

George Latimer
County Executive

June 3, 2021

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act 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: 1) amend a grant agreement with the New York State Office for the Aging ("NYSOFA") which provided \$951,658 in funding for the Unmet Need Program for a term commencing on April 1, 2020 and continuing through March 31, 2021, by extending the term thereof through September 30, 2021; and 2) enter into inter-municipal agreements ("IMAs") with the City of New Rochelle and the City of Yonkers (the "Municipalities"), to provide services funded under the Unmet Need Program, in an aggregate amount not-to-exceed \$130,000, in individual amounts to be determined by the Commissioner of the Department, for a term commencing on April 1, 2021 and continuing through September 30, 2021.

By way of background, on July 13, 2020 by Act No. 118-2020, your Honorable Board authorized the County, *inter alia*, to enter into a grant agreement with the NYSOFA to accept grant funds made available to the County under the Unmet Need Program in the total aggregate not-to-exceed amount of \$951,658, for a term commencing on April 1, 2020 and continuing through March 31, 2021 (the "Unmet Need Grant Agreement"). Funding received under the Unmet Need Grant Agreement was used to provide various services to seniors through contracts with non-municipal agencies.

NYSOFA recently informed the Department that it has extended the term of the Unmet Need Program through September 30, 2021 in order to optimize utilization of the grant funds that were unexpended due to the COVID-19 pandemic. Accordingly, authority is respectfully requested to amend the Unmet Need Grant Agreement with NYSOFA for the limited purpose of extending the term thereof from April 1, 2021 through September 30, 2021.

Additionally, the Department has determined that it would like to use a portion of the unexpended grant funds received under the Unmet Need Grant Agreement to enter into IMAs with the Municipalities to provide various services to seniors. Accordingly, authority is also respectfully requested to enter into IMAs with the City of New Rochelle and the City of Yonkers for services to be funded under the Unmet Need Grant Agreement in the total aggregate amount not-to-exceed of \$130,000.00, in individual not-to-exceed amounts to be determined by the Commissioner of the Department, for a term commencing on April 1, 2021 and continuing through September 30, 2021.


The services to be provided under the IMAs with the grant funds received from NYSOFA will include: livable community regional hosts to help seniors remain in their homes and community; and vehicle expenses.

It should be noted that the Unmet Need Grant Agreement does not constitute a procurement of goods or services and as such is not subject to the Westchester County Procurement Policy and Procedures (the "Policy"). 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." They 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."

In addition, the proposed amendment to the Unmet Need Grant Agreement and the IMAs do not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated May 14, 2021, which is on file with the Clerk of the Board of Legislators.

The proposed IMAs are intended to benefit the County by assisting in the provision of grant-funded services to its senior residents. Accordingly, I believe extending the term of the Unmet Need Grant Agreement and entering into the proposed IMAs are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,



George Hatmer
County Executive

GL/MC/SJ/jpg
Attachments

**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: 1) amend a grant agreement with the New York State Office for the Aging ("NYSOFA") which provided the County with \$951,658 in funding for the Unmet Need Program for a term commencing on April 1, 2020 and continuing through March 31, 2021, by extending the term thereof through September 30, 2021; and 2) enter into inter-municipal agreements ("IMAs") with the City of New Rochelle and the City of Yonkers (the "Municipalities"), to provide services funded under the Unmet Need Program, in a total aggregate amount not-to-exceed \$130,000, for a term commencing on April 1, 2021 and continuing through September 30, 2021.

Your Committee is advised that on July 13, 2020, your Honorable Board approved Act No. 118-2020 which, *inter alia*, authorized the County to enter into a grant agreement with the NYSOFA to accept grant funds made available to the County under the Unmet Need Program in an amount not-to-exceed of \$951,658, for a term commencing on April 1, 2020 and continuing through March 31, 2021 (the Unmet Need Grant Agreement"). Funding received under the Unmet Need Grant Agreement was used to provide various services to seniors through contracts with non-municipal agencies.

NYSOFA recently informed the Department that it has extended the Unmet Need Program through September 30, 2021 in order to optimize utilization of the grant funds that were unexpended due to the COVID-19 pandemic. Accordingly, authority is respectfully requested to amend the Unmet Need Grant Agreement with NYSOFA for the limited purpose of extending the term thereof from April 1, 2021 through September 30, 2021.

Additionally, the Department has determined that it would like to use a portion of the unexpended grant funds received under the Unmet Need Grant Agreement to enter into IMAs with the Municipalities to provide various services to seniors. Accordingly, authority is also respectfully requested to enter into IMAs with the City of New Rochelle and the City of Yonkers for services to be funded under the Unmet Need Grant Agreement in the total aggregate amount

not-to-exceed of \$130,000.00, in individual not-to-exceed amounts to be determined by the Commissioner of the Department, for a term commencing on April 1, 2021 and continuing through September 30, 2021.

Your Committee is advised that the services to be provided under the IMAs with the grant funds received from NYSOFA shall include: livable community regional host services, which assist seniors in remaining in their homes and community; and vehicle expenses.

Your Committee notes that the Unmet Need Grant Agreement does not constitute a procurement of goods or services and as such is not subject to the Westchester County Procurement Policy and Procedures (the "Policy"). 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." They 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."

The Planning Department has advised that the proposed amendment to the Unmet Need Grant Agreement and the IMAs do not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated May 14, 2021, 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 is further advised 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: _____, 2021
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: UNMET 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 \$ 951658

Total Current Year Revenue \$ 951658

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T1006

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 951658

Describe: Funding received from the New York State Office for the Aging for Unmet Need

Services to the Elderly.

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

Current Year: The Department would not be able to provide In Home Personal Care Services,

Case Management, Meals, Vehicle expense, InHome Contact & Support, Telehealth, Public Information,
and Outreach: Livable Communities Program 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.

9/0
6/2/21
Reviewed By: [Signature]
Budget Director
6/2/21

If you need more space, please attach additional sheets.

AN ACT authorizing the County of Westchester to amend a grant agreement with the New York State Office for the Aging ("NYSOFA") under the Unmet Need Program by extending the term thereof through September 30, 2021; and to enter into inter-municipal agreements with the City of New Rochelle and the City of Yonkers to provide various services to seniors to be funded with the Unmet Need grant.

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

Section 1. The County of Westchester (the "County") acting by and through its Department of Senior Programs and Services (the "Department"), be and hereby is authorized to amend a grant agreement with the NYSOFA (the "Unmet Need Grant Agreement") which provided the County with \$951,658 in funding for the Unmet Need Program for a term commencing on April 1, 2020 and continuing through March 31, 2021, by extending the term thereof from April 1, 2021 through September 30, 2021.

§2. The County, through the Department, is hereby further authorized to enter into inter-municipal agreements ("IMAs") with the City of New Rochelle and the City of Yonkers for services to be funded under the Unmet Need Grant Agreement, in a total aggregate amount not-to-exceed \$130,000, in individual not-to-exceed amounts to be determined by the Commissioner of the Department, for a term commencing on April 1, 2021 and continuing through September 30, 2021.

§3. The services to be provided under the IMAs with the Unmet Need grant funds received from NYSOFA shall include: livable community regional hosts to help seniors remain in their homes and community; and vehicle expenses.

§4. 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.

§5. This Act shall take effect immediately.

AGREEMENT made this day ____ of _____, 2021 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the "County")

and

_____, a municipal corporation organized under the laws of the State of New York, having an office and principal place of business at _____ (hereinafter referred to as the "Municipality")

W I T N E S S E T H:

WHEREAS, the County desires to provide various support services to elderly residents of the County funded through the Unmet Need Program (hereinafter the "Program"); and

WHEREAS, the Municipality desires to perform said services upon the terms and conditions hereinafter set forth.

WHEREAS, the Municipality is a municipality duly licensed to provide such services and the County desires to retain the Municipality to provide such services.

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

1. The Municipality shall provide the Program services as described in Schedule "B," which is attached hereto and made a part hereof (the "Work"). The Municipality shall also comply with the terms and complete all certifications set forth in Schedule "A." Schedules "A" and "B" are attached to and form a part of this Agreement. It is understood and agreed that Schedules "A" and "B" are subject to the approval of and modification by the County if required.

2. For the Work performed pursuant to Paragraph 1, the County shall pay the Municipality an amount not exceed _____ Dollars (\$ _____) subject to appropriation and payable at the unit cost amount indicated in Schedule "B" for actual services provided. The foregoing obligation of the County is conditioned upon compliance by the Municipality with all the terms and conditions contained in this Agreement.

Any and all requests for payment to be made, including any requests for partial payment made in proportion to the Work completed, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Commissioner of the Department of Senior Programs and Services or her duly authorized designee (the "Commissioner"). In no event shall final payment be made to the Municipality prior to the completion of all services, the submission of reports and the approval of same by the Commissioner.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating, as applicable

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 services rendered or the work to be performed hereunder.

3. The term of this Agreement shall commence on April 1, 2021 and expire on September 30, 2021, unless terminated sooner pursuant to the provisions hereof.

Payment shall be made on a monthly basis, upon submission by the Municipality of claims or vouchers and such supporting documentation as the County may require, and approval of the same by the Commissioner of the Westchester County Department of Senior Programs and Services or her authorized designee (the "Commissioner").

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.

4.. The Municipality shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances and any amendments thereto,

Pursuant to Local Law No. 27-1997, it is the goal of the County to encourage, promote and increase participation of business enterprises, which are owned and controlled by persons of color or women in contracts and projects funded by the County, and to monitor such participation. In furtherance of this goal, the Municipality hereby agrees to complete the questionnaire attached as part of Schedule A.

In addition, the Municipality shall cause to be prominently posted, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

"In compliance with Section 504 of the Rehabilitation Act of 1975 and Title VI of the 1964 Civil Rights Act and New York State Executive Law and orders, no persons will be denied service or access to service based upon race, creed, color, national origin, religion,

marital status, sexual orientation, genetic predisposition, carrier status, or handicapping condition."

5. The Municipality expressly agrees 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 or Section 291 of the New York State Human Rights Law. 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.

6. (a) There shall be no partisan political activity in connection with this Agreement, including (i) candidate endorsements (ii) registration activities which are partisan in nature (iii) scheduled meetings of services recipients with public officials or candidates unless event is open on an equal basis to all candidates and officials regardless of policy views or partisan affiliation. This does not preclude the legitimate right of elected officials and other community leaders to visit programs in their areas.

(b) The Municipality shall ensure that any services to be provided under this Agreement shall be secular in nature and scope and in no event shall there be any sectarian or religious services, counseling, proselytizing, instruction or other sectarian, religious influence undertaken in connection with the provision of such services. The Municipality shall refrain from using funds to advance any sectarian effort.

7. 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.

8. The Municipality must attempt to provide service to low-income minority older individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by such Municipality.

9. Statistical information and supporting documentation concerning the Programs conducted hereunder shall be provided to the County by the Municipality on request of the County.

Documentation of reports and expenses shall include, without limiting the right to require additional documentation: invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for governmental agencies and canceled checks for private agencies, as applicable.

The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted using our electronic based system. DSPS will notify those Municipalities that are exempt from submitting their reports through the electronic based system. For the 2020 contract year, and until further notice, all municipalities are required to continue to mail in the completed SAMS MONTHLY ELECTRONIC PAPER REPORT and or other approved reporting measure, signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month and/or entered on the web site at the same time. The Municipality understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold payment to Municipality for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by Municipality to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Paragraph "14" hereof.

The Municipality shall furnish the County with copies of all insurance certificates, food contracts, rental agreements, and transportation agreements relating to the services provided by the Municipality hereunder,

10. The Municipality shall comply with the insurance requirements set forth in Schedule A. In addition to, and not in limitation of, the insurance provisions of this Agreement, 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, attorneys' 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 Consultant 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 Consultant 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.

11. The Municipality agrees that any Program, public information materials, or other printed or published materials on the work of the Programs which is supported with County funds will give due recognition to the Westchester County Department of Senior Programs and Services.

12. The Municipality shall be solely responsible for any over expenditure of funds and the County shall not be responsible for any over expenditure.

13. The Municipality shall provide adequate qualified and trained personnel for supervision and fiscal management of the Programs.

14. (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 at the rates specified

in Schedule "B". 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 Commissioner, 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 Commissioner 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.

15. The failure of the County to insist, in any one or more instances, upon a strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered as a waiver or relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

16. 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 sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses 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.

To the County:

Commissioner

Department of Senior Programs and Services
9 South First Avenue, 10th Floor
Mount Vernon, New York 10550-3414

with a copy to the:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

17. The Municipality represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Municipality, to solicit or secure this agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Municipality), any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

18. This Agreement may not be modified or amended unless such modification or amendment is in writing and signed by both parties herein.

19. Attached hereto and forming a part hereof as Schedule "A" is a questionnaire entitled "Required Disclosure of Relationships to County." The Municipality agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Municipality agrees to notify County in writing within ten (10) business days of such event. This requirement does not apply to municipalities.

20. The Municipality agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as part of Schedule "A."

21. 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.

22. The Municipality shall ensure that where the State or local public jurisdiction requires licensure or certification for the provision of social services, the Municipality and its approved subcontractors providing such services shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected trained and supervised.

23. All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Municipality are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Municipality hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one copy of each deliverable.

The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Municipality agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

24. The failure of the County to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered a waiver or relinquishment for the future of such covenant but the same shall continue and remain in full force and effect.

25. All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form in order to receive payment. The EFT Authorization Form and related information are attached hereto as part of Schedule "A". The completed Authorization Form must be returned by the Contactor to the Commissioner prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Westchester County Finance Department.

26. This Agreement shall not be enforceable until it is signed by both parties and approved by the Office of the County Attorney.

27. This Agreement shall be governed by the laws of New York State.

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

THE COUNTY OF WESTCHESTER

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

MUNICIPALITY

By _____
(Signature)

(Name)

(Title)

Approved by the Westchester County Board of Legislators by Act No. 2021- ____ on the ____ day of _____ 2021.

Approved as to form and manner of execution:

Sr. Assistant County Attorney
The County of Westchester

DRAFT

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2021 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 individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgement

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(the "Corporation")

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

(Person executing agreement)

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

(Title of such person)

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

(Signature)

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

On the _____ day of _____ in the year 2021 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 individual whose name is subscribed to the within instrument
and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the
instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument;
and, acknowledged if operating under any trade name, that the certificate required by the New York State
General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgement