

# Veterans, Seniors & Youth Meeting Agenda



Committee Chair: James Nolan

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

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**Monday, December 9, 2024**

**3:00 PM**

**Committee Room**

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## CALL TO ORDER

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

## MINUTES APPROVAL

Thursday, November 14 , 3PM

## I. ITEMS FOR DISCUSSION

1. [2024-586](#) ACT-Retroactively Amend Grant Agreements-NYSOFA-CSE, etc.

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

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

2. [2024-604](#) ACT - IMA with Greenburgh to Provide Educational/Recreational Programs

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

## II. OTHER BUSINESS

## III. RECEIVE & FILE

1. [2024-580](#) HON. ERIKA PIERCE - Free WC Park Passes for U.S. Military Veterans

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

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

## ADJOURNMENT



George Latimer  
County Executive

November 8, 2024

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

Dear Honorable Members of the Board of Legislators:

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

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

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

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

**Grant Amounts:**

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

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

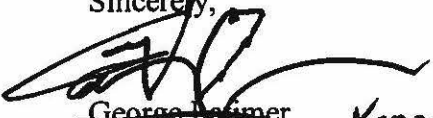
The additional funds provided under the CSE, and the combined WIN/NSIP Grant Agreements will be utilized by the Department for direct services to seniors.

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

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

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

Sincerely,



~~George Legimer  
County Executive~~

Kenneth Jenkins  
Acting County Executive

GL/MC/SJ

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

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

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

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

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

**Grant Amounts:**

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

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

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

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

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

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

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

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

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

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**COMMITTEE ON**

# FISCAL IMPACT STATEMENT

SUBJECT: EISEP     NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

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

A)  GENERAL FUND     AIRPORT     SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost    \$ 4077459

Total Current Year Revenue \$ 3018719

Source of Funds (check one):     Current Appropriations

Transfer of Existing Appropriations     Additional Appropriations     Other (explain)

Identify Accounts: 24-101-4957

263-85-T048

Potential Related Operating Budget Expenses:    Annual Amount \$ 1058740

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

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

Potential Related Revenues:    Annual Amount \$ 3018719

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

\_\_\_\_\_

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

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

Next Four years:

Estimated to be same as above each year.

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

Prepared by: Sandra Brown

Title:    Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

11/6/24

If you need more space, please attach additional sheets.



# FISCAL IMPACT STATEMENT

SUBJECT: WIN/NSIP     NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

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

A)  GENERAL FUND     AIRPORT     SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost    \$ 1496182

Total Current Year Revenue \$ 1496182

Source of Funds (check one):     Current Appropriations

Transfer of Existing Appropriations     Additional Appropriations     Other (explain)

Identify Accounts: 263-85-T928

Potential Related Operating Budget Expenses:    Annual Amount \$ 0

Describe: \_

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

Potential Related Revenues:    Annual Amount \$ 1496182

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Next Four years:

Estimated to be same as above each year.

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

Prepared by: Sandra Brown

Title:    Director of Program Development II

Department: Senior Programs & Svcs.

2/10  
Reviewed By:



Budget Director

11/6/24

If you need more space, please attach additional sheets.

# FISCAL IMPACT STATEMENT

SUBJECT: CSE     NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

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

A)  GENERAL FUND     AIRPORT     SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost    \$ 2503479

Total Current Year Revenue \$ 1911917

Source of Funds (check one):     Current Appropriations

Transfer of Existing Appropriations     Additional Appropriations     Other (explain)

Identify Accounts: 101-24-4957

263-85-T047

Potential Related Operating Budget Expenses:    Annual Amount \$ 591562

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

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

Potential Related Revenues:    Annual Amount \$ 1911917

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

\_\_\_\_\_

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

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

### Next Four years:

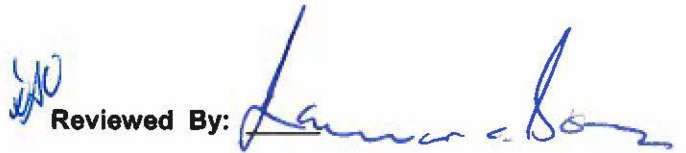
Estimated to be same as above each year.

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

Prepared by: Sandra Brown

Title:    Director of Program Development II

Department: Senior Programs & Svcs.

 Reviewed By: Sandra Brown

Budget Director

11/6/24

If you need more space, please attach additional sheets.

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

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

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

**Grant Amounts:**

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

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

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

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

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

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

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

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

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

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

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

**COMMITTEE ON**

# FISCAL IMPACT STATEMENT

SUBJECT: IMA Town of Greenburgh  NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND  AIRPORT FUND  SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 10,000

Total Current Year Revenue \$ -

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

Additional Appropriations  Other (explain)

Identify Accounts: 101-52-5100-2509

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Prepared by: Michael Dunn

Title: Senior Budget Analyst

Department: Budget

Date: November 26, 2024

Reviewed By: 

Budget Director

Date: 11-26-24

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

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

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

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

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

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

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

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereafter the “County”),

and

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

(b) except for any actions instituted as a result of damage contributed to, caused by or resulting from the acts of the County or its agents, employees or representatives as set for in subdivision (a) above, to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the conduct of the Work by the Municipality or its agents, contractors or employees and to bear all other costs and expenses related thereto.

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

**NINTH:** The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NINETEENTH:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no

way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**TWENTIETH:** All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County’s Vendor Direct program. The Municipality acknowledges that it is already enrolled in the County’s Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

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

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

**THE COUNTY OF WESTCHESTER**

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

**THE MUNICIPALITY**

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

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

Approved as to form and manner of execution

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

**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

DRAFT

RPL § 309-a; NY CPLR § 4538

**CERTIFICATE OF AUTHORITY**

**(Municipality)**

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

*(Title)*

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

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

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

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

*(Person executing agreement)*

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

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

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

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

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

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

STATE OF NEW YORK )

ss.: )

COUNTY OF WESTCHESTER )

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

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

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

*(title)*

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

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

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

*(title)*

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

\_\_\_\_\_  
County



**SCHEDULE "A"**

Insert scope and Budget

DRAFT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

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

Chair, Committee on Public Works &amp; Transportation

**Committee Assignments:**

Budget &amp; Appropriations

Human Services

Information Technology &amp; Cybersecurity

Parks &amp; Environment

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

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

**INTENT:**

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

**JUSTIFICATION:**

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

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

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

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

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

AG/ag

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