

Westchester County

George Latimer
County Executive

July 27, 2023

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County"), acting by and through the Westchester County Youth Bureau ("Youth Bureau"), to enter into inter-municipal agreements ("IMAs") with the cities of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, Yonkers and White Plains, through their respective youth bureaus, and the Town of Greenburgh, acting by and through its community center ("Municipalities"), pursuant to which the Municipalities will provide summer youth employment and training services to eligible Westchester youth for a term commencing retroactively on July 1, 2023 and continuing through September 30, 2023 in a total aggregate not-to-exceed amount of \$129,176.00, payable as invoiced and in accordance with an approved budget. It is anticipated that the County will pay each municipality an amount not to exceed \$16,147.00 under their respective IMAs.

The Youth Bureau has advised that it has been awarded a grant by New York Presbyterian Hospital ("NYP") in the amount of \$150,000.00 to provide youth from the Municipalities with an opportunity to explore career paths, increase their employability skills, and earn income that may contribute to their basic needs such as food, clothing, and school supplies ("Program"). The objective of the Program is to provide youth between the ages 16-24 from families with low to moderate incomes, with a six-week comprehensive program that will provide initial introductions to the workplace and help youth to acquire and enhance transferable, employability skills.

It should be noted that in addition to the IMAs, the County will also enter into a contract with the Boys and Girls Club of Northern Westchester ("BGCNW") pursuant to which BGCNW will provide summer youth employment and training services funded by the NYP grant. Approval for the BGCNW contract, and for the grant agreement will be requested for authorization from the County's Board of Acquisition & Contract.

The Youth Bureau plans to use the balance of the grant funds received to hold a County-wide event for the Youth participating in the Summer Youth Employment Programs.

The procurement of Program is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

The Planning Department has advised that the proposed action does not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQR"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 12, 2023, which is on file with the clerk of your Honorable Board.

Therefore, no further review is required. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

Accordingly, I believe the proposed IMAs are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

**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 which would authorize the County of Westchester (“County”), acting by and through the Westchester County Youth Bureau (“Youth Bureau”), to enter into inter-municipal agreements (“IMAs”) with the cities of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, Yonkers and White Plains, through their respective youth bureaus, and the Town of Greenburgh, acting by and through its community center (“Municipalities”), pursuant to which the Municipalities will provide summer youth employment and training services to eligible Westchester youth for a term commencing retroactively on July 1, 2023 and continuing through September 30, 2023 in a total aggregate not-to-exceed amount of \$129,176.00, payable as invoiced and in accordance with an approved budget. It is anticipated that the County will pay each municipality an amount not to exceed \$16,147.00 under their respective IMAs.

Your Committee is advised that the Youth Bureau has been awarded a grant in the amount of \$150,000.00 from New York Presbyterian Hospital (“NYP”) to provide eligible Westchester youth from the Municipalities with an opportunity to explore career paths, increase their employability skills, and earn income that may contribute to their basic needs such as food, clothing, and school supplies (“Program”). The objective of the Program is to provide youth between the ages 16-24 from families with low to moderate incomes, with a six-week comprehensive program that will provide initial introductions to the workplace and help youth to acquire and enhance transferable, employability skills.

Your Committee notes that in addition to the IMAs, the County will also enter into a contract with the Boys and Girls Club of Northern Westchester (“BGCNW”) pursuant to which BGCNW will provide summer youth employment and training services funded by the balance of the NYP grant. Approval for the BGCNW contract and for the grant agreement will be requested for authorization from the County’s Board of Acquisition & Contract.

Your Committee further notes that the Youth Bureau plans to use the balance of the grant funds received to hold a County-wide event for the Youth participating in the Summer Youth Employment Programs.

The procurement of Program is exempt from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii of said Policy.

The Planning Department has advised that the proposed action does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQR”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 12, 2023, which is on file with the clerk of your Honorable Board. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

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

Your Committee has been advised that adoption of the proposed legislation is necessary to effectively carry out this worthwhile program. Accordingly, after due consideration, your Committee recommends adoption of the annexed legislation.

Dated: _____, 2023
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: New York-Presbyterian Hospital

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 \$ 150000

Total Current Year Revenue \$ 150000

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: Operating Acct: 101-11-0400-4380; Recovery 101-11-0400-9425

Potential Related Operating Budget Expenses: Annual Amount \$ 150,000

Describe: To provide summer youth employment and training experiences for 45 eligible Westchester youth between the ages 16-24 from families with low to moderate incomes, for a term commencing on July 1, 2023 -- September 30, 2023. Subcontracts with Mount Vernon, New Rochelle, Ossining, Peekskill, White Plains, Greenburgh, Port Chester, Yonkers and Boys & Girls Club of Northern Westchester. Countywide Event \$4,677

Potential Related Revenues: Annual Amount \$ 150,000

Describe: Grant from New York Presbyterian Hospital to provide summer youth employment and training services for 45 youth.

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

Current Year: \$0.00

Next Four years: Same as above

Prepared by: Bernie Dean

Title: Financial Administrator

Department: CEO/Youth Bureau

MM Reviewed By:


Budget Director

If you need more space, please attach additional sheets.

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the cities of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, Yonkers and White Plains, through their respective youth bureaus, and the Town of Greenburgh, through its community center, pursuant to which the municipalities will provide summer youth employment and training services to eligible Westchester youth.

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

Section 1. The County of Westchester, acting by and through the Westchester County Youth Bureau (“County”), be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the cities of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, Yonkers and White Plains, through their respective youth bureaus, and the Town of Greenburgh, through its community center (“Municipalities”), pursuant to which the Municipalities will provide summer youth employment and training services for eligible Westchester youth between the ages 16-24 from families with low to moderate incomes. The term of each IMA will commence on July 1, 2023 and continue through September 30, 2023. Pursuant to the IMAs, the County shall reimburse the Municipalities a total aggregate amount not to exceed \$129,176.00, payable as invoiced, pursuant to an approved budget.

§2. The County Executive or his authorized designee is hereby empowered to execute all instruments and take all actions reasonable and necessary to effectuate the purposes hereof.

§3. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS INTER MUNICIPAL AGREEMENT (“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, (hereinafter referred to as the “County”),

and

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

WITNESSETH:

WHEREAS, the County, through the Youth Bureau, has been awarded a grant from The New York and Presbyterian Hospital (the “Hospital”) to provide a summer youth employment and training program for eligible youth from Westchester County; and

WHEREAS, the County desires to enter into a contract with the Municipality to provide said services; and

WHEREAS, the Municipality desires to provide such services.

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

FIRST: The Municipality shall operate a summer youth employment and training program for eligible Westchester youth between the ages 16-24 from families with low to moderate incomes, as more particularly described in Schedule “A”, which is attached hereto and made a part hereof (hereinafter the “Work”). The Municipality shall ensure that the Work and all services provided for hereunder shall conform in every respect to all applicable Federal, State and local laws, rules, regulations and ordinances and shall be performed to the complete satisfaction of the Executive Director of the Westchester County Youth Bureau (the “Executive Director”).

SECOND: The term of this Agreement shall commence on July 1, 2023 and shall continue through September 30, 2023 unless terminated earlier pursuant to the provisions of this Agreement.

The Municipality shall report to the County on its progress toward completing the Work, as the Westchester County Youth Bureau Executive Director or his/her duly authorized designee (the "Director") may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST", the Municipality shall be paid an amount not to exceed Sixteen Thousand One Hundred Forty-Seven Dollars (\$16,147.00), payable quarterly, pursuant to the budget attached hereto and made a part hereof as Schedule "B,". Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

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

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

The Municipality expressly represents that the Budget lists true and anticipated costs of personnel and other costs of service to be rendered by the Municipality in performing the Work. In the event that actual operating expenses may exceed anticipated expenses detailed in the Budget, the Municipality will submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. Such budget modification request must be approved and authorized prior to expenditure by the Municipality. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Municipality's reduction of services if such consent is not granted. The Municipality is solely responsible for any over-expenditure or improper expenditure relating to this Agreement and the County assumes no responsibility for any over-expenditure or improper expenditure of the money provided to the Municipality hereunder.

Conversely, in the event that actual operating expenses may be less than the anticipated expenses detailed in the Budget, the Municipality shall submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. If the County determines that the unneeded funds may be utilized by the Municipality for other approved reimbursable Work purposes, the County shall consider a budget modification to reallocate the unneeded funds to other Work purposes. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Municipality's reallocation of funds to other Work purposes if such consent is not expressly granted. Such budget modification request must be approved and authorized prior to expenditure by the Municipality.

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

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

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

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

FIFTH: (a) The County reserves the right to cancel this Agreement upon thirty (30) days prior written notice to the Municipality when it deems it to be in its best interests to do so. In such

event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B."

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

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

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

SEVENTH: 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.

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

To the County: Director, Westchester County Youth Bureau
112 East Post Road, 3rd floor
White Plains, NY 10601

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

To the Contractor: Executive Director
Municipality
Street Address
City, State Zip

NINTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

ELEVENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

TWELVETH: 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.

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

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Kenneth W. Jenkins
Title: Acting County Executive

MUNICIPALITY

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2023-XX on the XX day of MONTH, 2023.

Approved

County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT

(Municipal Corporation)

STATE OF NEW YORK)

)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2023, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

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

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

named in the foregoing agreement that _____
(Person executing agreement)

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

_____ of the Municipality,
(Title of such person),

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

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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

(Signature)

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

ss.:

On this ___ day of _____, 2023, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

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

Notary Public County

SCHEDULE "A"
SCOPE OF SERVICES

SCHEDULE "B"
APPROVED BUDGET

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

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

Below is a list of current funding categories:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

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

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

a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance

policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.


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

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

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

SCHEDULE "D"

ELECTRONIC FUNDS TRANSFER (EFT)

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


Section I - Vendor Information

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

Section II - Financial Institution Information

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

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

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

Section I - Vendor Information

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_____ Authorized Signature	_____ Print Name/Title	_____ Date										

Section II - Financial Institution Information

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_____ Authorized Signature	_____ Print Name / Title	_____ Date										

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

Westchester County • Department of Finance • Treasury Division

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form****GENERAL INSTRUCTIONS**

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

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

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

1st Notice

2nd Notice

Final Notice

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

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

Program Monitor Notes: