

**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, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to exercise the third of its four (4) one year renewal options under inter-municipal agreements ("IMAs") with the City of New Rochelle and the City of Yonkers, for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under Title III-B of the Older American Act, in the total aggregate not-to-exceed amount of \$60,465, for a term commencing retroactive to January 1, 2024 and continuing through December 31, 2024 (the "Third Extension Term"). It should be noted that the amount allocated to each municipality for the Third Extension Term will be determined at the discretion of the Commissioner of the Department of Senior Programs and Services.

Your Committee is advised that the services to be provided under the IMAs are information and assistance services to help seniors remain in their homes and community (the "Services").

Your Committee is advised that the Department has complied with the Westchester County Procurement Policy and Procedures (the "Policy"), noting the IMAs are exempt from the Policy pursuant to section 3(a) iii thereof which exempts contracts with ". . . any State and any political subdivision, agency or instrumentality thereof." The IMAs are also exempt pursuant to section 3(a) xix of the Policy, which exempts "any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens."

Your Committee is further advised that although procurement for these Services is exempt from the Policy, these Services are funded with Federal grant monies, and, as such are, subject to Federal procurement requirements (the "Federal Regulations"), pursuant to Section 11 of the Policy. The Federal Regulations (2 CFR§ 200.320), require that contracts in amounts greater than \$10,000 and up to \$250,000, be procured by obtaining price or rate quotations from an adequate number of qualified sources, unless such contracts are deemed to be "non-competitive" procurements. In furtherance of this requirement, on November 12, 2020, the Department issued a request for proposal ("RFP") seeking qualified entities to provide the Services. Two (2) proposals were received in response to the RFP, one from the City of New Rochelle and the other

City of Yonkers. After reviewing the proposals with reference to the evaluation criteria set forth in the RFP, your Honorable Board, by Act No. 82-2021, awarded IMAs to both municipalities for an initial term commencing on January 1, 2021 through December 31, 2021, with four (4) one-year renewal options exercisable at the County's option. The IMAs were subsequently executed.

Thereafter, your Honorable Board, by Act No. 36-2022, authorized the County to exercise the first of its four (4) one-year renewal options under the IMAs to extend the terms thereof for an additional year commencing retroactive to January 1, 2022 and continuing through December 31, 2022 (the "First Extension Term"). The IMAs for the First Extension Term were subsequently executed.

Thereafter, your Honorable Board, by Act No. 45-2023, authorized the County to exercise the second of its four (4) one-year renewal options under the IMAs to extend the terms thereof for an additional year commencing retroactive to January 1, 2023 and continuing through December 31, 2023 (the "Second Extension Term"). The IMAs for the Second Extension Term were subsequently executed.

The County has determined that it will require the Services to continue for an additional year, from January 1, 2024 through December 31, 2024. However, the Federal Regulations (2 CFR§ 200.324 (a)), further require grantees to perform a price or cost analysis in order to test the market before exercising a renewal option. Accordingly, the County, through the Department, obtained price quotes for the Services from other potential service providers. Following this process, the Department is satisfied that the prices to be paid by the County to the City of New Rochelle and the City of Yonkers are reasonable, and accordingly, seeks authority from your Honorable Board to exercise the third of its four (4) one-year renewal options to renew the IMAs with the City of New Rochelle and the City of Yonkers for a term commencing retroactive to January 1, 2024 and continuing through December 31, 2024 (the "Third Extension Term").

The Planning Department has advised that based on its review, the proposed IMAs 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 adoption of the proposed Act is necessary to effectively carry out this worthwhile program. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: April 22nd, 2024
White Plains, New York

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Budget & Appropriations

Veterans, Seniors, and Youth

FISCAL IMPACT STATEMENT

SUBJECT: IIB - for NR & Yonkers I & A Svcs only

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 \$ 60465

Total Current Year Revenue \$ 60465

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 263-85-T686

Potential Related Operating Budget Expenses:

Annual Amount \$ 0

Describe: _____

Potential Related Revenues:

Annual Amount \$ 60465

Describe: Funding received from the Federal Government under the Older American's Act.

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

Current Year: Without these funds, the Department would not be able to provide Information and Assistance 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

3/22/24

If you need more space, please attach additional sheets.

ACT NO. 2024 - _____

AN ACT authorizing the County of Westchester to exercise the third of its four (4) one-year renewal options under inter-municipal agreements with the City of New Rochelle and the City of Yonkers for information and assistance services

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to exercise the third of its four (4) one-year renewal options under inter-municipal agreements (“IMAs”) with the City of New Rochelle and the City of Yonkers, for the provision of information and assistance services to be funded with grant funds received from the New York State Office for the Aging (“NYSOFA”) under Title III-B of the Older American Act, in the total aggregate not-to-exceed amount of \$60,465, for a term commencing retroactive to January 1, 2024 and continuing through December 31, 2024 (the “Third Extension Term”).

§2. The amount of funding allocated to each municipality under the Third Extension Term shall be determined at the discretion of the Commissioner of the Department of Senior Services and Programs.

§3. 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.

§4. This Act shall take effect immediately.

THIS THIRD AMENDMENT made the ____ day of _____, 2024 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

THE CITY OF NEW ROCHELLE, a municipal corporation organized under the laws of the State of New York, having an office and principal place of business at 95 Davis Avenue, New Rochelle, New York, 10805 (hereinafter referred to as the "Municipality" and the Municipality and the County shall be collectively referred to as the "Parties")

WITNESSETH:

WHEREAS, the Parties entered into that certain agreement ("Agreement"), dated on or about May 14, 2021, whereby the Municipality agreed to provide Information and Assistance services in accordance with Title I, Section 102(28) and Title III, Part B, Section 321 (a)(3) of the Older Americans Act, as amended, and its implementing regulations, 45 CFR Part 1321 et seq. ("OAA"), and New York State Office for the Aging ("NYSOFA") Program Instruction No. 14-PI-02 (the "Program"), for the period from January 1, 2021 through December 31, 2021 (the "Initial Term"), for an amount not to exceed \$26,814 in federal funds, with the County having the option to renew the Agreement for up to four (4) additional extension terms of one (1) year each (each an "Extension Term"); and

WHEREAS, the Parties entered into a first amendment to the Agreement ("First Amendment") pursuant to which the County, among other things, exercised the first of its four (4) options to extend the term of the Agreement for the period from January 1, 2022 through December 31, 2022 for an amount not-to-exceed \$26,814 (the "First Extension Term"); and

WHEREAS, the Parties entered into a second amendment to the Agreement ("Second Amendment") pursuant to which the County, among other things, exercised the first of its four (4) options to extend the term of the Agreement for the period from January 1, 2023 through December 31, 2023 for an amount not-to-exceed \$26,814 (the "Second Extension Term"); and

WHEREAS, the Parties now desire to enter into this third amendment to the Agreement ("Second Amendment") so that the County may, among other things, exercise the third of its

four (4) options to extend the term of the Agreement for the period from January 1, 2024 through December 31, 2024 for an amount not-to-exceed \$26,814; and

WHEREAS, the County has received authority from the Westchester County Board of Legislators to exercise the third of its four renewal options under the Agreement with the Municipality for the 2024 Program term.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

1. The term of the Agreement is hereby extended for an additional one (1) year period, commencing retroactively on January 1, 2024 and terminating on December 31, 2024 (the "Third Extension Term").

2. During the Third Extension Term, the Municipality shall continue to provide the Program services referenced in Paragraph "1" of the Agreement.

3. In consideration for the Program services to be rendered during the Third Extension Term, the Municipality shall be paid an amount not exceed \$26,814, for actual services provided and data-entered in NYSOFA's PeerPlace System in accordance with the agreed-upon unit costs set forth in Schedule "B-3", attached hereto and made a part hereof.

4. The Municipality is required to contribute \$18,634 in matching funds to the Program.

5. The Municipality agrees to sign the attestation attached hereto as Schedule "C-3" and made a part hereof, to comply with the Targeting and updated Poverty Guidelines as set forth therein, and furnish the County with the Westchester County Grant Funding for 2024 as specified therein.

6. The Agreement is hereby further amended by incorporating the updated Standard Assurances, as mandated by the NYSOFA, including but not limited to, a revised list of federal and state statutes, regulations, policies and contract provisions applicable to the Program, which are attached hereto and made a part hereof as Schedule "E-3". The Municipality agrees to fully comply with these updated Standard Assurances.

7. The Municipality shall furnish to the County updated insurance certificates evidencing coverage for the Third Extension Term as required under the Agreement.

8. The Municipality agrees to furnish the County with a copy of the organization-wide audit and to comply with the Plan for Audit as required under the Agreement.

9. Except as otherwise expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect upon the Parties.

10. This Third Amendment shall not be effective until signed by both Parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed.

THE COUNTY OF WESTCHESTER

By _____
Mae Carpenter, Commissioner
Department of Senior Programs and Services

THE CITY OF NEW ROCHELLE

By _____
(Signature)

(Name)

(Title)

Approved by the Board of Legislators of the County of Westchester pursuant to Act ____ - 2024 adopted on the _____, 2024.

Approved by:

Sr. Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 2024 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, _____,
(Official other than official signing Agreement)

certify that I am the _____ of
(Title)
the _____
(Name of Municipality)

a Municipal Corporation duly organized and in good standing under the laws of the State of New York that _____
(Person executing Agreement)

who signed said Agreement on behalf of the _____
(Name of Municipality)

was, at the time of execution _____ of the Municipal Corporation
(Title of such person)

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

(Signature)

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

On the _____ day of _____ in the year 2024 before me, the undersigned, a

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

Notary Public
Date:

INSERT SCHEDULES "B-3" & "C-3"

DRAFT

SCHEDULE "E-3"

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

ATTACHMENT A
The 2023-27 FOUR YEAR PLAN,
April 1, 2024- March 31, 2028

DRAFT

THIS THIRD AMENDMENT made the ____ day of _____, 2024 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

THE CITY OF YONKERS, a municipal corporation organized under the laws of the State of New York, having an office and principal place of business at 435 Riverdale Avenue, Yonkers, New York, 10705 (hereinafter referred to as the "Municipality" and the Municipality and the County shall be collectively referred to as the "Parties")

WITNESSETH:

WHEREAS, the Parties entered into that certain agreement ("Agreement"), dated on or about July 19, 2021, whereby the Municipality agreed to provide Information and Assistance services in accordance with Title I, Section 102(28) and Title III, Part B, Section 321 (a)(3) of the Older Americans Act, as amended, and its implementing regulations, 45 CFR Part 1321 et seq. ("OAA"), and New York State Office for the Aging ("NYSOFA") Program Instruction No. 14-PI-02 (the "Program"), for the period from January 1, 2021 through December 31, 2021 (the "Initial Term"), for an amount not to exceed \$33,651 in federal funds, with the County having the option to renew the Agreement for up to four (4) additional extension terms of one (1) year each (each an "Extension Term"); and

WHEREAS, the Parties entered into a first amendment to the Agreement ("First Amendment") pursuant to which the County, among other things, exercised the first of its four (4) options to extend the term of the Agreement for the period from January 1, 2022 through December 31, 2022 for an amount not-to-exceed \$33,651 (the "First Extension Term"); and

WHEREAS, the Parties entered into a second amendment to the Agreement ("Second Amendment") pursuant to which the County, among other things, exercised the first of its four (4) options to extend the term of the Agreement for the period from January 1, 2023 through December 31, 2023 for an amount not-to-exceed \$33,651 (the "Second Extension Term"); and

WHEREAS, the Parties now desire to enter into this third amendment ("Third Amendment") to the Agreement so that the County may, among other things, exercise the

second of its four (4) options to extend the term of the Agreement for the period from January 1, 2024 through December 31, 2024 for an amount not-to-exceed \$33,651 (the "Third Extension Term"); and

WHEREAS, the County has received authority from the Westchester County Board of Legislators to exercise the third of its four renewal options under the Agreement with the Municipality for the 2024 Program term.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

1. The term of the Agreement is hereby extended for an additional one (1) year period, commencing retroactively on January 1, 2024 and terminating on December 31, 2024 (the "Third Extension Term").

2. During the Third Extension Term, the Municipality shall continue to provide the Program services referenced in Paragraph "1" of the Agreement.

3. In consideration for the Program services to be rendered during the Third Extension Term, the Municipality shall be paid an amount not exceed \$33,651, for actual services provided and data-entered in NYSOFA's PeerPlace System in accordance with the agreed-upon unit costs set forth in Schedule "B-3", attached hereto and made a part hereof.

4. The Municipality is required to contribute \$23,385 in matching funds to the Program.

5. The Municipality agrees to sign the attestation attached hereto as Schedule "C-3" and made a part hereof, to comply with the Targeting and updated Poverty Guidelines as set forth therein, and furnish the County with the Westchester County Grant Funding for 2024 as specified therein.

6. The Agreement is hereby further amended by incorporating the updated Standard Assurances, as mandated by the NYSOFA, including but not limited to, a revised list of federal and state statutes, regulations, policies and contract provisions applicable to the Program, which are attached hereto and made a part hereof as Schedule "E-3". Municipality agrees to fully comply with these updated Standard Assurances.

7. The Municipality shall furnish to the County updated insurance certificates evidencing coverage for the Third Extension Term as required under the Agreement.

8. The Municipality agrees to furnish the County with a copy of the organization-wide audit and to comply with the Plan for Audit as required under the Agreement.

9. Except as otherwise expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect upon the Parties.

10. This Third Amendment shall not be effective until signed by both Parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed.

THE COUNTY OF WESTCHESTER

By _____
Mae Carpenter, Commissioner
Department of Senior Programs and Services

THE CITY OF YONKERS

By _____
(Signature)

(Name)

(Title)

Approved by the Board of Legislators of the County of Westchester pursuant to Act ___ - 2024 adopted on the ___ day of _____, 2024.

Approved by:

Sr. Assistant County Attorney
The County of Westchester

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Official other than official signing Agreement)

certify that I am the _____ of
(Title)

the _____
(Name of Municipality)

a Municipal Corporation duly organized and in good standing under the laws of the State of New York that _____
(Person executing Agreement)

who signed said Agreement on behalf of the _____
(Name of Municipality)

was, at the time of execution _____ of the Municipal Corporation
(Title of such person)

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

(Signature)

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

On the _____ day of _____ in the year 2024 before me, the undersigned, a

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

Notary Public
Date:

INSERT SCHEDULES "B-3" & "C-3"

DRAFT

SCHEDULE "E-3"

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

ATTACHMENT A

The ~~2023~~2024-278 FOUR YEAR PLAN,
April 1, ~~2023~~2024- March 31, ~~20278~~

DRAFT