

**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 City of Mount Vernon (the “City”), acting by and through its Recreation Department, in which the City shall provide various educational and recreational programs (the “Programs”) that will benefit youth, senior citizens, and community members of Mount Vernon. Specifically, the City shall provide: (i) a summer basketball clinic, and (ii) various programs that will benefit senior citizens.

First, the City shall provide a summer basketball clinic (“Basketball Clinic”) on or about July 8, 2024 through August 16, 2024. The Basketball Clinic will be located in Mount Vernon at the Mount Vernon High School gymnasium, Mondays through Fridays from 10:00 a.m. to 5:00 p.m. for six weeks. The Basketball Clinic will have availability of a maximum of ninety (90) registered participants, ages 8-17 for each week of the Basketball Clinic. The head basketball coach at Mount Vernon High School and his staff shall direct basketball skills and drills. In addition to helping participants develop basketball skills, the Basketball Clinic shall teach participants “life skills”, where speakers will present and discuss various life skill topics to participants. All participants will receive lunch and a tee shirt.

The purpose of the Basketball Clinic is to enhance the athletic and social skills of participants while providing a safe environment with quality basketball instruction. All participants will be given a skill evaluation test at the beginning of each session and another one at the end of the session to test each participant’s ability in shot-making, agility and basic knowledge of the game of basketball. Participants who show the most improvement are encouraged to participate in the City’s Saturday youth summer basketball league. It is anticipated that eighty-five (85%) percent of participants will learn about the game of basketball, including shot making, movement and overall comprehension; fifty

(50%) percent of participants will be motivated to continue in additional basketball programs, and seventy-five (75%) percent of participants will increase their motor skills and agility, and their ability to work in a team setting. The City's Director of Athletics and Program Services and assigned administrative staff are tasked with monitoring the Basketball Clinic and to conduct site visits.

Second, the City shall provide a variety of educational and recreational programs that will foster opportunities for Westchester County senior citizens and community members. Specifically, the City shall provide the following programs: (i) "Let's Discover Our Roots! A Genealogy Club for Senior Citizens; (ii) Senior Exercise Classes; (iii) Bingo Blast; and (iv) Senior Trips. It is expected that there will be approximately 150 participants participating in these programs.

"Let's Discover Our Roots! A Genealogy Club for Senior Citizens", is a program designed to allow participants to learn about who they are by discovering about their ancestors, celebrating family traditions, embracing cultures and understanding where they came from and their place in history. The goal of this program is to provide an environment that engages participants to explore new avenues and discover their roots and their place in today's world.

The "Senior Exercise" classes combine music, movement and social interaction that may stimulate the release of endorphins that promote feelings of happiness and reduce stress and anxiety. Through cardiovascular exercise, muscle strengthening, flexibility enhancement, coordination development and mental stimulation, participants may experience a myriad of health benefits.

The City shall also provide a "Bingo Blast" program which will provide an opportunity for senior citizens to participate in the popular and enjoyable game of Bingo. The "Bingo Blast" program shall offer benefits to the overall well-being and cognitive health of older adults, and shall provide a structured environment for social interaction that may foster friendships. The advantages of this program includes encompassing social, cognitive and emotional dimensions. For example, social

interaction that is engaged during this program may lead to decrease in loneliness and social isolation. By decreasing loneliness and social isolation through this program, the program may lead to adverse effects on the mental and physical health of the senior citizens participating in the program.

The City shall also provide "Senior Trips" program which shall be a variety of trips organized for cultural and entertainment outings for senior citizens that will promote and contribute to the well-being and happiness of senior citizens in Westchester County. The City seeks authorization to use one of the following subcontractors for bus transportation services for the Senior Trips programs:

1. First Student, Inc.
Mailing Address: 325 Miller Place, Mount Vernon, New York 10550
Telephone Number: 914-423-7777
2. J & R Tours, LTD.
Mailing Address: 791 Nepperhan Ave., Yonkers, New York 10703
Telephone Number: 914-668-5050
3. Hudson Valley Charter Service, Inc.
Mailing Address: 6 Dogwood Road, Cortlandt Manor, New York 10567

Prior to the commencement of the program, the City shall confirm and provide written notice to County, indicating which subcontractor will provide the bus transportation services. Said selected subcontractor shall provide evidence of insurance to the County as set forth in the insurance requirements of Schedule "C" of Agreement, 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.

The County will pay the City a total amount not to exceed Fifty-Three Thousand, Six Hundred and Forty-One (\$53,641.00) Dollars as follows: Twenty-Eight Thousand, Six Hundred and Forty-One (\$28,641.00) Dollars for the Basketball Clinic and, Twenty-Five Thousand, (\$25,000.00) Dollars, for the various senior citizen programs payable pursuant to an approved budget.

Your Committee has determined that there is a clear and overwhelming need for educational







and recreational services within the City. Accordingly, there is an increased need to sustain and expand programming that will provide affordable, safe, and constructive activities that will benefit youth, senior citizens, and community members of Mount Vernon.



The Department of Planning has advised that the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 8, 2024, which is on file with the clerk of your Honorable Board. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Your Committee has been advised that approval 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 Act authorizing the IMA and recommends its approval.

Dated: July 29th, 2024
White Plains, New York

COMMITTEE ON:



C/MB/6/14/24






 (TWS)

Budget & Appropriations

FISCAL IMPACT STATEMENT

SUBJECT: IMA City of Mt Vernon

☐ 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 \$ 25,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-52-5100-2508

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: June 17, 2024

Reviewed By: Christina Parnell

Deputy Budget Director

Date: 6/17/24

FISCAL IMPACT STATEMENT

SUBJECT: IMA City of Mt Vernon

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

<input checked="" type="checkbox"/>	GENERAL FUND
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☐ AIRPORT FUND

<input type="checkbox"/>	SPECIAL DISTRICTS FUND
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SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	28,641
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Total Current Year Revenue	\$	-
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Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-52-5100-2508

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: June 17, 2024

Reviewed By: William Law

Deputy Budget Director

Date: 6/17/24

ACT NO. 2024-__

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for various educational and recreational programs and events that will benefit youth, senior citizens, and community members of Mount Vernon for the period January 1, 2024 through December 31, 2024 for a total amount not to exceed \$53,641.00.

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

Section 1. The County of Westchester ("County"), is hereby authorized to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("City"), in which the City shall provide various educational and recreational programs and events that will benefit youth, senior citizens, and community members of Mount Vernon, within the period from January 1, 2024 through December 31, 2024, for a total amount not to exceed Fifty-Three Thousand, Six Hundred and Forty-One, (\$53,641.00) Dollars, payable pursuant to an approved budget.

§2. The City is hereby authorized to use one of the following subcontractors for the Agreement, for the purpose of providing bus transportation services for the "Senior Trips" Program:

1. First Student, Inc.
Mailing Address: 325 Miller Place, Mount Vernon, New York 10550
Telephone Number: 914-423-7777
2. J & R Tours, LTD.
Mailing Address: 791 Nepperhan Ave., Yonkers, New York 10703
Telephone Number: 914-668-5050
3. Hudson Valley Charter Service, Inc.
Mailing Address: 6 Dogwood Road, Cortlandt Manor, New York 10567

provided, however, that prior to the commencement of the program, the City shall confirm and provide written notice to County indicating which subcontractor will provide the bus transportation services. Said selected subcontractor shall provide evidence of insurance to the County as set forth in the insurance requirements of Schedule "C" of Agreement, 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.

§3. The Chair of the Board of Legislators or his duly authorized designee 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.

and

FIRST: The Municipality, acting by and through its Recreation Department, shall provide various educational and recreational programs and events that will benefit youth, senior citizens, and community members of Mount Vernon, as more particularly described in Schedule "A" attached hereto and made a part hereof (the "Work").

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

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the County will pay the Municipality a total amount not to exceed Fifty-Three Thousand, Six Hundred and Forty-One, (\$53,641.00) Dollars, in accordance with an approved budget which is attached hereto and made a part hereof as Schedule "B". Payment shall be made in full within thirty (30) days after submission by the Municipality of an invoice. Municipality agrees that, if requested to do so by the Chair, it shall promptly submit supporting documentation to substantiate the basis for payment. The Chair will submit any requests for supporting documentation within two (2) weeks of receiving an invoice. The County shall pay said invoice within thirty (30) days of receipt of the invoice, or if supporting documentation is requested then within thirty (30) days of submission of supporting documentation. No additional payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work rendered under this Agreement, as all costs and expenses for said services are deemed to be included in the fee set forth above.

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.

FOURTH: The Municipality shall report to the County on its progress toward completing the Work, as the Chair of the Westchester County Board of Legislators or his duly authorized designee (the "Chair") may request, and shall immediately inform the Chair in writing of any cause for delay in the performance of its obligations under this Agreement.

No later than thirty (30) days after the end of the term of the Agreement, the Municipality shall submit to the Chair, a written performance measurement report which shall provide details about each program, including the number of participants that participated in each program.

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. Such audit may include requests for documentation, reports or other information which the Chair may, in the Chair's discretion, deem necessary and appropriate. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

FIFTH: 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.

SIXTH: (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 Chair, 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 Chair 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.

SEVENTH: The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "C" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "C" 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 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 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.

EIGHTH: 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.

NINTH: 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.

TENTH: 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 Chairman a letter signed by the mayor 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.

Notwithstanding the above, the Parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following subcontractors have been approved to provide services for the named purpose(s) in connection with this Agreement:

For Bus Transportation Service for Senior Trips:

1. First Student, Inc.
Mailing Address: 325 Miller Place, Mount Vernon, New York 10550
Telephone Number: 914-423-7777
2. J & R Tours, LTD.
Mailing Address: 791 Nepperhan Ave., Yonkers, New York 10703
Telephone Number: 914-668-5050
3. Hudson Valley Charter Service, Inc.
Mailing Address: 6 Dogwood Road, Cortlandt Manor, New York 10567

The Parties further agree that prior to the commencement of the Work, the Municipality shall confirm and provide written notice to the County, indicating which subcontractor will provide the bus transportation services. Prior to providing the services, said subcontractor shall provide evidence of insurance to the County as set forth in the insurance requirements of Schedule "C" of this Agreement, 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.

ELEVENTH: 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.

TWELFTH: 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.

THIRTEENTH: 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, (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, 8th 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: City of Mount Vernon
City Hall
1 Roosevelt Plaza
Mount Vernon, New York 10550

FOURTEENTH: 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.

FIFTEENTH: 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.

SIXTEENTH: The Municipality recognizes that this Agreement does not grant the Municipality the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other Municipalities on an “as needed” basis.

SEVENTEENTH: 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.

EIGHTEENTH: 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.

NINETEENTH: 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.

TWENTIETH: 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: Honorable Vedat Gashi

Title: Chair, Westchester County Board of Legislators

THE CITY OF MOUNT VERNON

By: _____

Name:

Title:

Authorized by the Westchester County Board of Legislators by Act No. ____-2024 duly adopted on the
____ day of _____, 2024.

Approved:

Assistant County Attorney
County of Westchester

k/bara/bol/IMA City of Mt. Vernon Various Programs CON133998

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Municipal Official other than official signing contract)

certify that I am the _____ of
(Title)

the _____
(Name of Municipal Corporation)

a municipal corporation duly organized and in good standing under the
_____ (Law under which organized, e.g., the New York Village Law)

named in the foregoing agreement; that

(Person executing agreement)

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

was, at the time of execution _____
(Title of such person)

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

(Signature)

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

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

Notary Public
Date

SCHEDULE "A"

SCOPE OF WORK

DRAFT

SCOPE OF WORK

The City of Mt. Vernon-Department of Recreation "Basketball Clinic" for youth ages 8-17 for the period of July 8, 2023 - August 16, 2024. The program operates for four hours per day, five days per week for six weeks.

The program is held in Mt. Vernon High School gymnasium. Operating hours are Monday – Friday from 10:00 am to 5:00 pm; the clinic is offered in weekly sessions. A maximum of 90 boys and girls will be registered in each session. The summer basketball clinic is open to all youth from Mt. Vernon ages 8-17 years old. Basketball skills and drills are directed by Bob Cimmino, head basketball coach of Mt. Vernon High School and his staff. A portion of our program is dedicated to "Life Skills development". Each week a guest speaker will present and discuss a different life skill topic to the participants. All participants will receive lunch and a T-shirt.

The program is designed to provide a safe environment along with quality basketball instruction to the youth of Mt. Vernon. The goal of our Summer Basketball clinic is to provide the youth of Mt. Vernon a summer with constructive activities, while providing quality basketball instruction for youth who desire to become better basketball players. Our summer clinic is an alternative to delinquent behavior and discourages possible gang involvement or drug abuse it also keeps our youth physically fit combating the effects of obesity.

All participants are given a skill evaluation test at the beginning of each session and another one at the end of the session to test the knowledge of shot making, agility, and basic basketball knowledge. Those participants who show the most improvement will be steered towards our Saturday youth summer basketball league. Eighty-five percent (85%) of participants will learn the "GAME" (i.e. Shot Making, Movement and overall comprehension); fifty (50%) percent will be motivated to continue in additional basketball programs; and seventy-five (75%) percent will increase their motor skills and agility, as well as their ability to work in a "TEAM" setting.

We market our Summer Clinic through advertising on social media; and distributing flyers and brochures throughout the community. Our brochures are also available on the city website www.cmvny.com.

Staff needed for this program will be - 1 Director, 1 Asst Director, 8 Recreation Specialist, Basketballs, Guest Speakers, T Shirts, Etc.

SCOPE OF WORK

The City of Mount Vernon will foster opportunities for senior citizens and community members.

LET'S DISCOVER OUR ROOTS! A GENEALOGY CLUB FOR SENIOR CITIZENS This club is designed to instill in the participants a sense of identity by learning about who they are. Discovering more about their ancestors, celebrating family traditions, embracing cultures and understanding where they came from and their place in history. This structure provides an environment that engages participants to explore new avenues and discover their roots and their place in the world today.

The following are necessary: Membership to on-line genealogy research organizations, Staffing Consultants

Senior Exercise classes: The combination of music, movement, and social interaction stimulates the release of endorphins, that promote feelings of happiness and reduce stress and anxiety. Through cardiovascular exercise, muscle strengthening, flexibility enhancement, coordination development, and mental stimulation, participants experience a myriad of health benefits that extend beyond the studio walls. Embracing dance as a regular part of one's fitness routine can lead to improved quality of life and longevity.

The following will be a part of this program: Dance instructor, Water Bottles, Hand Weights, Resistance Bands

Bingo Blast A popular game enjoyed by people of all ages, holds particular significance for seniors. Beyond its entertainment value, Bingo offers benefits that contribute to the overall well-being and cognitive health of older adults. The advantages of Bingo for seniors, encompassing social, cognitive, and emotional dimensions. Social Interaction: Loneliness and social isolation are prevalent concerns among seniors, leading to adverse effects on mental and physical health. Bingo provides a structured environment for social interaction, fostering friendships

The following will be part of this program: Bingo Machine, Bingo Cards, Etc.

Senior Trips Senior trips are organized for cultural and entertainment outings for seniors, this is a valuable initiative that will provide numerous benefits to participants. By offering opportunities for socialization, recreation, and cultural enrichment, we can contribute to the well-being and happiness of seniors in our community.

The following will be part of this program: Transportation, tickets discounts, lunch etc.

SCHEDULE "B"

BUDGET

DRAFT

FUNDING SOURCE SUMMARY**MVAC SENIOR PROGRAM****PROJECT BUDGET FOR 2024****PROGRAM EXPENSES:**

Equipment (Soundbar, Computers, games, awards etc.)	\$	12,500.00
Trips(Buses, Event Fees, Etc.)	\$	5,000.00
Consultants	\$	5,000.00
Food	\$	2,500.00
Sub-Total		\$ 25,000.00

TOTAL PROPOSED OPERATING BUDGET:	\$ 25,000.00
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FUNDING SOURCE SUMMARY**BASKETBALL PROGRAM****PROJECT BUDGET FOR 2024****SALARIES AND WAGES:**

Director (1) @ \$30/hr x 5 hrs/day x 5 days/wk @ 6 weeks	\$ 4,500.00
Asst. Director (1) @ \$20/hr x 4 hrs/day x 5 days/wk @ 6 weeks	\$ 2,400.00
Rec Specialist (8) @ \$17.50/hr x 4 hrs/day x 5 days x 6 wks	\$ 16,800.00

TOTAL SALARIES \$ 23,700.00

FRINGE BENEFITS

FICA @ 7.65%	\$ 1,813.00
Workers' Compensation @ 2.38%	\$ 564.00
Liability Insurance @ 4.36%	\$ 1,033.00
State Unemployment Insurance @ 0.57%	\$ 135.00
TOTAL FRINGE BENEFITS	\$ 3,545.00

TOTAL SALARY & FRINGE: \$ 27,245.00

MISCELLANEOUS EXPENSES:

Equipment (Basketballs, nets, whistles, Awards, etc.)	\$ 696.00
Speaker	\$ 200.00
T Shirt	\$ 500.00
Sub-Total	\$ 1,396.00

TOTAL PROPOSED OPERATING BUDGET: \$ 28,641.00

Budget \$ 28,641.00

SCHEDULE "C"

BOARD OF LEGISLATORS

STANDARD INSURANCE PROVISIONS **(Contractor)**

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall furnish, deliver and maintain 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 Contractor shall provide evidence of such insurance to the 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 Contractor 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 Contractor 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 for approval by the Director. Upon failure of the Contractor 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 Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

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

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

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

2. The Contractor shall provide evidence of the insurance for each coverage checked off below (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

☒ 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).

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

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

NOTES: (a) 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.

(b) Action Over exclusions, Labor Law exclusions, "Exclusions of Injury to Employees, Contractor and Subcontractor Employees", or any exclusions that exclude from coverage lawsuits or claims against the County for employee bodily injury shall not apply to the County.

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

☒ Commercial Umbrella/Excess Insurance: \$2,000,000 each occurrence and aggregate naming the "County of Westchester" as an additional insured, written on a "follow the form" basis.

Notes (a) through (c) above under the Commercial General Liability Insurance shall also apply to Commercial Umbrella/Excess Insurance.

☒ 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 an additional insured:

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

☒ Professional Liability Insurance with a limits of \$1,000,000 per occurrence/\$3,000,000 aggregate.

☒ Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy in the following limit:

- ☐ Limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or
- ☒ Limit of \$3,000,000 per occurrence

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

☐ Special Event Insurance with a limit of \$1,000,000 per occurrence.

☒ Other: The above coverage is required. A Special Events policy can be used in lieu of the stated stand-alone policies provided it provides coverage for all of the above-selected exposures/coverage.

3. All policies of the Contractor 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 Contractor.

(e) Notice of Cancellation Endorsement providing for 10 days' written notice of cancellation of the insurer's intent to cancel the policies to the following Designated Entity:

Westchester County Department of Law
Attn: Director of Risk Management
Office of Risk Management
148 Martine Avenue, Suite 241
White Plains, New York 10601

Certificate Holder on all certificates of insurance shall read: The County of Westchester, 148 Martine Avenue, White Plains, New York 10601.

PLEASE NOTE: Printed copies of all of your full insurance policies are required.