



George Latimer
County Executive

August 26, 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, would authorize the County of Westchester ("County"), acting by and through the Westchester County Youth Bureau ("Youth Bureau"), to enter into inter-municipal agreements ("IMAs") with the cities of Mount Vernon, New Rochelle, Peekskill, Yonkers and White Plains, and the Villages of Ossining and Port Chester, through their respective youth bureaus, and the Town of Greenburgh, through its community center ("Municipalities"), pursuant to which the Municipalities will provide summer youth employment and training services to eligible Westchester youth for a term commencing retroactively on July 1, 2024 and continuing through September 30, 2024 in a total aggregate not-to-exceed amount of \$137,792.00, payable as invoiced and in accordance with an approved budget. It is anticipated that the County will pay each municipality an amount not to exceed \$17,224.00 under their respective IMAs.

The Youth Bureau has advised that it has been awarded a grant by New York Presbyterian Hospital ("NYP") in the amount of \$155,016.00 to provide youth from the Municipalities with an opportunity to explore career paths, increase their employability skills, and earn income that may contribute to their basic needs such as food, clothing, and school supplies ("Program"). The objective of the Program is to provide youth between the ages 16-24 from families with low to moderate incomes, with a six-week comprehensive program that will provide initial introductions to the workplace and help youth to acquire and enhance transferable, employability skills.

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

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

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

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

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

Sincerely,

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

George Latimer
Westchester County Executive

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (“County”), acting by and through the Westchester County Youth Bureau (“Youth Bureau”), to enter into inter-municipal agreements (“IMAs”) with the cities of Mount Vernon, New Rochelle, Peekskill, Yonkers and White Plains, and the Villages of Ossining and Port Chester, through their respective youth bureaus, and the Town of Greenburgh, through its community center (“Municipalities”), pursuant to which the Municipalities will provide summer youth employment and training services to eligible Westchester youth for a term commencing retroactively on July 1, 2024 and continuing through September 30, 2024 in a total aggregate not-to-exceed amount of \$137,792.00, payable as invoiced and in accordance with an approved budget. It is anticipated that the County will pay each municipality an amount not to exceed \$17,224.00 under their respective IMAs.

Your Committee is advised that the Youth Bureau has been awarded a grant in the amount of \$155,016.00 from New York Presbyterian Hospital (“NYP”) to provide eligible Westchester youth from the Municipalities with an opportunity to explore career paths, increase their employability skills, and earn income that may contribute to their basic needs such as food, clothing, and school supplies (“Program”). The objective of the Program is to provide youth between the ages 16-24 from families with low to moderate incomes, with a six-week comprehensive program that will provide initial introductions to the workplace and help youth to acquire and enhance transferable, employability skills.

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

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

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

The Planning Department has advised that the proposed action does not meet the definition of an “action” under the State Environmental Quality Review Act (“SEQR”), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 8, 2024, which is on file with the clerk of your Honorable Board. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

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

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

Dated: _____, 2024
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: New York-Presbyterian Hospital

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 155,016

Total Current Year Revenue \$ 155,016

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

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

Potential Related Operating Budget Expenses: Annual Amount \$ 155,016

Describe: To provide summer youth employment and training experiences for 60 eligible Westchester youth between the ages 16-24 from families with low to moderate incomes, for a term commencing on July 1, 2024 -- September 30, 2024. Subcontracts with Mount Vernon, New Rochelle, Ossining, Peekskill, White Plains, Greenburgh, Port Chester, Yonkers and Boys & Girls Club of Northern Westchester

Potential Related Revenues: Annual Amount \$ 155,016

Describe: Grant from New York Presbyterian Hospital to provide summer youth employment and training services for 60 youth.

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

Current Year: \$0.00

Next Four years: Same as above

Prepared by: Bernie Dean

Title: Financial Administrator

Department: CEO/Youth Bureau

Reviewed By: 

Budget Director

8/16/24

If you need more space, please attach additional sheets.

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

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

Section 1. The County of Westchester, acting by and through the Westchester County Youth Bureau (“County”), be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the cities of Mount Vernon, New Rochelle, Peekskill, Yonkers and White Plains, and the Villages of Ossining and Port Chester, through their respective youth bureaus, and the Town of Greenburgh, through its community center (“Municipalities”), pursuant to which the Municipalities will provide summer youth employment and training services for eligible Westchester youth between the ages 16-24 from families with low to moderate incomes. The term of each IMA will commence on July 1, 2024 and continue through September 30, 2024. Pursuant to the IMAs, the County shall reimburse the Municipalities a total aggregate amount not to exceed \$137,792.00, payable as invoiced, pursuant to an approved budget.

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

§3. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS INTER MUNICIPAL AGREEMENT (“Agreement”), made the ____ day of _____, 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

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

WITNESSETH:

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

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

WHEREAS, the Municipality desires to provide such services.

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

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

SECOND: The term of this Agreement shall commence on July 1, 2024 and shall continue through September 30, 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 Westchester County Youth Bureau Executive Director or his/her duly authorized designee (the "Director") may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST", the Municipality shall be paid an amount not to exceed Seventeen Thousand Two Hundred Twenty-Four and 00/100 Dollars (\$17,224.00), payable quarterly, pursuant to the budget attached hereto and made a part hereof as Schedule "B,". Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

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

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

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

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

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Municipality to cooperate with such 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 year following termination of this Agreement.

In the event an audit received from the Municipality or an audit performed by the County or on the County's behalf, 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 its behalf, and the amount of such overpayment, underpayment or improper payment, as the case may be, 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 six years after the expiration or termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from New York Presbyterian Hospital to operate the Summer Youth Employment Program.

If, for any reason, the full amount of said funds is not paid over or made available to the County by New York Presbyterian Hospital, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the 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.

SIXTH: (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality agrees to:

(i) Account for and refund to the County, within thirty (30) days, any unexpended funds which have been paid to the Municipality pursuant to its Agreement with the County which are in excess of unreimbursed expenses incurred prior to the notice of termination.

(ii) Stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director.

(iii) Submit within thirty (30) days of termination, a full report of receipts and expenditures of funds and Work activities, accomplishments and obstacles encountered relating to this Agreement.

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

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

contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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

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

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

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

EIGHTH: The Municipality represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Municipality independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

NINTH: 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.

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

It is the intent and understanding of the County and Municipality that each and every provision required by law, contract, or other proper authority to be included in this agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

ELEVENTH: All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without

the express written consent of the Director. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

TWELFTH: The Municipality agrees to ensure that the grounds, structures, buildings and furnishings at the site or sites of the Work are maintained in good repair and free from any danger to health and safety. The Municipality further agrees to ensure that any buildings or structures housing its Work comply with all applicable laws, including, but not limited to, zoning, building, health, sanitation and fire safety.

THIRTEENTH: Without limiting the right of the County to require additional reports regarding the Work hereunder, the Municipality shall provide the County with an annual report. Where possible, all materials submitted pursuant to this paragraph shall delineate the relationship of the Department sponsored Works and funds, to the total youth services offered by the Municipality.

In addition to the above, the Municipality agrees to furnish all reports and materials necessary to permit the County to fulfill its own reporting requirements.

FOURTEENTH: The Municipality shall make available required office space and equipment necessary to provide the services described herein and shall provide qualified and trained personnel for supervision and fiscal management of the Work conducted by the Municipality hereunder. The Municipality's Board of Directors, the Project Director (the Executive Director of the Municipality) or his/her authorized designee shall attend required meetings as requested by the Director. The Director shall participate in the selection of the Project Director who shall be an employee of the Municipality and responsible for the management of the Work.

FIFTEENTH: Subject to County approval, title of any equipment purchased by the Municipality, pursuant to the terms of this Agreement may be retained by that Municipality, upon completion of the term of its Agreement with the County, and upon the condition that such equipment will be used for the benefit of the youth served by the Municipality.

SIXTEENTH: The Municipality agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. The Municipality further agrees that if it is, or is deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services pursuant to this Agreement, it will:

a) not discriminate against any employee or applicant for employment on the basis of religion, and will not limit or give preference in employment to persons on the basis of religion.

b) not discriminate against any youth seeking to participate or participating in any Work or activity of this Agreement, and will not limit the Works and activities or give preference to persons, on the basis of religion;

c) provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under this Agreement.

SEVENTEENTH: No current officers, directors, or incorporators of the Municipality shall be hired or retained by the Municipality to fill any staff position or perform any service required under the Agreement, and no parents, spouses, siblings, and children or current officers, directors or incorporators shall be paid from the funds authorized under this Agreement without prior written approval from the County.

EIGHTEENTH: The Municipality agrees that any public information materials or other printed or published materials concerning that part of the Work which is supported with funds herewith shall give due recognition to the Westchester County Youth Bureau. The Municipality agrees to display the County logo in an appropriately visible place in the organization.

NINETEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder

with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

TWENTIETH: 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 notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

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

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

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

TWENTY-FIRST: The Municipality agrees to maintain complete confidentiality of all information concerning youth and their families it may obtain during the course of performing the Work under this Agreement. The Municipality will not release any such information, including names and addresses, to any entity without prior written permission from the County.

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

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

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

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

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

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

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

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

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

TWENTY-NINTH: PERFORMANCE MEASUREMENT. Without limiting the right of the County to require additional reports regarding the Work hereunder, at minimum, the Municipality shall provide the County with the following reports, the nature and frequency of which are set forth below:

a) Fiscal Reports and expectations

- Claims must be submitted for quarterly lump payment: April 20, July 20, October 20 and January 11 of the following year.
- A fiscal forecast must be submitted to Program Administrator by July 30.
- Only 2 budget modification requests will be accepted within the program calendar year. Budget modification requests are not retro to prior quarters. Final budget modifications must be requested no later than October 30.

b) Program progress reports must be submitted outlining the Municipality's progress in achieving the Targets/Outcomes set forth in the Schedule "A" and all monies expended in connection with the same in order to enable the County to assess the level and type of services provided

- Monthly Statistical Reports are due by the 10th of the month following the month

- Quarterly Narrative Reports are due on the 10th of the month following the quarter

- Annual Report – Due on January 10. Where possible, all materials submitted pursuant to this paragraph shall delineate the relationship of the Department sponsored Works and funds, to the total youth services offered by the Municipality.

c) The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality’s records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

d) In addition to the above, the Municipality agrees to furnish all reports and materials necessary to permit the County to fulfill its own reporting requirements. Failure to comply with the Performance Measurement criteria by Municipality will allow the County to issue notice of performance concerns and request for specific improvements from the Program Administrator, attached hereto as Schedule “M” and made part here of and entitled “Westchester County Youth Bureau Corrective Action Request.

Notwithstanding anything to the contrary contained herein, and in addition to any other rights or remedies the County may have, in the event Municipality breaches the Agreement, performance measurements are not met by the end of the following year’s contract, or if Agreement or other contract funds are not fully and/or improperly expended, the County shall have the right to take disciplinary actions against the Municipality, which disciplinary actions may include but not be limited to reducing Municipality’s future contract budget amounts, termination of Municipality’s contracts and/or deduction from future contracts’ payments under any contracts the County has with the Municipality and/or requiring payment by the Municipality to the County of any funds the County may determine are owed to the County under this Agreement.

(b) In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality’s performance under this Agreement. Such audit may include requests for documentation or other information which the Director may, in her discretion, deem necessary and appropriate to verify the information provided by the Municipality as required by subsections above.

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

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

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

THE COUNTY OF WESTCHESTER

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

MUNICIPALITY

By: _____
Name:
Title:

Approved by the Westchester County Board of Acquisition & Contract at a meeting duly held on the **X day of month, 2024 (XXXXXX)**.

Approved

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

STATE OF NEW YORK)
) 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
(CORPORATION)

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

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

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

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

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

(Signature)

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

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 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.

Date _____
Notary Public _____

SCHEDULE "A"
SCOPE OF SERVICES

SCHEDULE "B"
APPROVED BUDGET

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

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

Below is a list of current funding categories:

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

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

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

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

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

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

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

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

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS

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/3,000,000 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

This insurance shall, if it is a separate policy rather than an endorsement to an above-specified policy, name the "County of Westchester" as additional insured.

3. All policies of the contractor 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 contractor.