



George Latimer
County Executive

February 3, 2022

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

Dear Honorable Members of the Board of Legislators:

Pursuant to Chapter 209 of the Laws of Westchester County, enclosed for filing please find a copy of my written consent to accept a gift of One Hundred Thousand (\$100,000) Dollars per year and Twenty-Five Thousand (\$25,000) Dollars per year for the perpetual care, maintenance, and upkeep of the Lasdon Family Garden and Nanette's Garden, respectively, at the Lasdon Park and Arboretum.

Acceptance of this gift requires no expenditure of County capital or non-recurring funds to house or make it operative.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "George Latimer".

George Latimer
County Executive

GL/KO/LC

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Email: CE@westchestergov.com
Telephone: (914)995-2900

westchestergov.com



George Latimer
County Executive

February 3, 2022

Lasdon Family Foundation
500 Coconut Palm Terrace
Plantation, Florida 33324

Attn: Ms. Bonnie Eletz, Trustee
Ms. Cathy Seligman, Trustee

Dear Ms. Eletz and Ms. Seligman,

Pursuant to Chapter 209 of the Laws of Westchester County, I hereby consent to the County's acceptance of your gift of One Hundred Thousand (\$100,000) Dollars per year and Twenty-Five Thousand (\$25,000) Dollars per year for the perpetual care, maintenance, and upkeep of the Lasdon Family Garden and Nanette's Garden, respectively, at the Lasdon Park and Arboretum.

It is with tremendous gratitude that I accept this most generous gift on behalf of the County of Westchester. Thank you for your generosity.

Sincerely,

George Latimer
County Executive

GL/KO/LC

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Email: CE@westchestergov.com
Telephone: (914)995-2900

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FISCAL IMPACT STATEMENT

SUBJECT: Lasdon Family Foundation

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 \$ 125,000

Total Current Year Revenue \$ 125,000

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

Additional Appropriations

Other (explain)

Identify Accounts: 263-42-T776-428X-9856-PKDS (Revenue)

263-42-T776-428X-3240-PKDS / 263-42-T776-428X-4380-PKDS / 263-42-T776-428X-1200-PKDS

Potential Related Operating Budget Expenses: Annual Amount \$125,000

Describe: For the perpetual care, maintenance and upkeep of the Lasdon Family Garden and Nanette's Garden.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

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

Current Year: _____

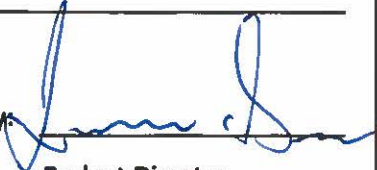
Next Four Years: _____

Prepared by: Neil Squillante

Title: Deputy Commissioner

Department: Parks Department

Date: February 1, 2022

2/1/22
Reviewed By: 
Budget Director
Date: 2/5/22

From: "Halperin, Alan S" <ahalperin@paulweiss.com>
Sent: Friday, September 3, 2021 11:58 AM
To: "O'Connor, Kathleen" <koc2@westchestergov.com>
CC: "'cathyseligman@yahoo.com'" <cathyseligman@yahoo.com>, "'bonloon@aol.com'" <bonloon@aol.com>, michele@metschnet.com, desantisconsultingllc@gmail.com, "Stern, Renee" <ReStern@paulweiss.com>
Subject: Agreement with Lasdon Family Foundation

Gift offer

Kathleen,

We represent the Lasdon Family Foundation. In connection with the dedication of Ms. Laitman's Secret Garden, I am attaching a draft copy of the proposed amended and restated agreement between the Foundation and Westchester County. To facilitate your review, I also am attaching a redline copy showing the changes from the existing agreement.

Please let us know if you have any questions or comments.

Thank you,

Alan

Alan S. Halperin | Partner ([Bio](#))
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas | New York, NY 10019-6064
212 373 3313 (Direct Phone) 212 492 0313 (Direct Fax)
ahalperin@paulweiss.com www.paulweiss.com

THIS AMENDED AND RESTATED AGREEMENT, made as of this day
of June, 2002 2021, 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 (the "County")

AND

*LASDON FAMILY FOUNDATION (formerly known as WILLIAM & MILDRED
LASDON FOUNDATION)*, a trust having an office at ~~575 Madison Avenue, Suite 1006,~~
New York, New York 10022 500 Coconut Palm Terrace, Plantation, FL 33324 (the
"Foundation").

*WHEREAS, on June 20, 2002, the parties hereto entered into an agreement (the
"Original Agreement") with respect to the care, maintenance and upkeep of the
Lasdon Family Memorial Garden (the "Lasdon Family Garden") at the Lasdon Park
and Arboretum in Somers, New York;*

WHEREAS, the Foundation wishes to contribute funds for the perpetual care,
maintenance and upkeep of Nanette's Secret Garden ("Nanette's Garden" and, together
with the Lasdon Family Memorial Garden (the "Garden Gardens") at the Lasdon Park and
Arboretum in Somers, New York; and

*WHEREAS, pursuant to paragraph 15 of the Original Agreement, the Original
Agreement may be amended by writing duly executed by the parties; and*

WHEREAS, the County desires to accept the Foundation's contribution of funds
pursuant to the terms set forth herein: parties wish to amend and restate the Original
Agreement to amend the terms of the care, maintenance and upkeep of the Lasdon

Family Garden and to set forth their understandings regarding the care, maintenance and upkeep of Nanette's Garden.

NOW, THEREFORE, in accordance with the foregoing premises specifically incorporated herein by reference, and in consideration of the terms and conditions contained herein, the County and Foundation hereby agree as follows:

1. Subject to County acceptance as provided in paragraph 10:

a. The Foundation hereby agrees to contribute to the County \$100,000 per year, in two semi-annual payments of \$50,000, for the care, maintenance, and upkeep of the Lasdon Family Garden (the "Family Garden Funding Amount"). The County is to use the contributed funds for the sole purpose of the perpetual care, maintenance and upkeep of the Lasdon Family Garden. Payments will be made annually on January 2nd and July 1st. Notwithstanding the foregoing, nothing contained in this paragraph shall create any retroactive obligation with respect to the funding the care, maintenance and upkeep of the Lasdon Family Garden prior to the date hereof in excess of the amount set forth in the Original Agreement.

b. The Foundation hereby agrees to contribute to the County \$25,000 annually for the care, maintenance, and upkeep of Nanette's Garden (the "Nanette's Garden Funding Amount"). The County is to use the contributed funds for the sole purpose of the perpetual care, maintenance and upkeep of Nanette's Garden. The first payment shall be made within thirty (30) days upon the completion of Nanette's Garden. All subsequent payments will be made thereafter every twelve (12) months.

~~1c.~~ Subject to County acceptance as provided in paragraph 10, the Foundation hereby agrees to contribute to the County \$75,000 per year, in two semi-annual payments of \$37,500. The County is to use the contributed funds for the sole purpose of the perpetual care, maintenance and upkeep of the Garden. The first payment shall be made within thirty (30) days upon the completion of the Garden. Based on the foregoing, the parties anticipate that the first \$37,500 will be made on or about July 1 2002. All subsequent payments will be made thereafter every six (6) months. The payments The payments set forth in the foregoing provisions of this paragraph 1 are to be made until the Foundation transfers funds to create an endowment fund as specified in paragraph 5, the income from which is to be used for the perpetual care, maintenance and upkeep of the ~~Garden~~Gardens.

2. The Foundation is to retain a consultant (the "Consultant") for the purpose of advising the Foundation as to matters involving the ~~Garden~~Gardens, including the spending of the contributed funds and the review of income and expenses attributable to the funds. Except as otherwise provided in paragraph 9, the Foundation, in its exclusive discretion, shall select the Consultant, provided such Consultant either has a degree in Horticulture or an aligned field of study or has at least five (5) years of experience operating a comparable facility. The first Consultant shall be Sal DeSantis. All expenses associated with the Consultant shall be the responsibility of the Foundation, and the County shall have no responsibility to pay the Consultant any fees or disbursements.

3. The County is to maintain the ~~Garden~~Gardens consistent with the highest horticultural standards. Specifically, the County is to maintain the ~~Garden~~Gardens in accordance with those sections of Landscape Specifications Guidelines (5th ed.), as updated

from time to time, dealing with Exterior Landscape Installation, Exterior Landscape Maintenance and Irrigation. A copy of Landscape Specification Guidelines (5th ed.), or any later edition, shall be kept at the Lasdon Horticultural Library for reference. The County further agrees to maintain the ~~Garden~~Gardens in accordance with the additional guidelines described in Schedule A, which is made a part of this Agreement. The County shall make every effort to work with the Consultant and implement the recommendations of the Consultant.

4. The Consultant will visit the ~~Garden~~Gardens, without necessarily giving prior notice to the County, on a monthly basis. In addition, on a semi-annual basis, the Consultant will conduct inspections with a person designated by the County. Such semi-annual inspections shall be on such dates as mutually agreed upon by the County and the Consultant. On at least an annual basis, the Consultant will submit a report to the Foundation and the County.

5. At its option, the Foundation, in lieu of making annual payments of ~~\$75,000~~125,000 per year, may contribute funds to establish the Lasdon Family Memorial Garden and Nanette's Secret Garden Endowment Fund (the "Fund"). The amount so contributed shall be agreed upon by the Foundation and the County, with the aim of generating income of ~~\$75,000~~125,000 per year; provided, however, the amount necessary to create the Fund shall not exceed \$1.9 million. If the Fund is so established, the Foundation no longer will have any obligation to distribute ~~\$75,000~~125,000 per year.

6. If the Fund is so established, the County shall hold all moneys and other assets so transferred to the Fund as an endowment fund in perpetuity. The County shall use the net income of the Fund for the sole purpose of the perpetual care, maintenance and

upkeep of the ~~Garden~~Gardens. For purposes of this Agreement, net income shall exclude capital gains, both realized and unrealized. Furthermore, the County shall not be authorized to invade the principal of the Fund for any purpose, except with the prior written consent by the Foundation. In the event that the Fund does not generate at least ~~\$75,000~~125,000 annually, such consent to invade principal shall not be unreasonably withheld or delayed. The County shall maintain a separate account for the Fund and shall use the Fund's assets only in accordance with the terms of this Agreement. The Fund shall be administered by the Westchester County Commissioner of Finance in accordance with Section 119.11 of the Laws of Westchester County, New York, as amended from time to time.

7. The County will provide annual statements of the capital, income and expenses of the Fund to the Foundation.

8. If the Foundation determines that (a) ~~the~~either Garden is not operated and maintained in accordance with the highest horticultural standards in accordance with paragraph 3 (including Schedule A attached hereto and made a part of this Agreement) or (b) there is a material diminution in the size of ~~the~~either Garden or accessibility by the public, the Foundation's obligation under paragraph 1 to pay \$75,000 per year the Family Garden Funding Amount or the Nanette's Garden Founding Amount, as applicable, shall cease. If either one or both of the conditions described in the preceding sentence occur with respect to both Gardens after the Fund has been established, the parties agree that the Fund shall be designated for use for other charitable purposes (with similar recognition and identification of the ~~William & Mildred Lasdon~~ Family Foundation) as determined by the Foundation.

9. If the Foundation ceases to exist, ~~Nanette L. Laitman (or her~~ Bonnie Eletz and Cathy Seligman (or their designee) shall have the right to select the Consultant under paragraph 2, the right to consent to the invasion of principal of the Fund under paragraph 6, the right to review annual statements under paragraph 7 and the right to determine the other charitable purposes under paragraph 8. If ~~Nanette L. Laitman (or her~~ Bonnie Eletz and Cathy Seligman (or their designee) ~~selects~~ select a Consultant in accordance with this paragraph and paragraph 2, ~~she~~ they (or ~~her~~ their designee) shall be solely responsible for compensating the Consultant. If ~~Nanette L. Laitman (or her~~ Bonnie Eletz and Cathy Seligman (or their designee) waives one or more of the rights under this paragraph 9, such provisions so waived relating to the Consultant shall be null and void. The parties confirm that the term designee shall include not only any person so designated (in writing) by ~~Nanette Laitman~~ Bonnie Eletz and Cathy Seligman, but also any person selected (in writing) by such designee as his or her successor. If ~~Nanette L. Laitman is not~~ neither Bonnie Eletz nor Cathy Seligman is living at the time the Foundation ceases to exist, and ~~she has~~ they have not otherwise designated a person to select the Consultant, the Foundation shall have the right to name such person or persons to select the Consultant in the future.

10. The parties recognize that, pursuant to applicable law, acceptance of gifts by the County and the dedication of public property for park purposes is subject to the written consent of the County Executive and the further approval of the Westchester County Board of Legislators. The County shall be responsible for preparing and submitting the necessary documentation for the purpose of requesting approval by the Westchester County Board of Legislators to accept the grant in accordance with this Agreement. Such acceptance shall be a condition precedent to the Foundation's obligations hereunder.

11. The Foundation represents that it is fully authorized to donate funds to the County as set forth in this Agreement.

12. The County and Foundation shall comply with all federal, state and local laws, rules and regulations affecting the conduct of their respective activities.

13. The Foundation and the Consultant, their respective officers, trustees, employees and agents are not employees of the County or any department, agency or unit thereof. Neither the Foundation, the Consultant, their respective officers, trustees, employees nor their agents will hold themselves out as, or claim to be, employees or agents of the County, or of any department, agency, or unit thereof.

14. Nothing contained herein shall be deemed to create any liability or obligation in an individual capacity on the part of the officers, trustees or employees of the Foundation, except as otherwise provided in paragraph 9.

15. This Agreement constitutes the entire agreement between the parties hereto with respect to the perpetual care, maintenance and upkeep of the ~~Garden~~ Gardens. It shall not be amended except by writing duly executed by the parties.

16. This Agreement shall not be assigned by either party without the express written consent of the non-assigning party. Any such purported assignment that has not been consented to shall be void ab initio.

17. This Agreement shall not take effect nor be enforceable until it has been signed by both parties and approved by the Office of the County Attorney.

18. The parties agree that this Agreement shall be governed by New York law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

COUNTY OF WESTCHESTER

By: ANDREW J. SPANO [NAME]
County Executive

WILLIAM & MILDRED LASDON
LASDON FAMILY FOUNDATION

By: NANETTE L. LAITMAN BONNIE
ELETZ,
as Trustee

By: CATHY SELIGMAN,
as Trustee

Approved by the Board of Legislators of the County of Westchester on the

day of _____, ~~2002~~2021 and by the Board of Acquisition and Contract on

the _____ day of _____, ~~2002~~2021.

Approved as to form and manner of execution:

By: _____
County Attorney for the
County of Westchester

SCHEDULE A

ADDITIONAL MAINTENANCE GUIDELINES

1. The County agrees to employ one full-time Parks Department employee to maintain the ~~Garden~~Gardens on a daily basis.
2. The County agrees to hire from time to time supplemental seasonal labor to the extent the Foundation, with advice from Consultant, determines necessary to assist in the maintenance of the ~~Garden~~Gardens.
3. The County will purchase necessary supplies and materials for the maintenance of the ~~Garden~~Gardens, such as mulch, replacement plants, fertilizer and irrigation parts.
4. The County will maintain the Kiosk with respect to each Garden to ensure that information is posted (and removed) in a timely fashion.
5. The County will maintain the Lasdon Family Garden fountain, remove foreign items (such as stones and litter) from the fountain and maintain aesthetic water quality. The fountain basins shall be maintained in accordance with the manufacturer's recommendations.
6. The County shall ensure that the non-horticultural features, such as walkways, paths, benches and walls, are safe and aesthetic.
7. The statuary in each Garden shall be maintained in accordance with the recommendations of the sculptor or foundry.
8. Pesticides are to be applied in accordance with the provisions of the Sunset Amendment to Westchester County's Pesticide Reduction Law and the Regulations Promulgated by the New York State Department of Environmental Conservation, as amended from time to time.

Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 9/2/2021 4:37:52 PM	
Style name: PW Basic	
Intelligent Table Comparison: Active	
Original DMS: iw://US/NY6/159630/2	
Modified DMS: iw://US/US1/14883593/1	
Changes:	
Add	64
Delete	48
Move From	6
Move To	6
Table Insert	1
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	125

THIS AMENDED AND RESTATED AGREEMENT, made as of this day
of , 2021, 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 (the “County”)

AND

***LASDON FAMILY FOUNDATION (formerly known as WILLIAM & MILDRED
LASDON FOUNDATION)***, a trust having an office at 500 Coconut Palm Terrace,
Plantation, FL 33324 (the “Foundation”).

WHEREAS, on June 20, 2002, the parties hereto entered into an agreement (the
“Original Agreement”) with respect to the care, maintenance and upkeep of the Lasdon
Family Memorial Garden (the “Lasdon Family Garden”) at the Lasdon Park and Arboretum
in Somers, New York;

WHEREAS, the Foundation wishes to contribute funds for the perpetual care,
maintenance and upkeep of Nanette’s Secret Garden (“Nanette’s Garden” and, together with
the Lasdon Family Garden, the “Gardens”) at the Lasdon Park and Arboretum in Somers,
New York;

WHEREAS, pursuant to paragraph 15 of the Original Agreement, the Original
Agreement may be amended by writing duly executed by the parties; and

WHEREAS, the parties wish to amend and restate the Original Agreement to amend
the terms of the care, maintenance and upkeep of the Lasdon Family Garden and to set forth
their understandings regarding the care, maintenance and upkeep of Nanette’s Garden.

NOW, THEREFORE, in accordance with the foregoing premises specifically incorporated herein by reference, and in consideration of the terms and conditions contained herein, the County and Foundation hereby agree as follows:

1. Subject to County acceptance as provided in paragraph 10:

a. The Foundation hereby agrees to contribute to the County \$100,000 per year, in two semi-annual payments of \$50,000, for the care, maintenance, and upkeep of the Lasdon Family Garden (the "Family Garden Funding Amount"). The County is to use the contributed funds for the sole purpose of the perpetual care, maintenance and upkeep of the Lasdon Family Garden. Payments will be made annually on January 2nd and July 1st. Notwithstanding the foregoing, nothing contained in this paragraph shall create any retroactive obligation with respect to the funding the care, maintenance and upkeep of the Lasdon Family Garden prior to the date hereof in excess of the amount set forth in the Original Agreement.

b. The Foundation hereby agrees to contribute to the County \$25,000 annually for the care, maintenance, and upkeep of Nanette's Garden (the "Nanette's Garden Funding Amount"). The County is to use the contributed funds for the sole purpose of the perpetual care, maintenance and upkeep of Nanette's Garden. The first payment shall be made within thirty (30) days upon the completion of Nanette's Garden. All subsequent payments will be made thereafter every twelve (12) months.

c. The payments set forth in the foregoing provisions of this paragraph 1 are to be made until the Foundation transfers funds to create an endowment fund as specified in paragraph 5, the income from which is to be used for the perpetual care, maintenance and upkeep of the Gardens.

2. The Foundation is to retain a consultant (the "Consultant") for the purpose of advising the Foundation as to matters involving the Gardens, including the spending of the contributed funds and the review of income and expenses attributable to the funds. Except as otherwise provided in paragraph 9, the Foundation, in its exclusive discretion, shall select the Consultant, provided such Consultant either has a degree in Horticulture or an aligned field of study or has at least five (5) years of experience operating a comparable facility. The first Consultant shall be Sal DeSantis. All expenses associated with the Consultant shall be the responsibility of the Foundation, and the County shall have no responsibility to pay the Consultant any fees or disbursements.

3. The County is to maintain the Gardens consistent with the highest horticultural standards. Specifically, the County is to maintain the Gardens in accordance with those sections of Landscape Specifications Guidelines (5th ed.), as updated from time to time, dealing with Exterior Landscape Installation, Exterior Landscape Maintenance and Irrigation. A copy of Landscape Specification Guidelines (5th ed.), or any later edition, shall be kept at the Lasdon Horticultural Library for reference. The County further agrees to maintain the Gardens in accordance with the additional guidelines described in Schedule A, which is made a part of this Agreement. The County shall make every effort to work with the Consultant and implement the recommendations of the Consultant.

4. The Consultant will visit the Gardens, without necessarily giving prior notice to the County, on a monthly basis. In addition, on a semi-annual basis, the Consultant will conduct inspections with a person designated by the County. Such semi-annual inspections shall be on such dates as mutually agreed upon by the County and the Consultant. On at least an annual basis, the Consultant will submit a report to the Foundation and the County.

5. At its option, the Foundation, in lieu of making annual payments of \$125,000 per year, may contribute funds to establish the Lasdon Family Memorial Garden and Nanette's Secret Garden Endowment Fund (the "Fund"). The amount so contributed shall be agreed upon by the Foundation and the County, with the aim of generating income of \$125,000 per year; provided, however, the amount necessary to create the Fund shall not exceed \$1.9 million. If the Fund is so established, the Foundation no longer will have any obligation to distribute \$125,000 per year.

6. If the Fund is so established, the County shall hold all moneys and other assets so transferred to the Fund as an endowment fund in perpetuity. The County shall use the net income of the Fund for the sole purpose of the perpetual care, maintenance and upkeep of the Gardens. For purposes of this Agreement, net income shall exclude capital gains, both realized and unrealized. Furthermore, the County shall not be authorized to invade the principal of the Fund for any purpose, except with the prior written consent by the Foundation. In the event that the Fund does not generate at least \$125,000 annually, such consent to invade principal shall not be unreasonably withheld or delayed. The County shall maintain a separate account for the Fund and shall use the Fund's assets only in accordance with the terms of this Agreement. The Fund shall be administered by the Westchester County Commissioner of Finance in accordance with Section 119.11 of the Laws of Westchester County, New York, as amended from time to time.

7. The County will provide annual statements of the capital, income and expenses of the Fund to the Foundation.

8. If the Foundation determines that (a) either Garden is not operated and maintained in accordance with the highest horticultural standards in accordance with

paragraph 3 (including Schedule A attached hereto and made a part of this Agreement) or (b) there is a material diminution in the size of either Garden or accessibility by the public, the Foundation's obligation under paragraph 1 to pay the Family Garden Funding Amount or the Nanette's Garden Founding Amount, as applicable, shall cease. If either one or both of the conditions described in the preceding sentence occur with respect to both Gardens after the Fund has been established, the parties agree that the Fund shall be designated for use for other charitable purposes (with similar recognition and identification of the Lasdon Family Foundation) as determined by the Foundation.

9. If the Foundation ceases to exist, Bonnie Eletz and Cathy Seligman (or their designee) shall have the right to select the Consultant under paragraph 2, the right to consent to the invasion of principal of the Fund under paragraph 6, the right to review annual statements under paragraph 7 and the right to determine the other charitable purposes under paragraph 8. If Bonnie Eletz and Cathy Seligman (or their designee) select a Consultant in accordance with this paragraph and paragraph 2, they (or their designee) shall be solely responsible for compensating the Consultant. If Bonnie Eletz and Cathy Seligman (or their designee) waives one or more of the rights under this paragraph 9, such provisions so waived relating to the Consultant shall be null and void. The parties confirm that the term designee shall include not only any person so designated (in writing) by Bonnie Eletz and Cathy Seligman, but also any person selected (in writing) by such designee as his or her successor. If neither Bonnie Eletz nor Cathy Seligman is living at the time the Foundation ceases to exist, and they have not otherwise designated a person to select the Consultant, the Foundation shall have the right to name such person or persons to select the Consultant in the future.

10. The parties recognize that, pursuant to applicable law, acceptance of gifts by the County and the dedication of public property for park purposes is subject to the written consent of the County Executive and the further approval of the Westchester County Board of Acquisition and Contract. The County shall be responsible for preparing and submitting the necessary documentation for the purpose of requesting approval by the Westchester County Board of Acquisition and Contract to accept the grant in accordance with this Agreement. Such acceptance shall be a condition precedent to the Foundation's obligations hereunder.

11. The Foundation represents that it is fully authorized to donate funds to the County as set forth in this Agreement.

12. The County and Foundation shall comply with all federal, state and local laws, rules and regulations affecting the conduct of their respective activities.

13. The Foundation and the Consultant, their respective officers, trustees, employees and agents are not employees of the County or any department, agency or unit thereof. Neither the Foundation, the Consultant, their respective officers, trustees, employees nor their agents will hold themselves out as, or claim to be, employees or agents of the County, or of any department, agency, or unit thereof.

14. Nothing contained herein shall be deemed to create any liability or obligation in an individual capacity on the part of the officers, trustees or employees of the Foundation, except as otherwise provided in paragraph 9.

15. This Agreement constitutes the entire agreement between the parties hereto with respect to the perpetual care, maintenance and upkeep of the Gardens. It shall not be amended except by writing duly executed by the parties.

16. This Agreement shall not be assigned by either party without the express written consent of the non-assigning party. Any such purported assignment that has not been consented to shall be void ab initio.

17. This Agreement shall not take effect nor be enforceable until it has been signed by both parties and approved by the Office of the County Attorney.

18. The parties agree that this Agreement shall be governed by New York law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

COUNTY OF WESTCHESTER

By: _____

[NAME]

County Executive

LASDON FAMILY FOUNDATION

By: _____

BONNIE ELETZ,

as Trustee

By: _____

CATHY SELIGMAN,

as Trustee

Approved by the Westchester County Board of Acquisition and Contract on the
day of _____, 2021.

Approved as to form and manner of execution:

By: _____
County Attorney for the
County of Westchester

SCHEDULE A

ADDITIONAL MAINTENANCE GUIDELINES

1. The County agrees to employ one full-time Parks Department employee to maintain the Gardens on a daily basis.
2. The County agrees to hire from time to time supplemental seasonal labor to the extent the Foundation, with advice from Consultant, determines necessary to assist in the maintenance of the Gardens.
3. The County will purchase necessary supplies and materials for the maintenance of the Gardens, such as mulch, replacement plants, fertilizer and irrigation parts.
4. The County will maintain the Kiosk with respect to each Garden to ensure that information is posted (and removed) in a timely fashion.
5. The County will maintain the Lasdon Family Garden fountain, remove foreign items (such as stones and litter) from the fountain and maintain aesthetic water quality. The fountain basins shall be maintained in accordance with the manufacturer's recommendations.
6. The County shall ensure that the non-horticultural features, such as walkways, paths, benches and walls, are safe and aesthetic.
7. The statuary in each Garden shall be maintained in accordance with the recommendations of the sculptor or foundry.
8. Pesticides are to be applied in accordance with the provisions of the Sunset Amendment to Westchester County's Pesticide Reduction Law and the Regulations Promulgated by the New York State Department of Environmental Conservation, as amended from time to time.