

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

Your Committee is in receipt of a communication from the Chair of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon (the "City"), acting by and through its Recreation Department, in which the City shall provide various educational and recreational programs (the "Programs") that will benefit youth, senior citizens, and community members of Mount Vernon. Specifically, the Municipality shall provide the following programs and events: (1) "My Mount Vernon" Program, (2) "Picture Perfect Afterschool" Program, (3) "Boxing" Program, (4) "Senior & Youth Exercise" Program, (5) "Community Computer Center" Program, (6) "Buddy White Back2School" event.

"My Mount Vernon" Program is a component of the Municipality's Youth Mentor Program. This program is designed to instill community and civic mindfulness. Youth participants will learn basic to intermediate skills in photography, photography editing, videography and videography editing, storyboard and print based production based on positive images of the participant's community and surroundings. The Program's structure provides a holistic approach to exemplifying pride in the participants' environment and a sense of belonging, and in the historical and current legacy of the City of Mount Vernon.

"Picture Perfect After School" Program is an afterschool program for students in grades 6<sup>th</sup>-12 where participants will learn the basic to intermediate skills of photographs and video editing. Participants will create photographs and video montages of Public Service Announcements that discuss the reduction of at-risk behavior amongst participants' peers. Participants will conduct short interviews of local dignitaries and heroes. Additionally, participants will have the opportunity to create "media blasts" highlighting events and programs designed for youth. Participants will also have the opportunity to engage in intergenerational projects with the Office of Aging Seniors.

The “Boxing” program is an afterschool program for youth where youth will train and learn about the art of Boxing. The Boxing Program includes opportunities for youth participants to physically train and also engage in classroom instruction where participants will learn about boxing techniques by watching film of themselves and others boxing. This “Boxing Program” also provides an opportunity for students with special needs enrolled in the Rose Simon Program to participate twice a week.

The “Senior & Youth Exercise” program allows for citizens of all demographics to have a space where participants can engage in light to moderate exercise, including treadmills, elliptical machines, stationary bike machines, and light weights.

The Community Computer Center” is a computer center open to all citizens that allows citizens to have a space where participants have access to computer and internet access through Wi-Fi. The Center also supports the Municipality’s Senior Tech Help Center and the Municipality’s Afterschool Homework and Tutoring Program.

Lastly, the City organized an event “Buddy White Back2School Event”, which was a community wide event that included a backpack and school supplies give away. Over 1,100 backpacks were distributed. The event was also supported by other community based organizations such as Colgate, Mount Vernon Fire Department, Mount Vernon Police Department, SNUG program, Family Services of Westchester.

The County will pay the City a total amount not to exceed Twenty-Five Thousand, (\$25,000.00) Dollars, payable within thirty (30) days after submission by the City of an invoice, pursuant to an approved budget.

Your Committee has determined that there is a clear and overwhelming need for educational and recreational services within the City. Accordingly, there is an increased need to sustain and expand programming that will provide affordable, safe, and constructive activities that will benefit youth, senior citizens, and community members of Mount Vernon.

The Department of Planning has advised that the proposed IMA does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQRA”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 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 approval of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed Act authorizing the IMA and recommends its approval.

Dated: \_\_\_\_\_, 2023  
White Plains, New York

**COMMITTEE ON**

ACT NO. 2023-\_\_

**AN ACT** authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for various educational and recreational programs and events that will benefit youth, senior citizens, and community members of Mount Vernon for the period January 1, 2023 through December 31, 2023 for a total amount not to exceed \$25,000.00.

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

follows:

**Section 1.** The County of Westchester ("County"), is hereby authorized to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("City"), in which the city shall provide various educational and recreational programs and events that will benefit youth, senior citizens, and community members of Mount Vernon. The County will pay the City a total amount not to exceed Twenty-Five Thousand, (\$25,000.00) Dollars, payable within thirty (30) days after submission by the City of an invoice, pursuant to an approved budget.

**§2.** No later than thirty (30) days after the end of the term of the IMA, the City shall submit to the Chair, a written performance measurement report which shall provide details about each programs, including the number of participants in each activity / program.

**§3.** The Chair of the Board of Legislators or his/her duly authorized designee ("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.

# FISCAL IMPACT STATEMENT

SUBJECT: IMA City of Mt. Vernon  NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND  AIRPORT FUND  SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 25,000

Total Current Year Revenue \$ -

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

Identify Accounts: 101-52-2508-5100

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 A. Dunn

Title: Senior Budget Analyst

Department: Budget

Date: November 21, 2023

  
Reviewed By: \_\_\_\_\_  
Budget Director

Date: 11/21/23



Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

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

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

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

**FIFTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County



Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

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

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Chair shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by



the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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

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

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

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

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

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

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

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

that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Municipality shall submit to the Chairman a letter signed by the mayor of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

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

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

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

To the County:           Chair  
Westchester County Board of Legislators  
Michaelian Office Building  
148 Martine Avenue, 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: City of Mount Vernon  
City Hall  
1 Roosevelt Plaza  
Mount Vernon, New York 10550

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

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

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

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

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

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

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in

no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK / SIGNATURE PAGE TO FOLLOW]

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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name: Honorable Vedat Gashi  
Title: Chair, Westchester County Board of Legislators

**THE CITY OF MOUNT VERNON**

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

Authorized by the Westchester County Board of Legislators by Act No. \_\_\_\_-2023 duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved:

\_\_\_\_\_  
Assistant County Attorney  
County of Westchester  
k/bara/bol/IMA City of Mt. Vernon Various Programs CON132209

**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

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



**CERTIFICATE OF AUTHORITY**  
**(MUNICIPALITY)**

I, \_\_\_\_\_,  
(Municipal Official other than official signing contract)

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

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

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

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

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

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

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a Notary  
Public in and for said State, personally appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be the officer  
described in and who executed the above certificate, who being by me duly sworn did depose and  
say that he/she resides at \_\_\_\_\_, and  
he/she is an official of said municipal corporation; that he/she is duly authorized to execute said  
certificate on behalf of said municipal corporation, and that he/she signed his/her name thereto  
pursuant to such authority.

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

## SCHEDULE "A"

### SCOPE OF WORK

The Municipality will provide various educational and recreational programs that will benefit youth, senior citizens, and community members of Mount Vernon. Specifically, the Municipality shall provide the following programs:

#### "My Mount Vernon" Program:

The "My Mount Vernon" component of the Municipality's Youth Mentor Program. This program is designed to instill community and civic mindfulness. Youth participants will learn basic to intermediate skills in photography, photography editing, videography and videography editing, storyboard and print based production based on positive images of the participant's community and surroundings. The Program's structure provides a holistic approach to exemplifying pride in the participants' environment and a sense of belonging, and in the historical and current legacy of the City of Mount Vernon.

The following will be part of this program: Staffing, DSLR Cameras, MacBook Pro, Laptops, Photo and Video Editing Software, Printer & Photo paper.

#### "Picture Perfect Afterschool" Program:

The "Picture Perfect Afterschool" Program is an afterschool program for students in grades 6<sup>th</sup>-12 where participants will learn the basic to intermediate skills of photographs and video editing. Participants will create photographs and video montages of Public Service Announcements that discuss the reduction of at-risk behavior amongst participants' peers. Participants will conduct short interviews of local dignitaries and heroes. Additionally, participants will have the opportunity to create "media blasts" highlighting events and programs designed for youth. Participants will also have the opportunity to engage in intergenerational projects with the Office of Aging Seniors.

The following will be part of this program: Staffing, DSLR Cameras, MacBook Pro, Laptops, Photo and Video Editing Software, Printer & Photo paper.

#### "Boxing" Program:

The "Boxing" program is an afterschool program for youth where youth will train and learn about the art of Boxing. The Boxing Program includes opportunities for youth participants to physically train and also engage in classroom instruction where participants will learn about boxing techniques by watching film of themselves and others boxing. This "Boxing Program" also provides an opportunity for students with special needs enrolled in the Rose Simon Program to participate twice a week.

The following will be part of this program: Smart TV, PA system, Trainers

#### "Senior & Youth Exercise" Program:

The "Senior & Youth Exercise" program allows for citizens of all demographics to have a space where participants can engage in light to moderate exercise, including treadmills, elliptical machines, stationary bike machines, and light weights.

The following will be part of this program: Smart TV, Rubber Flooring

“Community Computer Center” Program:

The Community Computer Center” is a computer center open to all citizens that allows citizens to have a space where participants have access to computer and internet access through Wi-Fi. The Center also supports the Municipality’s Senior Tech Help Center and the Municipality’s Afterschool Homework and Tutoring Program.

The following will be part of this program: Laptops, Lockable Laptop Cabinet

Buddy White Back2School Event

The Municipality organized a community wide event that included a backpack and school supplies give away, where over 1,100 backpacks were distributed. The event was also supported by other community based organizations such as Colgate, Mount Vernon Fire Department, Mount Vernon Police Department, SNUG program, Family Services of Westchester.

The following will be part of this program: Backpacks and Supplies, Digital Equity Program Registration.

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**SCHEDULE "B"**

**BUDGET**

<u>Description:</u>	<u>Price / Unit</u>	<u>Quantity</u>	<u>Sub-Total</u>
TCL - 55" Class Q5 Q-Class 4K QLED HDR Smart TV with Google TV	299.99	4	1199.96
Apple - MacBook Pro 16" Laptop - M2 Pro chip - 16GB Memory - 512GB SSD - Space Gray	2499.99	1	2499.99
Apple Care 3Yr	399.99	1	399.99
Full Motion TV Wall Mount for 47-84" TVs - Black	59.99	2	119.98
Canon - EOS Rebel T8i DSLR Camera with EF-S 18-55mm Lens - Black	899.99	1	899.99
Canon - Speedlite 430EX III-RT External Flash	299.99	1	299.99
Canon - EF-S10-18mm F4.5-5.6 IS STM Ultra-Wide Zoom Lens for EOS DSLR Cameras - Black	299.99	1	299.99
Canon - EF-S18-135mm F3.5-5.6 IS USM Standard Zoom Lens for EOS DSLR Cameras - Black	599.99	1	599.99
Canon - PIXMA PRO-200 Wireless Inkjet Printer - Black	549.99	1	549.99
Canon - CL - 65 Standard Capacity Ink Cartridge - Multi	105.99	2	211.98
Canon - Photo Plus II High-Glossy Photo 8.5" x 11.02" 20-Count Paper	7.99	5	39.95
Canon - Photo Plus II High-Glossy Photo 3.95" x 5.9" 100-Count Paper	10.99	3	32.97
Canon - PT-101 Pro Platinum Glossy Photo 13" x 19" 10-count Paper - white	34.99	5	174.95
JBL - EON208P 8" 2 way PA System with Integrated 8 Channel Mixer and Microphone - Black	849.99	1	849.99
Kanto - Mobile TV Stand for Most Flat-Panel TVs Up to 65" - Black	169.99	2	339.98
		<b>Total</b>	<b>8519.69</b>
<b><u>Buddy White Project Back 2 School Event</u></b>			
BackPacks w/Supplies			5100
ACR Act Laptops - Digital Equity			220
School Supplies			500
		<b>Total</b>	<b>5820</b>
<b><u>Staffing</u></b>			
Conja - Boxing			1600
		<b>Total</b>	<b>1600</b>
<b><u>Computers</u></b>			
Lenovo Laptops	680	10	6800
		<b>Total</b>	<b>6800</b>
<b><u>U-Line</u></b>			
Uline Tablet Charging Cart - 25 x 21 x 38"	765	1	765
Rubber Gym Tiles - 23 x 23", Black	18	60	1080

		<b>Total</b>	<b>1845</b>
<b>American Floor Mat</b>			
Rubber Flooring Beveled Edge Ramps HiProfile Nosing 12 Linear Feet BLK	46	1	46
		<b>Total</b>	<b>46</b>
	<b>Grand Total</b>		<b>24630.69</b>

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**SCHEDULE "C"**

**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.

- 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.

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.

e) 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:

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