

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

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

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

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

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

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

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

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

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

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

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

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

Dated: June 2, 2025  
White Plains, New York

David Am...	Don/John	Samuel Zell John
Don/John	John	Don/John
Erin/John	John	Erin/John
John/John	John	John/John
Don/John	John	John/John
John/John	John	John/John
Benjamin Boylston II		

COMMITTEES ON

Legislation

Parks & Environment

Labor & Human Rights

# FISCAL IMPACT STATEMENT

SUBJECT: Agmt with Putnam/NW BOCES

☒ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: \_\_\_\_\_

Potential Related Operating Budget Expenses: Annual Amount \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Potential Related Operating Budget Revenues: Annual Amount \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Current Year: \_\_\_\_\_

Next Four Years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: Kerry Riguzzi *KR*

Title: Manager - Fiscal Operations

Department: Parks, Recreation & Conservation

Date: April 11, 2025

*GR*  
Reviewed By: *Lawrence S.*

Budget Director

Date: 4/15/25

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

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

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

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

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

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

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

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

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

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

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

§8. This Act shall take effect immediately.

## **INTERMUNICIPAL COOPERATIVE AGREEMENT**

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

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

and

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

### **WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

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

**THE COUNTY OF WESTCHESTER**

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

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

By: \_\_\_\_\_  
Neil Boyle  
District Superintendent

By: \_\_\_\_\_  
Richard Kreps  
Board President

Approved:

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

## ACKNOWLEDGMENT

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

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

Date: \_\_\_\_\_

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

RPL § 309-a; NY CPLR § 4538

**CERTIFICATE OF AUTHORITY  
(CORPORATION)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Corporation)

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

\_\_\_\_\_  
(Person executing agreement)

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

was, at the time of execution

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

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

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

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

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

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

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

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

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

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

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

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

## **SCHEDULE "B"**

### **INSURANCE PROVISIONS** **(BOCES)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SCHEDULE "C"**  
**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

[NO FURTHER TEXT ON THIS PAGE]

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

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