

Veterans, Seniors & Youth Meeting Agenda



Committee Chair: James Nolan

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Monday, April 22, 2024

3:00 PM

Committee Room

CALL TO ORDER

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

MINUTES APPROVAL

March 18, 2024, 3PM
April 8, 2024, 10AM
April 15, 2024, 3PM

I. ITEMS FOR DISCUSSION

1. [2024-220](#) IMA-Tarrytown-Sleepy Hollow Summer Day Camp-Tarrytown

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with pursuant to which the municipality will provide certain youth development services under its Youth Development Program for the period commencing retroactively on January 1, 2024 and expiring on December 31, 2024 for a total amount not to exceed FORTY-EIGHT THOUSAND, SIX HUNDRED FIFTY-FIVE (\$48,655) DOLLARS.

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

Guests: Guest: Youth Bureau
Executive Director Bernie Dean

2. [2024-173](#) IMA-NYSOFA Grant Funds-Municipalities

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with local municipals for services to be funded under the Community Services for the Elderly Program, the Expanded In-home Services for the Elderly Program, the New York State Transportation Program, the Wellness in Nutrition Program and the Nutrition Services Incentive Program.

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

3. [2024-174](#) ACT-NYSOFA-Third Renewal Option-New Rochelle and Yonkers

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.

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

4. [2024-210](#) IMA-Services to Seniors to be Funded by County Dollars-Yonkers & New Rochelle

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the City of Yonkers and the City of New Rochelle for the provision of outreach and other services to seniors to be funded with County tax dollars.

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

Highlights, Programs, and Initiatives from The Yonkers Youth Bureau

Guests: Yonkers Youth Bureau

Jennifer Villa, Director of Youth Services

Youth Bureau Advisory Board Chair Woman, Yecenia D. Tovar

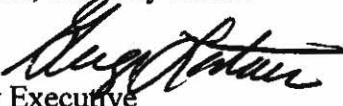
II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

April 5, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: **Message Requesting Immediate Consideration: IMA w/Village of Tarrytown – Tarrytown/Sleepy Hollow Summer Day Camp.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators April 8, 2024 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate its positive youth development program known as the Tarrytown/Sleepy Hollow Summer Day Camp.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for April 8, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

April 5, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate its positive youth development program known as the Tarrytown/Sleepy Hollow Summer Day Camp (the "Program") for youth ages 3 through 11 years for the period January 1, 2024 through December 31, 2024. Activities offered at the camp will include arts and crafts, sports, swimming, and other summer activities. In consideration for the positive youth development program offered, the County will pay the Village in an amount not to exceed Forty-Eight Thousand Six Hundred Fifty-Five Dollars (\$48,655.00), pursuant to an approved budget. This Program and its components have been very successful in the past.

I have been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof which exempts agreements for youth service and recreation projects.

Based on the importance of this Program to the County, your favorable action on the proposed Act is respectfully requested.

Sincerely,

A handwritten signature in cursive script, appearing to read "George Latimer", written in dark ink.

George Latimer
County Executive

GL/JMQ/jpi
Attachment

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

Your Committee is in receipt of a communication from the County Executive 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 Village of Tarrytown (the "Village") pursuant to which the Village will operate the Tarrytown/Sleepy Hollow Summer Day Camp (the "Program") for youth ages 3 through 11 years for the period January 1, 2024 through December 31, 2024. Activities offered at the camp will include arts and crafts, sports, swimming, and other summer activities. In consideration for services rendered, the County will pay the Village an amount not to exceed Forty-Eight Thousand Six Hundred Fifty-Five Dollars (\$48,655.00), pursuant to an approved budget. This Program and its components have been very successful in the past.

Your Committee has been advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Therefore, 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 your Honorable Board.

Your Committee has been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof which exempts agreements for youth service and recreation projects.

It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

c:JPI 4.1.24

FISCAL IMPACT STATEMENT

SUBJECT: Tarrytown/Sleepy Hollow Summer Day Camp 2024

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 \$ 48655

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 \$ 48,655

Describe: An Act which would authorize the County of Westchester to enter into an inter-municipal agreement with the Village of Tarrytown pursuant to which the Village would operate the Tarrytown/ Sleepy Hollow Summer Day Camp for youth aged 3 through 11 years.

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: _____

Title: Financial Administrator

Department: CEO/Youth Bureau

LAD
Reviewed By: _____


Budget Director

If you need more space, please attach additional sheets.

ACT NO. _____ - 2024

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with pursuant to which the municipality will provide certain youth development services under its Youth Development Program, for the period commencing retroactively on January 1, 2024 and expiring on December 31, 2024 for a total amount not to exceed Forty-Eight Thousand Six Hundred Fifty-Five Dollars (\$48,655.00).

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an inter-municipal agreement (the "IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate its Tarrytown/Sleepy Hollow Summer Day Camp for youth ages 3 through 11 years, for the period January 1, 2024 through December 31, 2024.

§2. In consideration for services rendered, the County will pay the Village in an amount not to exceed Forty-Eight Thousand Six Hundred Fifty-Five Dollars (\$48,655.00), pursuant to an approved budget.

§3. The County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents appropriate and necessary to effectuate the purposes hereof.

§4. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, 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

VILLAGE OF TARRYTOWN, a municipal corporation of the State of New York, having an office and place of business at One Depot Plaza, Tarrytown, New York 10591 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County desires that the Municipality provide its positive youth development program known as the Tarrytown/ Sleepy Hollow Day Camp (the “Program”); and

WHEREAS, the Municipality is willing to provide the Program, upon the terms and conditions set forth herein.

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

FIRST: The Municipality shall provide the Program, as more fully described in Schedule “A,” which is attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024 unless terminated earlier pursuant to the provisions of this Agreement.

The Municipality shall report to the County on its progress toward completing the Work, as the Executive Director may request, and shall immediately inform the Executive Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: The *total* cost of the Work, shall not exceed Forty-Eight Thousand Six Hundred Fifty-Five Dollars (\$48,655.00). The County shall pay the Municipality for performance of the Work hereunder, an amount not to exceed Forty-Eight Thousand Six Hundred Fifty-Five Dollars (\$48,655.00) for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports forms in the manner

prescribed by the County in accordance with the Budget which is attached hereto and made a part hereof as Schedule "B".

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Municipality shall provide the County with a report to be submitted within thirty (30) days of execution of this Agreement and periodically thereafter as requested by the County, which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

Schedule "E" is a form entitled, "Westchester County Youth Bureau Corrective Action Request". This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

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

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

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

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

FIFTH: (a) The County reserves the right to cancel this Agreement upon thirty (30) days prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B."

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

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

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

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

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such

release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

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

to the Municipality: Village of Tarrytown
 One Depot Plaza
 Tarrytown, NY 10591

or to such other addresses as may be specified by the parties hereto in writing.

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

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

ELEVENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have

received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

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

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

COUNTY OF WESTCHESTER

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

VILLAGE OF TARRYTOWN

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2024-XX on the XX day of XX, 2024.

Sr. Assistant County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT

(Municipal Corporation)

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

On this _____ day of _____, 2024, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is

_____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

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

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

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

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

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

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

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

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

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

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

(Signature)

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

ss.:

On this ___ day of _____, 2024, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,

(Title)

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

resides at _____, and that he/she is the

_____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"

Implementing Agency: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Camp
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FUND AMOUNTS:		
Total Program Amount: \$126,300	Funds Requested: \$48,655	Cost Per Youth: \$842

AUTHORIZED VOUCHER SIGNEES:		
1. Last Name: Walczewski	First Name: Dan	Title: Recreation Superintendent
2. Last Name: Slingerland	First Name: Richard	Title: Village Administrator

AGENCY / MUNICIPALITY INFORMATION:			
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-800-7334			
Agency Website: www.tarrytownny.gov		Implementing Agency/Municipality: Village of Tarrytown	
Mailing Street Address: 1 Depot Plaza			
Suite/Floor/Room # / P.O. Box:	City: Tarrytown	State: NY	Zip Code: 10591

AGENCY / MUNICIPALITY EXECUTIVE DIRECTOR :			
Last Name: Slingerland	First Name: Richard	Title: Village Administrator	
Phone Number: 914-862-1802	Extension: 1802	Fax:	Email: rslingerland@tarrytowngov.com

PROGRAM CONTACT PERSON:			
Last Name: Walczewski	First Name: Dan	Title: Recreation Superintendent	
Phone Number: 914-831-8347	Extension: 1095	Fax:	Email: dwalczewski@tarrytownny.gov

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION: 8:30 AM-4:00 PM	Days of operation M-F	From: July 1	To: Aug 9
Other <input type="checkbox"/> explaining: <i>A A PA. A I</i>			

PROJECTED TOTAL PROGRAM ENROLLMENT 150
PROGRAM SUMMARY: The Recreation Department provides Day Camp activities to residents of both Tarrytown & Sleepy Hollow. The program runs for 6 weeks and includes activities for youth ages 3-11. Campers participate in Arts & Crafts, sports, & swimming. Camp entertainment includes themed days, on site entertainers, music, special events, and offsite camp trips.

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
School	Washington Irving School 103 S Broadway, Tarrytown, NY 10591	92	35		
Comm Ctr	Tarrytown Senior Center 240 W Main St, Tarrytown, NY 10591	92	35		
Pool	Tarrytown Rec Center 238 W Main St, Tarrytown, NY 10591	92	35		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 85	# Female 65
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ETHNICITY (Enter number of participants per ethnic group)				
White	Black or African American	Two or more races	Hispanic or Latino	
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander		

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)					No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
Ages: (enter # of participants in population described)	0-6 60	7-9 80	10-13 10	14-17	18-20	21+
If "Yes," indicate number of youth:	Youth aging out of foster care:		Children of incarcerated parents:			
Youth in the juvenile justice system who re-enter the community			Runaway and homeless youth			

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The program will adhere to the NYS DOH physical safety requirements as required. Staff will conduct camper orientations every Monday for all campers which will include rules especially pertaining to physical and psychological safety.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

Staff will receive training prior to camp starting on how to be clear and consistent while abiding by rules and expectations. They will also be trained on how to deal with camper's behaviors and the chain of command.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Staff will be trained as caring, responsible, adult role models and will address youth and family concerns and issues as they arise.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Program offerings will be relevant, age, and culturally appropriate. Staff will encourage participation by all young people in various activities.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Trained staff and supervisors will ensure appropriate boundaries and expectations for youth and for staff. Staff will model appropriate pro-social behavior and interactions between youth and staff. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement to young people engaged in various program activities.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Throughout the program staff will be trained to help encourage their campers in all aspects of learning as well as to help them build upon their skills.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

Staff will interact with youth and families as needed to address concerns. Staff will provide feedback to families as requested.

Monitoring and Evaluation Methods

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

Attendance is the primary source of monitoring to ensure that the programs are being used by as many youth in the community as possible.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

If the program popularity dips (as measured by attendance) the program will be refined in order to attract a larger group of youth.

**TOUCHSTONES
FORM 5003
(ADAPTED FROM OCFS)
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components**

Refer to Touchstones Coding Document to complete.
Choose 1 code for each category listed below.

IMPLEMENTING CONTRACTOR: Village of Tarrytown
PROGRAM TITLE: Tarrytown/Sleepy Hollow Camp

LIFE AREA: (Enter Code & Description)	2PEH
GOAL: (Enter Code & Description)	21
OBJECTIVE: (Enter Code & Description)	214
SOS: (Enter Code & Description)	0232
HOW MUCH: (Enter Code & Description)	0232A.1
HOW WELL: (Enter Code & Description)	0232B.1
BETTER OFF: (Enter Code & Description)	0232C.1

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, **NOT** percentages. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:	MALE <u>85</u> FEMALE <u>84</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY <u>1</u> CHOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN _____ HISPANIC OR LATINO _____ AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES _____ OTHER/NOT LISTED _____
AGES:	0-4 <u>60</u> 5-9 <u>80</u> 10-14 <u>10</u> 15-17 _____ 18-20 _____ 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
IF "YES," PLEASE DESCRIBE:	_____

SCHEDULE "B"

For the Period of Operation: Jan 1, 2024-Dec 31, 2024	Contract #: "To Be Assigned"
Agency/Municipality Name: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Camp

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
[16] counselors X 30 hrs. X 6 weeks X 13/hr.	13.00/hr	30 hrs./ week	\$37,440	
directors salary	35.00/hr	30 hrs./week	\$6,300	
[2] camp specialist directors	17.00/hr.	20 hrs./week	\$4,915	
TOTAL SALARIES AND WAGES			48,655	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$ 48,655	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S.M,HR)	Total Program Amount	Total Funds Requested for this Program
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	Total Funds Requested for this Program
TOTAL MAINTENANCE AND OPERATION (3)		

TOTAL PROGRAM AMOUNT \$ 48,655

TOTAL WCYB FUNDS REQUESTED \$ 48,655

List Other Funding Sources	\$	Reimbursable Total
	\$ -	Municipal Funding
	\$ -	Other Sources

Approved:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "D"
ELECTRONIC FUNDS TRANSFER (EFT)

	Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
---	---	---

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:												
2. Taxpayer ID Number or Social Security Number:		<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										
3. Vendor Primary Address												
4. Contact Person Name:		Contact Person Telephone Number:										
5. Vendor E-Mail Addresses for Remittance Notification:												
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>												
_____ Authorized Signature	_____ Print Name/Title	_____ Date										

Section II - Financial Institution Information

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

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

--	--	--	--	--	--	--	--	--	--

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to:

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

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

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

1st Notice

2nd Notice
Notice

Final

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

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

Program Monitor Notes:



George Latimer
County Executive

March 29, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an act (the “Act”) which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into inter-municipal agreements (“IMAs”) with the municipalities listed in the attached Exhibit “A” for services to be funded with grant funds received from the New York State Office for the Aging (“NYSOSA”) under the Community Services for the Elderly program (“CSE”), the Expanded In-home Services for the Elderly Program (“EISEP”), the New York State Transportation Program (“NYSTP”) and the Wellness in Nutrition and Nutrition Services Incentive Programs (“WIN & NSIP”) (the “Programs”), in the total aggregate not-to-exceed amounts set forth below, with specific allocations for each IMA to be determined at the discretion of the Commissioner of the Department. The IMAs will commence on April 1, 2024 and continue through March 31, 2025, except for the IMAs funded under the NSIP Program, which will commencing retroactive to October 1, 2023 and continue through September 30, 2024.

IMAs

CSE	EISEP	NYSTP	WIN & NSIP
\$287,233	\$110,534	\$54,074	\$1,022,521

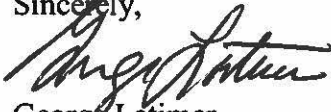
The services to be provided under the IMAs will include: case management, home-delivered meals, information, assistance, repairs & vehicle expenses and transportation.

Your Honorable Board has previously approved similar legislation pursuant to Act No. 63 – 2023, as amended by Act No. 212-2023. However, the existing authorization will expire on March 31, 2024 and a new authorization will be needed to enter into new IMAs.

It should be noted that the IMAs are exempt from the Westchester County Procurement Policy (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 proposed IMAs are intended to benefit the County by assisting in the provision of grant-funded services to its residents. Accordingly, I believe the proposed IMAs are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer". The signature is fluid and cursive, with a large initial "G" and "L".

George Latimer
Westchester County Executive

GL/MC/SJ

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”) which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into inter-municipal agreements (“IMAs”) with the municipalities listed in the attached Exhibit “A” for services to be funded with grant funds received from the New York State Office for the Aging (“NYSOFA”) under the Community Services for the Elderly program (“CSE”), the Expanded In-home Services for the Elderly Program (“EISEP”), the New York State Transportation Program (“NYSTP”) and the Wellness in Nutrition and Nutrition Services Incentive Programs (“WIN & NSIP”) (the “Programs”), in the total aggregate not-to-exceed amounts set forth below, with specific allocations for each IMA to be determined at the discretion of the Commissioner of the Department. The IMAs will commence on April 1, 2024 and continue through March 31, 2025, except for the IMAs funded under the NSIP Program which will commence retroactive to October 1, 2023 and continue through September 30, 2024.

IMAs

CSE	EISEP	NYSTP	WIN & NSIP
\$287,233	\$110,534	\$54,074	\$1,022,521

Your Committee is advised that the services to be provided under the IMAs will include: case management, home-delivered meals, information, assistance, repairs & vehicle expenses and transportation.

Your Committee notes that this Honorable Board passed similar legislation pursuant to Act No. 63-2023, as amended by Act No. 212-2023. However, the existing authorization will expire on March 31, 2024 and a new authorization will be needed to enter into new agreements.

Your Committee is informed that the IMAs are exempt from the Westchester County Procurement Policy (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 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 is advised that adoption of the proposed Act is necessary to effectively carry out these worthwhile Programs. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

C:/jpg/2-22-24

FISCAL IMPACT STATEMENT

SUBJECT: CSE NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 287233

Total Current Year Revenue \$ 287233

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T047

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 287233

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

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

Current Year: Without these funds, the Department would not be able to provide Case Management, Information & Assistance, and Transportation services.

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.

ASD
Reviewed By: 
Budget Director

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: EISEP NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 110534

Total Current Year Revenue \$ 110534

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T048

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 110534

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

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

Current Year: Without these funds, the Department would not be able to provide Case Management services 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.

SJO
Reviewed By: 

Budget Director

3/20/24

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: NYS TRANS

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 \$ 54074

Total Current Year Revenue \$ 54074

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 263-85-T813

Potential Related Operating Budget Expenses:

Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 54074

Describe: Funding is received from the New York State Office for the Aging for the State Transportation Program.

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

Current Year: Without these funds, the Department would not be able to provide supplemental funding to expand existing nutrition site and supportive services transportation operations throughout the county.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.


Reviewed By: _____
Budget Director

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: WIN/NSIP NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 1022521

Total Current Year Revenue \$ 1022521

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T928 (WIN); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _

Potential Related Revenues: Annual Amount \$ 1022521

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

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

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


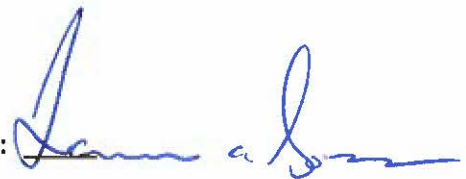
Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

 Reviewed By: 

Budget Director

3/20/24

If you need more space, please attach additional sheets.

ACT NO. 2024 - _____

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with local municipalities for services to be funded under the Community Services for the Elderly Program, the Expanded In-home Services for the Elderly Program, the New York State Transportation Program, the Wellness in Nutrition Program and the Nutrition Services Incentive Program.

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 enter into inter-municipal agreements (“IMAs”) with the municipalities listed in the attached Exhibit “A” for services to be funded with grant funds received from the New York State Office for the Aging (“NYSOFA”) under the Community Services for the Elderly program (“CSE”), the Expanded In-home Services for the Elderly Program (“EISEP”), the New York State Transportation Program (“NYSTP”) and the Wellness in Nutrition and Nutrition Services Incentive Programs (“WIN & NSIP”) (the “Programs”), in the total aggregate not-to-exceed amounts set forth below, with specific allocations for each IMA to be determined at the discretion of the Commissioner of the Department.

CSE	EISEP	NYSTP	WIN & NSIP
\$287,233	\$110,534	\$54,074	\$1,022,521

§2. The IMAs shall commence on April 1, 2024 and continue through March 31, 2025, except for the IMAs funded under the NSIP Program which shall commence retroactive to October 1, 2023 and continue through September 30, 2024.

§3. The services to be provided under the IMAs shall include: case management, home-delivered meals, information, assistance, repairs & vehicle expenses and transportation.

§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.

EXHIBIT "A"

LIST OF MUNICIPALITIES AND SERVICES

GRANT: CSE	GRANT: EISEP	GRANT: NYSTP	GRANTS: WIN & NSIP
<u>SERVICES</u>	<u>SERVICES</u>	<u>SERVICES</u>	<u>SERVICES</u>
Information, Assistance, Transportation and Case management	Case management	Transportation	Home-delivered Meals
Town of Eastchester	City of Yonkers	Town of Cortlandt	Town of Cortlandt
City of Yonkers*		Town of Greenburgh	Town of Eastchester
		Town of Mamaroneck	Town of Greenburgh
		Village/Town of Mount Kisco	Town of Mamaroneck
		Town of Mount Pleasant	Village/Town of Mount Kisco
		City of Mount Vernon	Town of Mount Pleasant
		City of New Rochelle	City of Mount Vernon
		Town of Ossining	Town of New Castle
		City of Peekskill	Town of Ossining
		Village of Port Chester	City of Peekskill
		Town of Somers	Village of Port Chester
		City of White Plains	Town of Somers
		Town of Yorktown	City of Yonkers
			Town of Yorktown

Note:

- BOTH municipalities listed above under CSE will provide Transportation and Case Management Services, EXCEPT that the City of Yonkers marked with an asterisk (*) will also provide Information and Assistance

THIS AGREEMENT, 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, at 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, acting by and through its Office for the Aging, having an office and principal place of business at _____ (hereinafter referred to as the “Municipality” and together with the County hereinafter referred to as the “Parties”)

W I T N E S S E T H:

WHEREAS, the County acting by and through its Department of Senior Programs and Services (the “Department”) has been awarded a grant from the New York State Office for the Aging (“NYSOFA”) for use in the Community Services for the Elderly Act (“CSE”) Program (the “Program”); and

WHEREAS, the County desires to use a portion of said grant funds to provide Information and Assistance Services to seniors; and

WHEREAS, the Municipality desires to provide Information and Assistance Services to seniors upon the terms and conditions hereinafter set forth.

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

1. The Municipality shall provide Information and Assistance Services to seniors in accordance with the terms and conditions set forth in “Schedule “C” which is attached hereto and made a part hereof (the “Services”). The Municipality agrees that it and its subcontractors that are approved by the County, if any, will perform the Services in accordance with the terms of the Standard Assurances in the approved Four Year Plan and/or Annual Update to the 2020-24 Four Year Plan (collectively the “Plan”) attached hereto and made a part hereof in the form of Schedule “F”. The Municipality shall also comply with the terms and conditions set forth in Schedules “A”, “B”, “D”, “E” and “F”, which are attached hereto and made a part hereof. It is expressly understood and agreed by the Parties hereto that all schedules to this Agreement pertaining to NYSOFA and all schedules pertaining to the County are subject to the approval of and modification by each as NYSOFA and the County, as necessary.

2. The term of this Agreement shall commence retroactive to April 1, 2024 and terminate on March 31, 2025.

3. In consideration for the Services to be provided pursuant to paragraph "1," the County shall pay the Municipality an amount not-to-exceed _____ DOLLARS (\$ _____ .00) for actual Services provided and data entered in NYSOFA's PeerPlace System in accordance with the agreed-upon unit-costs attached hereto and made a part hereof as Schedule "B", which sum shall be subject to downward adjustment by the County based upon actual Services rendered by the Municipality during the term of the Agreement. The foregoing obligation of the County is conditioned upon compliance by the Municipality with all the terms and conditions contained in this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all Services, the submission of reports and the approval of same by the County.

The Municipality is required to contribute an amount not to exceed _____
_____ DOLLARS (\$ _____ .00) to the Services as match.

The Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from the NYSOFA to operate the Program.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the NYSOFA, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the sole discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. 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.

In addition, 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 be reimbursed by the County only for actual Services rendered by the Municipality after the County has received approval from the NYSOFA. 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 Department or her authorized designee (the "Commissioner").

The Municipality will be solely responsible for any over-expenditure or improper expenditure relating to the Program and the County will not be responsible for any over-expenditure or improper expenditure. Any funds not expended by or committed to be spent by the Municipality shall, at the expiration of the Agreement, be returned to the County.

The County may, in its discretion, and if it deems that payment is required in the furtherance of the Program, pay the Municipality prior to receipt of payment or approval thereof by the NYSOFA, provided that in the event the NYSOFA subsequently fails or refuses to pay the County, or if such expense is not a proper expenditure under the Program hereunder, the Municipality shall immediately

reimburse the County for such payment made to the Municipality. The County, in its discretion, may deduct such amount from future payments due and owing the Municipality hereunder.

5. In addition, the Municipality shall comply, at its own expense, with all applicable federal, state, and local laws, and with Federal and State, regulations, and Program standards and Program Instructions of NYSOFA as specified in the Plan, and any amendments thereto, applicable to the Program and the Municipality's performance hereunder,

In addition, the Municipality shall cause to be prominently posted, on the site where Services hereunder is to be provided, a statement regarding nondiscrimination, which statement shall be similar in form to the following:

"In compliance with 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973, as amended) and 42 U.S.C. § 2000d et. seq. (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."

6. No Services rendered pursuant to or in connection with this Agreement may be refused to any person because of such person's race, color, creed, marital status, country of origin, disability, sex, genetic predisposition or carrier status, sexual orientation or religion. The Municipality shall also (a) serve any senior citizen and ensure equal access for participation, Services, activities, and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation; (b) 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, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such Services; refrain from using funds to advance any sectarian effort; (c) refrain from using funds to advance any partisan candidate or effort; however, the Municipality shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation; (d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office; and (e) ensure no coercion nor advice to other persons to contribute anything of value to any party, committee, organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices.

7. The Municipality hereby 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.

8. The Municipality must attempt to provide Services 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. As a material element of this Agreement, Municipality agrees to fully comply with the provisions required by the NYSOFA concerning equal access to services and targeting, as more fully set forth in the Plan.

9. The Municipality shall provide the County with timely information needed to satisfy reporting requirements as specified by NYSOFA. Without limiting the right of the County to require additional reports regarding the Program hereunder, the Municipality shall provide the Department with the following:

(a) Evaluation method of the Program in accordance with the requirements as specified by NYSOFA including but not limited to: audit requests for documentation or other information deemed necessary and appropriate to verify the information provided by the Municipality, 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

(b) The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted electronically in PeerPlace or other NYSOFA approved electronic system as required. Until further notice, the Municipality is required to mail in the PeerPlace 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 website 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 "11" hereof.

(c) Financial monthly reporting system: Monthly vouchering will fulfill requirement. Vouchers should be received by the County no later than the tenth (10th) day of the following month.

Additional documentation of reports, expenses, statistical information and supporting documentation concerning the Program shall be provided to the County by the Municipality at the request of the County and may include, without limiting the County's right to require additional documentation, invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for government agencies and canceled checks for private agencies.

10. The Municipality shall furnish the County with copies of all insurance certificates as indicated in Schedule "A".

11. (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 set forth in Schedule "B". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Services 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 Services rendered by the Municipality prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for 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 services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by Municipality of any particular duty or obligation under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

12. The Municipality shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein, without the prior express written consent of the County. The Municipality shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported assignment, transfer, subcontract or other disposal of any right, duty or interest 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 Services performed by a County-approved subcontractor shall be deemed Services performed by the Municipality and the Municipality shall insure that such subcontracted Services are subject to the material terms and conditions of this Agreement. All subcontracts for the Services 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 Agreement 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. The Municipality shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every County-approved subcontractor is in compliance with the material terms and conditions of the Agreement.

13. In addition to, and not in limitation of, the insurance provisions of this Agreement contained in Schedule "A", 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.

(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.

(d) the Municipality may provide proof of self-insurance in lieu of insurance policies.

14. The Municipality shall provide adequate, qualified and trained personnel for supervision and fiscal management of the Program conducted by the Municipality hereunder.

15. The Municipality hereby agrees that no information about an elderly person, or obtained from an elderly person, shall be disclosed by the Municipality in a form that identifies such person without the informed consent of the person or his or her representatives, unless the disclosure is required by court order, program monitoring by authorized Federal, State, or local monitoring agencies, or by actual and immediate danger to the health or welfare of the individual.

16. The Municipality agrees that any public information materials or other printed or published materials on the Services of the Program which is supported with funds hereunder will give due recognition to the NYSOFA and the Department and as appropriate the Administration on Aging/Administration for Community Living (AoA/ACL) of the United States Department of Health and Human Services ("HHS").

17. 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 County-approved subcontractors providing such services under the approved Plan shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained and supervised.

18 The Municipality shall comply with the audit provisions, as applicable, in Schedule "C".

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

To the Municipality:

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:

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

20. 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.

21. If equipment costing One Thousand Dollars (\$1,000) or more is purchased with any Federal or State funds provided under this Agreement, at the end of this Agreement, the County

reserves the right to require that the Municipality turn the equipment over to the County. The Municipality understands, acknowledges, and agrees that it shall have no ownership interest in such equipment.

22. Attached hereto and forming part hereof is the schedule listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of the schedule. The Municipality agrees that the terms of the schedule has been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed the schedule accurately and completely.

Schedule "D" — "Vendor Direct Program - Electronic Funds Transfer."

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. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County's Finance Department.) If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

23. Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule "E" and which is made a part hereof.

24. 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.

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER

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

By: _____
(Name)

(Print Name)

(Title)

Approved by the Westchester County Board of Legislators pursuant to Act No. ____ – 2024,
adopted on the _____ day of _____, 2024.

Approved:

Sr. Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

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 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**

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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:

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS (Municipality)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Important information for Municipalities and Insurance Brokers:

(The below is required for all insurance certificates)

For Additionally Insured & Waiver of Subrogation status on an ACORD certificate:

- a. Check off the additional insured (ADDL INSD) and waiver of subrogation (SUBR WVD) boxes next to the following policies:**

- Commercial General Liability
- Automobile Liability
- Umbrella/Excess Liability

And input the following language into Description of Operations box: "Certificate holder is included as additional insured on a primary & non-contributory basis"

OR

- b. Input following language into Description of Operations box:**

"Certificate holder is included as additional insured on a primary & non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. All policies include a waiver of subrogation in favor of the certificate holder applies as required by written contract"

*For insurance certificates other than ACORD or with no check boxes please use **option b***

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE "B"

NEW YORK STATE

COMMUNITY SERVICES FOR THE ELDERLY PROGRAMS

INFORMATION AND ASSISTANCE SERVICES

SUBMITTED BY: CITY OF _____

PERIOD COVERED: **APRIL 1, 2024 TO MARCH 31, 2025**

REQUIRED ACTION: **SUBMIT ONE (1) COMPLETED COPY OF THIS SCHEDULE TO:**

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
9 SOUTH FIRST AVENUE, 10TH FLOOR
MT. VERNON, NEW YORK 10550-3414**

ONE (1) COPY MUST BE MAINTAINED BY EACH OF THE INDIVIDUALS LISTED ON PAGE 1, ITEM NUMBER 6 AND PAGE 2, ITEM NUMBER 7 OF SCHEDULE "C".

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2024 – 2025 CSE PROGRAM**

SCHEDULE “B”

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**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2024 – 2025 CSE PROGRAM**

MUNICIPALITY:
City of Yonkers

Amount of Agreement:

- a. State Funds: \$ _____
- b. Municipality Match Funds: \$ _____
- c. Total above Funds (Line a + b): \$ _____
- d. Other Resources (not included in grant budget): \$ _____

DRAFT

INSERT IN SCHEDULE "B"

2024 – 2025 CSE Performance Summary Costs (Excel Doc)

DRAFT

INSERT SCHEDULE "C"

DRAFT

SCHEDULE "D"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program, you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- New
- Change
- No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

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

Section II- Financial Institution Information

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

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

| | | | |

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

NEWCHANGE VEN EFT 9/08

SCHEDULE "E"

Certification Regarding Debarment and Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal Offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Municipality is unable to certify to any of the statements in this paragraph, the Municipality shall attach an explanation to this certification.

Date: _____

Signature

TITLE

Organization

SCHEDULE "F"

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

**ATTACHMENT A
The 2024-28 FOUR-YEAR PLAN,
April 1, 2024 - March 31, 2028**

DRAFT



George Latimer
County Executive

March 29, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, 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 Americans 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.

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 Honorable Board is advised that the Department has complied with the Westchester County Procurement Policy and Procedures (the "Policy"), noting that 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."

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.

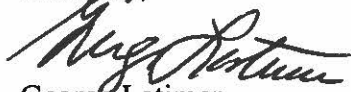
Thereafter, your Honorable Board, by Act No. 36-2022, authorized the County to exercise the first of its four (4) renewal options under the IMAs to extend the terms thereof for an additional year, commencing retroactive to January 1, 2022 and continuing through December 31, 2022 (the "First Extension 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) 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 prices 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 the provision of the Services for a term commencing retroactive to January 1, 2024 and continuing through December 31, 2024 (the "Third Extension Term").

The proposed IMA extensions are intended to benefit the County by assisting in the provision of grant-funded services to County residents. Accordingly, I believe the proposed IMA extensions are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,



George Latimer
Westchester County Executive

GL/MC/SJ
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 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: _____, 2024
White Plains, New York

C:jpg/2-21-24

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: IIIB - 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

3/20/24

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

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

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

DRAFT

April 3, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: **Message Requesting Immediate Consideration: IMAs w/Municipalities
– Services to Seniors to be Funded by County Tax Dollars.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators April 8, 2024 Agenda.

Transmitted herewith for your review and approval is an act (the “Act”) which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into inter-municipal agreements (“IMAs”) with the City of Yonkers and the City of New Rochelle.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for April 8, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

April 3, 2024

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an act (the "Act") which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements ("IMAs") with the City of Yonkers and the City of New Rochelle, acting by and through their respective Offices for the Aging (the "Municipalities"), pursuant to which the Municipalities will provide outreach and other services to seniors to be funded with County tax dollars. The term of the IMAs will commence retroactive to January 1, 2024 and continue through December 31, 2024. In no event will the total aggregate amount payable for both IMAs exceed the sum of \$30,000, payable pursuant to approved budgets.

The programs and services to be provided under the IMAs include the Livable Communities Regional Host services program which provides outreach to residents to participate in and access various programs and services provided by the Department. Services will also include public information/education programs provided through meetings, educational forums and events at which residents are informed about the Department's myriad programs and services designed to enhance their quality of life.

Your Honorable Board has previously approved similar legislation pursuant to Act No. 44 - 2023. However, the existing authorization expired on December 31, 2023 and a new authorization will be needed to enter into new agreements.

It should be noted that the IMAs are exempt from the Westchester County Procurement 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 proposed IMAs are intended to benefit the County by assisting in the provision of tax-funded services to its residents. Accordingly, I believe the proposed IMAs are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Sincerely,

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

George Latimer
Westchester County Executive

GL/MC/SJ/jpg/nn

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”) which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into inter-municipal agreements (“IMAs”) with the City of Yonkers and the City of New Rochelle, acting by and through their respective Offices for the Aging (the “Municipalities”), pursuant to which the Municipalities will provide outreach and other services to seniors to be funded with County tax dollars. The term of the proposed IMAs will commence retroactive to January 1, 2024 and continue through December 31, 2024. In no event will the total aggregate not-to-exceed amount payable for both IMAs exceed the sum of \$30,000, payable pursuant to approved budgets.

Your Committee is advised that the programs and services to be provided under the IMAs include the Livable Communities Regional Hosts services program which provides outreach to residents to participate in and access various programs and services provided by the Department. Services will also include public information/education programs provided through meetings, educational forums and events at which residents are informed about the Department’s myriad programs and services designed to enhance their quality of life.

Your Committee notes that this Honorable Board passed similar authorizing legislation pursuant to Act No. 44 - 2023. However, the existing authorization expired on December 31, 2023 and a new authorization will be needed to enter into new agreements.

Your Committee is informed that the IMAs are exempt from the Westchester County Procurement 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 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 has been 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: _____, 2024
White Plains, New York

COMMITTEE ON

C/jpg/2-21-24

FISCAL IMPACT STATEMENT

SUBJECT: County Funds

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 \$ 30000

Total Current Year Revenue \$ 30000

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 101-24-4957

Potential Related Operating Budget Expenses:

Annual Amount \$ 30,000

Describe: Funds received from the County for various programs and services for Westchester County senior citizens.

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: Without these funds, the Department would not be able to provide senior services including Livable Communities Outreach and public information/education

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 4/2/24

If you need more space, please attach additional sheets.

ACT NO. 2024 - _____

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the City of Yonkers and the City of New Rochelle for the provision of outreach and other services to seniors to be funded with County tax dollars

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

Section 1. The County of Westchester be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the City of Yonkers and the City of New Rochelle, acting by and through their respective Offices for the Aging (the “Municipalities”), pursuant to which the Municipalities will provide outreach and other services to seniors to be funded with County tax dollars, for a term commencing retroactive to January 1, 2024 and continuing through December 31, 2024, in a total aggregate amount not-to-exceed \$30,000 for both IMAs, payable pursuant to approved budgets.

§2. The programs and services to be provided under the IMAs will include the Livable Communities Regional Host services program which provides outreach to residents to participate in and access programs and services provided by the Department. Services will also include public information/education programs provided through meetings, educational forums and events at which residents are educated and informed about the Department’s myriad programs and services that are designed to enhance their quality of life.

§3. The contract amounts allocated for each IMA shall be determined at the discretion of the Commissioner of the Department of Senior Services and Programs.

§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.

THIS INTER-MUNICIPAL AGREEMENT ("Agreement" or "IMA" made this _____ 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

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

WITNESSETH:

WHEREAS, the County desires to provide Livable Community Regional Host Services to elderly residents of the County (hereinafter the "Services"); and

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

WHEREAS, the Municipality is an agency 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 Services as described in Schedule "C", which is attached hereto and form a part of this Agreement. The Municipality shall also comply with the terms and conditions set forth in Schedules "A", "B" and "D" are attached hereto and form a part of this Agreement. It is expressly understood and agreed by the Parties hereto that all schedules to this Agreement are subject to the approval of the County.

2. For the Services rendered pursuant to Paragraph 1, the Municipality shall be paid an amount not to exceed _____ DOLLARS (\$_____), subject to appropriations and payable pursuant to an approved budget amount indicated in Schedule "B" that is attached hereto, and made a part hereof, after the County has received any and all supporting documentation the County may require and the same has been approved by the Commissioner of the Department of Senior Programs and Services or her duly authorized designee (the "Commissioner"). Payment shall be made only for expenses actually incurred and paid by the Municipality, which shall be subject to downward adjustment by the County based upon actual Services rendered by the Municipality during the term of the Agreement. The foregoing obligation of the County is conditioned upon compliance by the Municipality with all the terms and conditions contained in this Agreement.

The Parties understand and acknowledge that the Municipality may, during the term of this Agreement, wish to seek a modification to the Budget. The Parties agree that the Municipality may seek a Budget modification by submitting a request either, a.) in writing, if the Budget is attached to this Agreement, or b.) through the Vendor Portal's Budget Module, if the Budget is a Repository Document. The Municipality understands, acknowledges, and agrees that no Budget modification shall take effect unless and until the Commissioner has consented to that Budget modification request; that the Commissioner shall not be required to consent to any Budget modification request; and that all decisions by the Commissioner regarding Budget modification requests are final.

Any and all requests for payment to be made, including any requests for partial payment made in proportion to the Services rendered, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by 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.

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 Services to be rendered hereunder.

3. The term of this Agreement shall commence retroactive to January 1, 2024 and expire on or about December 31, 2024, 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.

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 monies 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.

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. 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 Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Services 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 Services performed by a County-approved subcontractor shall be deemed Services performed by the Municipality and the Municipality shall insure that such subcontracted work are subject

to the material terms and conditions of this Agreement. All subcontracts for the Services 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 Agreement, 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.

If the Municipality enters into subcontracts for the performance of Services pursuant to this Agreement, the Municipality shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the County under this Agreement or the Area Agency Plan as approved by NYSOFA. It shall be the responsibility of the Municipality to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this Agreement and federal and state law.

The Municipality agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of Services pursuant to this Agreement, such information will be kept confidential and shared with the County; or with other entities upon the consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by federal or state laws.

8. The Municipality must attempt to provide Services 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 in the area served by such Municipality.

9. Statistical information and supporting documentation concerning the Services rendered 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. Until further notice, the Municipality is required to mail in the PEERPLACE 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 website 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 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 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.

(d) the Municipality may provide proof of self-insurance in lieu of insurance policies.

11. The Municipality agrees that any program, public information materials, or other printed or published materials on the Services which is supported with County funds will give due recognition to the Department.

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

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

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 in accordance with the Budget set forth in Schedule "B". Upon receipt of notice that the County is terminating this Agreement in its best interests, the

Municipality shall stop Services 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 Services 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 Municipality:

City of New Rochelle
515 North Avenue
New Rochelle, NY 10801

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:

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

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. Attached hereto and forming part hereof is the schedule listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of the schedule. The Municipality agrees that the terms of each of the schedule has been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it

has completed the schedule accurately and completely.

Schedule "D" — "Vendor Direct Program - Electronic Funds Transfer"

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. If the Municipality acknowledges is already enrolled in the submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County's Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

19. This base 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. If there is a conflict between the terms of this base agreement and the terms of any attachment, the terms of this base agreement will prevail.

20. The Municipality hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

21. 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 New York State. In addition, the Parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County.

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

22 This Agreement shall not be enforceable until signed by all Parties and approved by the Office of the County Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER

By: _____
Mae Carpenter, Commissioner
Dept. Senior Programs and Services

MUNICIPALITY:

By: _____
(Signature)

(Name)

(Title)

Approved by the Westchester County Board of Legislators pursuant to Act No. ____-2024 adopted on the ____ day of _____, 2024.

Approved by:

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 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 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
(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:

SCHEDULE "A"

INSURANCE PROVISIONS

(Municipality)

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
- i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

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

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

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

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

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

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

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

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

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

Important information for Municipalities and Insurance Brokers:

(The below is required for all insurance certificates)

For Additionally Insured & Waiver of Subrogation status on an ACORD certificate:

- a. **Check off the additional insured (ADDL INSD) and waiver of subrogation (SUBR WVD) boxes next to the following policies:**

- Commercial General Liability
- Automobile Liability
- Umbrella/Excess Liability

And input the following language into Description of Operations box: "Certificate holder is included as additional insured on a primary & non-contributory basis"

OR

- b. **Input following language into Description of Operations box:**

"Certificate holder is included as additional insured on a primary & non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. All policies include a waiver of subrogation in favor of the certificate holder applies as required by written contract"

For insurance certificates other than ACORD or with no check boxes please use option b

INSERT SCHEDULES "B" & "C"

DRAFT

SCHEDULE "D"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct Program, you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Authorization is:
(check one)

- New
- Change
- No Change

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

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

Section II- Financial Institution Information

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

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

| | | | |

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

NEW/CHANGE VEN EFT 8/08