, if approved by your Honorable Board, the Act will further authorize the County to enter into inter-municipal agreements ("IMAs") with the indicated municipalities set forth below, for the provision of positive youth development programs and sports education programs listed below (individually, the "Program," and, collectively, the "Programs"), for the period of twelve (12) months, from October 1, 2024 through September 30, 2025, for a total aggregate amount not to exceed Three Hundred Sixty-Nine Thousand, Six Hundred Fifty-Six and 00/100 Dollars (\$369,656.00), allocated per Program as follows:

OCFS YOUTH DEVELOPMENT			
VENDOR	PROGRAM	CT #	CT AMT
Ardsley, Village of	Ardsley Teen Center	YTH2519	\$ 4,773.00
Bedford, Town of	Summer Employment Camp	YTH2520	\$ 4,773.00
Briarcliff, Village of	Summer Youth Employment	YTH2521	\$ 4,773.00
Cortlandt, Town of	Youth Employment Services	YTH2523	\$ 8,681.00
Croton-On-Hudson, Village of	Youth Employment	YTH2563	\$ 4,438.00
Eastchester, Town of	Youth Employment	YTH2525	\$ 7,876.00



Elmsford, Village of	Summer Camp	YTH2560	\$	4,773.00
Greenburgh, Town of	TYCC Crossroads	YTH2527	\$	10,091.00
Mamaroneck, Village of	Summer Youth Employment	YTH2529	\$	8,600.00
Mount Kisco, Village of	Lifeguard Youth Employment	YTH2530	\$	4,773.00
Mount Vernon, City of	Fun Filled Summer	YTH2531	\$	8,436.00
	Youth Services	YTH2532	\$	19,643.00
Mt. Pleasant, Town of	Youth Officer	YTH2533	\$	6,741.00
New Castle, Town of	Youth Officer	YTH2534	\$	4,773.00
New Rochelle, City of	Potential Candidates Juvenile	YTH2535	\$	20,897.00
Ossining, Village of	Rec Jobs 101	YTH2538	\$	4,773.00
Peekskill, City of	Build a Boat	YTH2539	\$	5,738.00
	LIFT	YTH2540	\$	12,075.00
Pelham, Village of	Young Entrepreneurs Program	YTH2561	\$	7,637.00
Port Chester, Village of	Summer Camp Employment	YTH2541	\$	7,935.00
	Youth Bureau Community Forum	YTH2542	\$	4,773.00
	Youth Bureau - Summer Youth Employment	YTH2559	\$	22,247.00
Rye, City of	Youth Council	YTH2543	\$	4,773.00
Rye Brook, Village of	Youth Officer	YTH2544	\$	4,773.00
Scarsdale, Village of	Community Youth Service Project	YTH2545	\$	4,773.00
Sleepy Hollow, Village of	Summer Program	YTH2547	\$	4,773.00
	Summer Youth Employment	YTH2558	\$	4,773.00
	Girls As Leaders	YTH2562	\$	12,620.00
Tarrytown, Village of	Camp Summer Employment	YTH2548	\$	4,324.00
Tuckahoe, Village of	Youth Services	YTH2550	\$	4,773.00
White Plains, City	Comprehensive Yth Alt Projects	YTH2551	\$	29,139.00
Yonkers, City of	Teen Recreation Center Program	YTH2552	\$	20,415.00
	Camp Pride/Youth Employment	YTH2553	\$	22,651.00
Yorktown, Town of	Youth Officer	YTH2555	\$	4,650.00

OCFS YOUTH SPORTS			
VENDOR	PROGRAM	CT #	CT AMT
Peekskill, City of	Swim, Soccer, Basketball	NYSSP2514	\$ 14,000.00
Ossining, Village of	Sports Activities	NYSSP2515	\$ 15,000.00
Sleepy Hollow, Village of	Sports Activities	NYSSP2516	\$ 14,000.00
White Plains, City of	Sports Activities	NYSSP2517	\$ 15,000.00

It should be noted that, in addition to the IMAs, the County will enter into numerous agreements with various not-for-profit corporations, municipalities and community-based organizations under the YDP, the RHYA, the YSEF and the YTS programs, for the provision of various youth programs designed to provide opportunities for youth to actively acquire the skills and abilities needed to grow up to be competent, caring and healthy adults, as well as programs intended to support local team sports

programs across New York State and to provide crisis shelter services to run away and homeless youth through the operation of a 14 bed 24 x 7 shelter entitled “Sanctuary Program,” subject to all necessary legal approvals.


Since the Plan does not constitute a procurement of goods or services, it is not subject to the provisions of the Westchester County Procurement Policy and Procedures. In addition, the IMAs are exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof, regarding recreation projects and programs for the prevention of delinquency and youth crime and the advancement of the moral, physical, mental and social well-being of the youth of Westchester County.

Pursuant the Plan, OCFS reserves the right to modify the services or budgets at its discretion or when required by the State Comptroller. In addition, pursuant to the Plan, OCFS may withhold approval for reimbursement for certain youth programs included in the event of noncompliance with the Plan or rules and regulations of OCFS or if the County does not have a County Child and Family Services Plan approved by OCFS. Please note that the County has a County Child and Family Services Plan which was already approved by OCFS on July 17, 2023. The next five-year Plan (2025-2029) is currently under review.

The Programs use positive youth development models to focus on providing opportunities for youth to actively acquire the skills and abilities needed to grow up to be competent, caring and healthy adults. The Programs will implement service, opportunities and support that target specific areas of positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of Program goals and their ability to increase positive youth development. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

Program outcomes will be tracked and monitored by evaluation of the Programs’ data; monthly, quarterly, and annual reports submitted to the County Youth Bureau, and through site visits by the County Youth Bureau Program monitor.

As the County’s participation in this Plan will permit reimbursement by the State for the administration of important youth services programs, I strongly recommend that your Honorable Board adopt the annexed Act.

Sincerely,  
  
George Latimer  
County Executive  
Attachments

GL/jmq/sjc

**HONORABLE BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act, which if approved by your Honorable Board, will authorize the County of Westchester (the “County”) to execute and submit to the State of New York (the “State”) a resource allocation plan (the “Plan”) which will qualify the County for certain State reimbursement through its Office of Children and Family Services (“OCFS”). The Plan will authorize the County to allocate funds to administer certain youth services programs to be provided by certain municipalities and not-for-profit corporations and to related administrative activities, for a program period of twelve (12) months, commencing October 1, 2024 and terminating September 30, 2025.

Your Committee is advised that the total aggregate reimbursement amount that the County will receive under the Plan will be One Million, Seven Hundred Twenty-Five Thousand, Five Hundred Sixty-Four and 00/100 (\$1,725,564.00) Dollars (“Funds”). Pursuant to the Plan, the County will administer the Funds on behalf of OCFS under the following funding streams: (i) Youth Development Program funds (“YDP”); (ii) Runaway and Homeless Youth Act funding (“RHYA”); (iii) Youth Sports and Education Opportunity Funding (“YSEF”); and (iv) the program entitled “Youth Team Sports” (“YTS”). It should be noted that OCFS requires approval by your Honorable Board in order for the County to accept the Funds under the Plan.

In addition, your Committee is advised that the proposed Act will further authorize the County to enter into inter-municipal agreements (“IMAs”) with the indicated municipalities set forth below, for the provision of positive youth development programs and sports education programs listed below (individually, the “Program,” and, collectively, the “Programs”), for the period of twelve (12) months, from October 1, 2024 through September 30, 2025, in a total aggregate amount not to exceed Three Hundred Sixty-Nine Thousand, Six Hundred Fifty-Six and 00/100 Dollars (\$369,656.00), allocated per Program as follows:

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Your Committee is advised that, in addition to the IMAs, the County will enter into numerous agreements with various not-for-profit corporations, municipalities and community-based organizations under the YDP, the RHYA, the YSEF and the YTS programs, for the provision of various youth programs designed to provide opportunities for youth to actively acquire the skills and abilities needed to grow up to be competent, caring and healthy adults as well as programs intended to support local team sports programs across New York State and to provide crisis shelter services to run away and homeless youth through the operation of a 14 bed 24 x 7 shelter entitled “Sanctuary Program,” subject to all necessary legal approvals.

Since the Plan does not constitute a procurement of goods or services, your Committee is advised that the Plan is not subject to the provisions of the Westchester County Procurement Policy. In addition, your Committee is advised that the IMAs are exempt from the Westchester County Procurement Policy pursuant to section 3(a) xviii thereof, regarding recreation projects and programs for the prevention of delinquency and youth crime and the advancement of the moral, physical, mental and social well-being of the youth of Westchester County.

Your Committee is further advised that pursuant to the Plan, OCFS reserves the right to modify the services or budget at its discretion or when required by the State Comptroller. In addition, pursuant to the Plan, OCFS may withhold approval for reimbursement for certain youth programs included in the event of noncompliance with the Plan or rules and regulations of OCFS or if the County does not have a County Child and Family Services Plan approved by OCFS. Your Committee is advised that the County has a County Child and Family Services Plan which was already approved by OCFS on July 17, 2023. The next five-year Plan (2025-2029) is currently under review.

Your Committee is also advised that the Programs use positive youth development models to focus on providing opportunities for youth to actively acquire the skills and abilities needed to grow up to be competent, caring and healthy adults. The Programs will implement service, opportunities and supports that target specific areas of positive youth development. The Programs will administer internal controls to

collect and analyze qualitative and quantitative outcomes to measure the efficacy of Program goals and their ability to increase positive youth development. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

Your Committee is further advised that the Program outcomes will be tracked and monitored by evaluation of the Programs' data; monthly, quarterly, and annual reports submitted to the County Youth Bureau, and through site visits by the County Youth Bureau Program monitor.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed Plan and IMAs do 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 8, 2024, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

Your Committee believes that the County's participation in the Plan and entering into the IMAs will benefit youth by providing funding for certain programs that target specific areas of positive youth development. Therefore, your Committee recommends adoption of the proposed Act. It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

**COMMITTEE ON**

c:sjc 12.5.24



# FISCAL IMPACT STATEMENT

SUBJECT: NYS OCFS 2024/5 Allocation/Municipalities     NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A)  GENERAL FUND     AIRPORT     SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost    \$ 1777227

Total Current Year Revenue \$ 1,725,564

Source of Funds (check one):     Current Appropriations

Transfer of Existing Appropriations     Additional Appropriations     Other (explain)

Identify Accounts: Operating Acct: 101-11-0400-OBJ 1010, 165-42-4750-OBJ 1010, 101-0400-OBJ 4436, 263

11-A530-OBJ 4380, 263-11-A108-OBJ 4380, Rev Source 9734

Potential Related Operating Budget Expenses:    Annual Amount \$ 215,752

Describe: Youth Bureau Staff Salary Exp for YDP and required match for RHY Programs: \$123,482 under 101-11-0400-1010; RHY Prog Exp as reqd local match \$42,270 under 101-11-0400-4436 and under 165-42-4575-1010 West Cty Park & Rec Staff salary exp \$50,000.

Potential Related Revenues:    Annual Amount \$ 1,725,564

Describe: Reimbursements by State to YB Non Profit Orgs \$360,000 (263-11-A530-9584) Municipalities \$311,656 (263-11-A530-9584) RHYA Program \$126,810 (263-11-A108-9584) YDP & RHYA Admin \$114,089 (101-11-0400-9734) All Sports \$763,009 (263-11-A530-9584) and WCPRF \$50,000 (165-42-4750-9734)

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

Current Year:    \$41,022 Youth Bureau

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

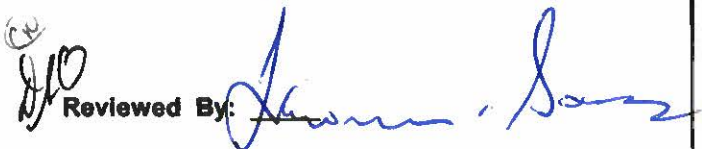
Next Four years: NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared by: Bernie Dean

Title:    Financial Administrator

Department: CEO/Youth Bureau

 Reviewed By: \_\_\_\_\_

Budget Director

2/5/24

If you need more space, please attach additional sheets.

**ACT NO. 2024 - \_\_\_\_\_**

**AN ACT** authorizing the County of Westchester to execute and submit to the State of New York a Resource Allocation Plan which will provide State reimbursement for certain youth services programs and enter into inter-municipal agreements with various municipalities to implement certain of those programs.

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

**Section 1.** The County of Westchester, acting by and through its Youth Bureau (the “County”), is hereby authorized to execute and submit to the State of New York (“State”) a Resource Allocation Plan (the “Plan”) which will qualify the County to receive certain State reimbursements through the State’s Office of Children and Family Services (“OCFS”), in the total aggregate amount of One Million, Seven Hundred Twenty-Five Thousand, Five Hundred Sixty-Four and 00/100 (\$1,725,564.00) Dollars (“Funds”). The Plan will allocate the Funds for certain youth services programs and related administrative activities, for the program period of twelve (12) months, commencing October 1, 2024 and terminating September 30, 2025, under the following funding streams: (i) Youth Development Program funds ; (ii) Runaway and Homeless Youth Act funding; (iii) Youth Sports and Education Opportunity Funding; and (iv) the program entitled “Youth Team Sports” .

**§2.** The County, is hereby further authorized to enter into inter-municipal agreements (“IMAs”) with the indicated municipalities set forth below, for the provision of positive youth development programs and sports education programs listed below (individually, the “Program,” and, collectively, the “Programs”), for the period of twelve (12) months, from October 1, 2024 through September 30, 2025, in a total aggregate amount not to exceed Three Hundred Sixty-Nine Thousand, Six Hundred Fifty-Six and 00/100 Dollars (\$369,656.00), allocated per Program as follows:

<b>OCFS YOUTH DEVELOPMENT</b>				
<b>VENDOR</b>	<b>PROGRAM</b>	<b>CT #</b>	<b>CT AMT</b>	
Ardsey, Village of	Ardsey Teen Center	YTH2519	\$	4,773.00
Bedford, Town of	Summer Employment Camp	YTH2520	\$	4,773.00
Briarcliff, Village of	Summer Youth Employment	YTH2521	\$	4,773.00
Cortlandt, Town of	Youth Employment Services	YTH2523	\$	8,681.00

Croton-On-Hudson, Village of	Youth Employment	YTH2563	\$	4,438.00
Eastchester, Town of	Youth Employment	YTH2525	\$	7,876.00
Elmsford, Village of	Summer Camp	YTH2560	\$	4,773.00
Greenburgh, Town of	TYCC Crossroads	YTH2527	\$	10,091.00
Mamaroneck, Village of	Summer Youth Employment	YTH2529	\$	8,600.00
Mount Kisco, Village of	Lifeguard Youth Employment	YTH2530	\$	4,773.00
Mount Vernon, City of	Fun Filled Summer	YTH2531	\$	8,436.00
	Youth Services	YTH2532	\$	19,643.00
Mt. Pleasant, Town of	Youth Officer	YTH2533	\$	6,741.00
New Castle, Town of	Youth Officer	YTH2534	\$	4,773.00
New Rochelle, City of	Potential Candidates Juvenile	YTH2535	\$	20,897.00
Ossining, Village of	Rec Jobs 101	YTH2538	\$	4,773.00
Peekskill, City of	Build a Boat	YTH2539	\$	5,738.00
	LIFT	YTH2540	\$	12,075.00
Pelham, Village of	Young Entrepreneurs Program	YTH2561	\$	7,637.00
Port Chester, Village of	Summer Camp Employment	YTH2541	\$	7,935.00
	Youth Bureau Community Forum	YTH2542	\$	4,773.00
	Youth Bureau - Summer Youth Employment	YTH2559	\$	22,247.00
Rye, City of	Youth Council	YTH2543	\$	4,773.00
Rye Brook, Village of	Youth Officer	YTH2544	\$	4,773.00
Scarsdale, Village of	Community Youth Service Project	YTH2545	\$	4,773.00
Sleepy Hollow, Village of	Summer Program	YTH2547	\$	4,773.00
	Summer Youth Employment	YTH2558	\$	4,773.00
	Girls As Leaders	YTH2562	\$	12,620.00
Tarrytown, Village of	Camp Summer Employment	YTH2548	\$	4,324.00
Tuckahoe, Village of	Youth Services	YTH2550	\$	4,773.00
White Plains, City	Comprehensive Yth Alt Projects	YTH2551	\$	29,139.00
Yonkers, City of	Teen Recreation Center Program	YTH2552	\$	20,415.00
	Camp Pride/Youth Employment	YTH2553	\$	22,651.00
Yorktown, Town of	Youth Officer	YTH2555	\$	4,650.00

OCFS YOUTH SPORTS			
VENDOR	PROGRAM	CT #	CT AMT
Peekskill, City of	Swim, Soccer, Basketball	NYSSP2514	\$ 14,000.00
Ossining, Village of	Sports Activities	NYSSP2515	\$ 15,000.00
Sleepy Hollow, Village of	Sports Activities	NYSSP2516	\$ 14,000.00
White Plains, City of	Sports Activities	NYSSP2517	\$ 15,000.00

**§3.** The County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents appropriate and necessary to effectuate the purposes hereof.

**§4.** This Act shall take effect immediately.

**INTERMUNICIPAL AGREEMENT**

**THIS INTER MUNICIPAL AGREEMENT** (“Agreement”), made the \_\_\_\_ day of \_\_\_\_\_, 2024, 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, (hereinafter referred to as the “County”),  
and

**MUNICIPALITY**, a municipal corporation of the State of New York, having an office and place of business at \_\_\_\_\_ address (hereinafter referred to as the “Municipality”).

**WITNESSETH:**

**WHEREAS**, the County of Westchester (“County”), acting by and through its Office of Youth Bureau (“Youth Bureau”), desires that the Municipality provide a \_\_\_\_\_ program entitled “Program Name” (the “Program”); and

**WHEREAS**, the Municipality is willing to provide such Program, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

**FIRST:** The Municipality shall provide the Program, as more fully described in Schedule “A” attached hereto and made a part hereof (the “Work”). In consideration for providing the Program, the County shall reimburse the Municipality an amount not to exceed Amount in Words Dollars (\$XXXX), as budgeted in accordance with Schedule “B,” which is attached hereto and made a part hereof, payable quarterly, upon approval of the same as to form and manner by the Director of the Westchester County Youth Bureau, (the “Director”), and which amount shall be contingent upon receipt of said amount by the County from the New York State Office of Children and Family Services (“NYSOCFS”), for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports in the manner prescribed by the County.

Payment under this Agreement shall be made after submission by the Municipality of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Director. In no event shall payment be made to the Consultant prior to completion of all Work and the approval of same by the Director.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

**SECOND:** The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this Agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records



related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

**THIRD:** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," 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 "C," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and its elected officials 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 the Municipality or third parties under the direction or control of the Municipality; and

(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 this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality 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 Municipality 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.

**FOURTH:** The term of this Agreement will commence October 1, 2024 and terminate September 30, 2025, unless terminated earlier as provided herein.

**FIFTH:** (a) The County, upon thirty (30) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment

for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B".

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

**SIXTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from NYSOCFS to operate the Program, and that no liability shall be incurred by the County beyond the monies made available from NYSOCFS for this Agreement. The Municipality agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds or said funds have been made available to said commissioner.

If, for any reason, the full amount of said funds is not paid over or made available to the County by NYSOCFS, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State

Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

**SEVENTH:** All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement, which is attached hereto as Schedule “D” and made a part hereof. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County’s Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

**EIGHTH:** Schedule “E” is a form entitled, “Westchester County Youth Bureau Corrective Action Request”. This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

**NINTH:** All notices given pursuant to this agreement shall be in writing and effective upon mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight mail and mailed to the following addresses:

To the County:            Executive Director – Youth Bureau  
                                 112 E. Post Road, 3<sup>rd</sup> floor  
                                 White Plains, New York 10601

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

to the Municipality:    Executive Director  
                                 Municipality

Street Address  
City, State Zip

or to such other addresses as may be specified by the parties hereto in writing.

**TENTH:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

**ELEVENTH:** This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

**TWELFTH:** The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work 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 the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the

Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

**THIRTEENTH:** The Municipality expressly agrees that neither it nor any contractor, subcontractor, 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. The Municipality 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.

**FOURTEENTH:** The Municipality shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter be enacted or promulgated ("Laws") applicable to this Agreement, the Municipality or the Work to be performed hereunder. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

**FIFTEENTH:** 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 Work 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.

**SIXTEENTH:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. 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 for 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.

**SEVENTEENTH:** The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT/ SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the County and the Municipality have caused this Agreement to be executed:

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name: Kenneth W. Jenkins  
Title: Deputy County Executive

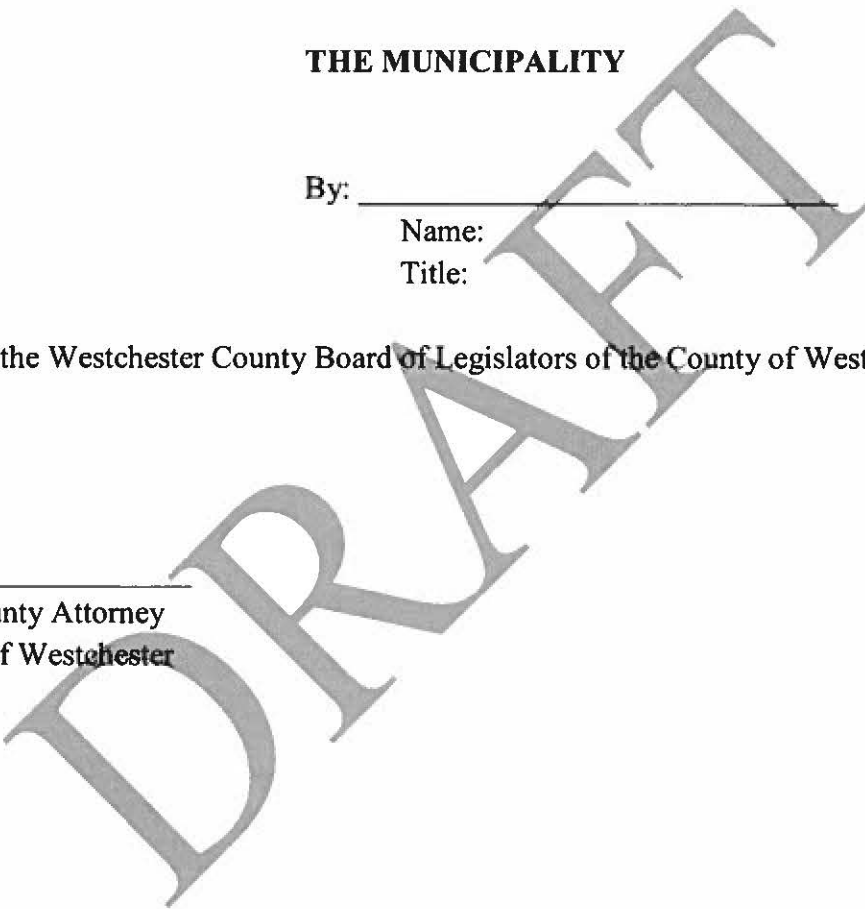
**THE MUNICIPALITY**

By: \_\_\_\_\_  
Name:  
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. \_\_\_\_\_ - 2024.

Approved:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester

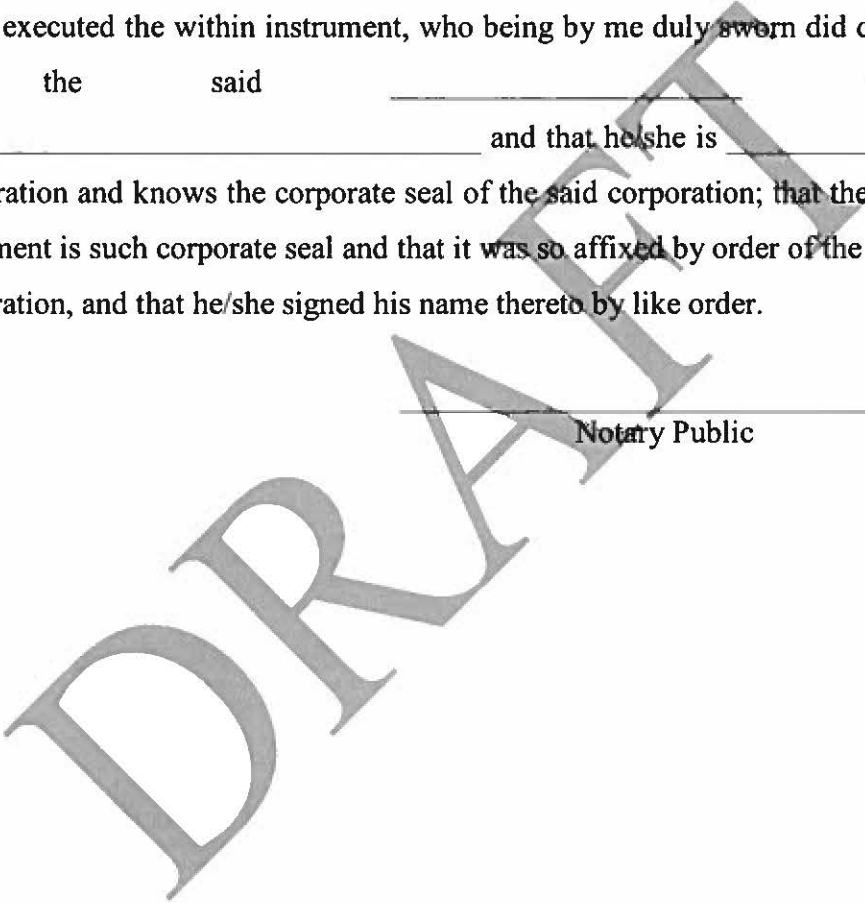


**MUNICIPAL ACKNOWLEDGMENT**  
(Municipal Corporation)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_ resides at \_\_\_\_\_ and that he/she is \_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public



**CERTIFICATE OF AUTHORITY**  
(Municipality)

I, \_\_\_\_\_, certify that I am the  
*(Officer other than officer signing contract)*

\_\_\_\_\_ of the \_\_\_\_\_  
*(Title) (Name of Municipality)*

(the "Municipality") a corporation duly organized in good standing under the \_\_\_\_\_

\_\_\_\_\_ *(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)*

named in the foregoing agreement that \_\_\_\_\_  
*(Person executing agreement)*

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality,  
*(Title of such person),*

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_ thereunto duly authorized,  
*(Town Board, Village Board, City Council)*

and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )  
                                  )  
COUNTY OF WESTCHESTER )

ss.:

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
*(Title)*

the municipal corporation described in and which executed the above certificate, who being by me  
duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he/she  
is the \_\_\_\_\_ of said municipal corporation.  
*(Title)*

\_\_\_\_\_  
Notary Public      County

**SCHEDULE "A"**  
**SCOPE OF SERVICES**

DRAFT

**SCHEDULE "B"**  
**BUDGET**

DRAFT

**WESTCHESTER COUNTY YOUTH BUREAU**  
**FISCAL REQUIREMENTS AND POLICIES**

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

**Below is a list of current funding categories:**

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
NYS OCFS	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20<sup>th</sup> date of the month following the end of the quarter, except the 4<sup>th</sup> quarter which is due on January 10<sup>th</sup> of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
OTPS/Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement	Employee Exp. Request Form, Receipt, and Proof of Payment

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:

Westchester County Youth Bureau  
 112 East Post Road, 3rd Floor  
 White Plains, NY 10601



**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
 (Youth & Human Services)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality 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. The Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality 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 Municipality'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 Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality 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 Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality 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 Contractor and Sub-Contractor.
- 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.

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 Municipality 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 Municipality.

DRAFT

**SCHEDULE "D"**  
**VENDOR DIRECT PROGRAM - ELECTRONIC FUNDS TRANSFER**

The Licensee shall complete the "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form" as part of the County's 'Vendor Direct' program utilizing Electronic Funds Transfer ("EFT") payments.

The County will deposit payments via EFT two business days after the voucher/invoice is processed. Please note that Saturdays, Sundays, and legal holidays are not considered business days.

Under the Vendor Direct program, the Licensee will receive an e-mail notification one day prior to the day the payment will be credited to its designated account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a paper check stub, and will contain the date that the funds will be credited to its account.

The Licensee shall contact the County in the same manner for a discrepancy in the amount received via EFT as it would for a discrepancy in the amount received in a paper check.

In the unlikely event that the Licensee did not receive the money in its designated bank account on the date indicated in the e-mail, the Licensee shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788.

The Licensee shall promptly notify the County whenever it changes any information regarding, or closes, the bank account that it enrolled in the Vendor Direct program for EFT payments. The Licensee shall then complete, and provide to the County, a new "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form". The Licensee shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788 to obtain a new form.

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[NO FURTHER TEXT ON THIS PAGE]

	Westchester County • Department of Finance • Treasury Division  <b>Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form</b>	Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
<b>INSTRUCTIONS:</b> Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.		

**Section I - Vendor Information**

1. Vendor Name:												
2. Taxpayer ID Number or Social Security Number:		<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>										
3. Vendor Primary Address												
4. Contact Person Name:		Contact Person Telephone Number:										
5. Vendor E-Mail Addresses for Remittance Notification:												
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>												
_____ Authorized Signature	_____ Print Name/Title	_____ Date										

**Section II- Financial Institution Information**

7. Bank Name:												
8. Bank Address:												
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>												
11. Bank Account Number:		12. Bank Account Title:										
13. Bank Contact Person Name:		Telephone Number:										
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>												
_____ Authorized Signature	_____ Print Name / Title	_____ Date										

**(Leave Blank - to be completed by Westchester County) - Vendor number assigned**

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Westchester County • Department of Finance • Treasury Division

## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

### GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

### Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

### Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

NEW/CHANGE VEN EFT 9/08



**SCHEDULE "E"**  
**WESTCHESTER COUNTY YOUTH BUREAU**  
**SAMPLE CORRECTIVE ACTION REQUEST**

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

1<sup>st</sup> Notice

2<sup>nd</sup> Notice

Final Notice

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

- Monthly Statistical Report(s) are outstanding.
- Quarterly Statistical Report(s) are outstanding.
- Annual Report is outstanding.
- Failure to respond to site visit request(s).
- Failure to submit fiscal claim(s).

**Program Monitor Notes:**

**Erika L. Pierce****Legislator, 2<sup>nd</sup> District**

Chair, Committee on Public Works &amp; Transportation

**Committee Assignments:**

Budget &amp; Appropriations

Human Services

Information Technology &amp; Cybersecurity

Parks &amp; Environment

**MEMORANDUM OF LEGISLATION****DATE:** 11/07/24**TITLE:** Free County Park Passes for Veterans**SPONSOR:** Legislator Erika Pierce, 2<sup>nd</sup> District**PURPOSE OR GENERAL IDEA OF BILL:**

To provide U.S. military Veterans free Westchester County Parks Passes.

**INTENT:**

To grant U.S. military Veterans free Westchester County Parks Passes and all the benefits a Parks Pass provides.

**JUSTIFICATION:**

Veterans have made immense contributions to our nation, often at great personal cost, and it is our duty to recognize and honor their dedication. By removing the financial barrier to accessing our parks, we demonstrate our gratitude and commitment to their well-being. This proposal will allow Veterans to experience the numerous health and wellness benefits that come from spending time in nature. Access to outdoor recreation can significantly improve mental health, reduce stress, and enhance physical fitness.

This proposal will also aid Service Members in their transition back to civilian life and help them to engage with the broader community. By inviting Veterans to enjoy our parks, we are not only recognizing their past sacrifices but also encouraging their active participation in community life as well as signaling the value Westchester County puts on their service.

Many Veterans face financial hardships, and alleviating this cost helps ease their burden. This support can make a significant difference in their quality of life, allowing them to take full advantage of the natural beauty and recreational opportunities available in Westchester County.

Ultimately, offering free Westchester County Parks Passes and all the benefits they provide to Veterans is a small but important way to give back to those who have given so much for our country. It is an investment in their well-being and a reminder that their service is deeply valued and appreciated. By providing easier access to our parks to Veterans, we are not just providing a recreational opportunity but also making a statement about our collective commitment to their health, happiness, and reintegration into civilian life.

**PRESENT LAW:** Free Park Passes are available to Active Service Members of the U.S. military and U.S. military Veterans who have a “service connected” disability.

AG/ag

Tel: (914) 995-2810 • Fax: (914) 995-3884 • E-mail: [Pierce@westchesterlegislators.com](mailto:Pierce@westchesterlegislators.com)