

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

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board authorize the County of Westchester ("County"), acting by and through its Department of Social Services ("Department"), to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("City"), pursuant to which the City will operate a newly created Financial Empowerment Center Initiative ("FEC Initiative" or "FECI") in order to provide professional financial counseling and coaching services to all County residents.

Your Committee is advised that the FEC Initiative will be conducted at 130 Mount Vernon Avenue, Mount Vernon, New York, where the County leases space located on the first and second floor of a building from 130 Modern Commercial LLC, pursuant to a lease dated December 7, 2017, and amended by First Amendment to Lease Agreement dated January 18, 2018 and by Second Amendment to Lease Agreement dated August 2019 (collectively, the "Lease"). The County leases this space for the purpose, among other things, of housing one of the County's One Stop Employment Centers ("Mount Vernon Career Center"). The Mount Vernon Career Center is primarily staffed by Westchester County, Putnam County and New York State Department of Labor employees but it also includes staff from partner agencies, such as the Westchester-Putnam Workforce Development Board ("WPWDB"), which assists the County with the operation of the Mount Vernon Career Center and other County's One Stop Employment Centers throughout Westchester County, in order to meet the needs for a skilled workforce in Westchester and Putnam counties.

Your Committee is further advised that the County, City and WPWDB desire to implement and operate the FEC Initiative at the Mount Vernon Career Center in order to provide professional financial counseling and coaching services to all County residents.

Pursuant to the proposed IMA, the City will be responsible for the implementation and operation of the program at the Mount Vernon Career Center during the term of the IMA,

as set forth below, including soliciting and contracting for the financial literacy services and managing FECI staff at its own cost and expense. In addition, the City will reimburse the County for security staff costs in an amount of \$28,651.00 per year, for a total not-to-exceed amount of \$57,302.00 during the term of the IMA. The term of the IMA will be two years, commencing on March 1, 2024 and expiring on February 28, 2026.

Your Committee is also advised that, in consideration for the financial literacy services to be provided by the City to all County residents, the County will: (i) provide cubicle space ("Designated Space") estimated to cost the County \$24,978.00 per year, for a total not-to-exceed amount of \$49,956.00; (ii) make available County personnel, at the County's discretion, which personnel is estimated to cost the County \$14,112.00 per year, for a total not-to-exceed amount of \$28,224.00, for overtime costs related to the operation of the FEC Initiative; and (iii) make available or provide the following for the City's use (x) County equipment estimated to cost the County up to an aggregate amount of \$5,000.00 per year, for a total not-to-exceed amount of \$10,000.00; and (y) County office supplies, estimated to cost the County up to \$2,500 per year, for a total not-to-exceed amount of \$5,000.00, in order to assist the City with the implementation and operation of the FEC Initiative.

The proposed IMA will also authorize the City to enter into a sub-license agreement with Mercy University for the provision of professional financial literacy services to all County residents within the Designated Space under the FEC Initiative operated by the City.

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

Your Committee has been advised that approval of the attached Act authorizing the County to enter into the IMA requires an affirmative vote of a majority of the members of your Honorable Board.

Your Committee believes that this IMA is in the best interest of the County. Therefore, your Committee recommends adoption of the annexed proposed legislation.

Dated: May 6th, 2024
White Plains,
New York

James J. Ziller John
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COMMITTEE ON:

C/cmc/04.25.2024

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James J. Ziller John
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Budget & Appropriations

Human Services

Dated: May 6th, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Budget and Appropriations

Handwritten signature of Colin J. Smith in black ink.

Human Services

Handwritten signature of Joe Almond in black ink.

FISCAL IMPACT STATEMENT

SUBJECT: IMA with Mount Vernon for
Financial Empowerment Center at
the Mount Vernon Career Center

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 28,651

Total Current Year Revenue \$ 28,651

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

Additional Appropriations

Other (explain)

Identify Accounts: Revenue Trust- T911, Unit- 9119, Object- 9856

Expense- T911, Unit-9119, Object- 4531

Potential Related Operating Budget Expenses: Annual Amount \$ 28,651

Describe: 1. In-kind contribution by the County for space and occupancy costs estimated at \$46,590. 2. Security Staff related to overtime, costs not to exceed = \$28,651 per year with a projected total of \$57,302 for the term of two (2) years.

Potential Related Operating Budget Revenues: Annual Amount \$ 28,651

Describe: The City of Mount Vernon will reimburse the WPWDB for security staff overtime costs related to the the operation of the Financial Empowerment Center at the estimated rate of \$28,651 for one (1) year, and an estimated total of \$57,302 for the term of two (2) years

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

No savings or impact. This Act will authorize the County to enter into an IMA with the City of Mount Vernon to implement and operate the FEC Initiative at the Mount Vernon Career Center to provide professional financial counseling and coaching services to all County residents commencing on March 1, 2024 and expiring on February 28, 2026.

Current Year:

Next Four Years: No savings or impact.

Prepared by: Thom Kleiner

Reviewed By: *[Signature]*

Budget Director

Title: Executive Director


Westchester-Putnam Workforce

Department: Development Board

Date: April 26, 2024

Date: _____

TO: George Latimer, County Executive
Kenneth Jenkins, Deputy County Executive
John Nonna, County Attorney

FROM: David Kvinge, AICP, RLA, CFM 
Assistant Commissioner

DATE: January 8, 2024

SUBJECT: **ACTIVITIES NOT SUBJECT TO STATE ENVIRONMENTAL QUALITY
REVIEW**

As required by the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 ("SEQR"), the Board of Legislators ("BOL") is the body that must assess the environmental significance of all actions that the BOL has discretion to approve, fund or directly undertake. The Planning Department has historically conducted the necessary environmental review for the BOL to undertake its responsibility under SEQR. Additionally, contracts going before the Board of Acquisition and Contracts ("BAC") must be reviewed for conformance with SEQR.

Pursuant to Section 617.2(b) of SEQR, "Actions" are defined as:

- (1) projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of any natural resource or structure, that:
 - (i) are directly undertaken by an agency; or
 - (ii) involve funding by an agency; or
 - (iii) require one or more new or modified approvals from an agency or agencies;
- (2) agency planning and policy making activities that may affect the environment and commit the agency to a definite course of future decisions;
- (3) adoption of agency rules, regulations and procedures, including local laws, codes, ordinances, executive orders and resolutions that may affect the environment; and
- (4) any combinations of the above.

As has been done in prior years, the Planning Department, in an attempt to streamline the process for SEQR review and related document preparation for the BOL and BAC, has created a list of categories of activities **that do not meet the definition of an "action"** as defined in SEQR. This list (attached) references activities that are routine and which do not change the use, appearance or condition of any natural resource or structure, nor do they involve policies or regulations that may affect the environment. The creation of this list in no way eliminates the BOL's or BAC's responsibilities under SEQR. Rather, it establishes a workflow for items that are routine and do not, under the law, require environmental review.

Accordingly, the Planning Department advises that no environmental review is required and no SEQR documentation is necessary for submission with BOL legislation or with resolutions or contracts requiring BAC approval regarding activities on the attached list.

County departments and agencies may reference this memorandum in the legislation in order to document compliance with SEQR for actions listed herein. This memorandum should be considered in effect until rescinded or replaced, with replacements typically occurring annually in mid-January. As such, this memorandum should be kept on file with the Clerk of the Board of Legislators. Legislation should include a statement similar to the following: "The proposed project does not meet the definition of an action under New York State Environmental Quality Review Act 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 the Board of Legislators."

This memorandum will be distributed to all Commissioners as part of County operations.

Please contact me if you have any questions.

Att.

cc: Malika Vanderberg, Clerk and Chief Administrative Officer to the Board of Legislators
Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Steve Bass, Director of Intergovernmental Relations
Paula Friedman, Assistant to the County Executive
Stacey Dolgin-Kmetz, Chief Deputy County Attorney
Tami Altschiller, Assistant Chief Deputy County Attorney
Blanca Lopez, Commissioner, Department of Planning

**ACTIVITIES THAT DO NOT MEET THE DEFINITION OF AN “ACTION”
PURSUANT TO SEQR AND ARE, CONSEQUENTLY, NOT SUBJECT TO SEQR**

1. **BUDGETS AND AMENDMENTS**

- Municipal budgets and amendments to them – The budgeting process merely sets aside funds without a commitment to their expenditure. Operating expenditures are typically for government-related activities that would also not meet the definition of an action. Even the establishment of the Capital Budget is not subject to SEQR because many of the capital projects are usually not definitive enough with respect to potential impacts to be reviewable at the time the budget is adopted. However, any subsequent authorization, such as bonding, to undertake a particular capital project is an action that requires SEQR compliance before it may be approved.
- The transfer of funds within the County operating and capital budgets for the purpose of balancing accounts – It is understood that these actions are purely budgetary, where accounts with excess funds are moved to accounts with existing or anticipated deficits. It is further understood that the activities covered by these accounts have either already occurred or been reviewed in accordance with SEQR, are Type II actions or actions that are not subject to SEQR, or are actions that will require future approval prior to being undertaken, at which time further SEQR review may be appropriate.
- Rescissions or reduction of bond acts to cancel unspent funds.

2. **SERVICES**

- Consultant services – Contracts or agreements that provide for administrative services, training, reports for Boards and Commissions, but not including studies or design of physical improvements, which has been listed under SEQR as Type II.
- Social Services – Actions or agreements that provide services to persons in need, such as employment assistance, family/domestic intervention and respite care.
- Youth services – Actions or agreements that provide for youth services, such as a Resource Allocation Plan, Invest-in-Kids Program, after-school programs, camp programs and head-start programs.
- Senior programs & services – Actions or agreements that provide for services to seniors, such as provision of information/education, home care, nutrition & transportation assistance, caregiver support, and acceptance of federal and state grants providing for such services (e.g., OAA Title III grants and NYSOFA grants, including CSE, CSI, CRC, EISEP, NYSTP, WIN & NSIP).
- Public Safety services – programs that promote public safety, such as STOP-DWI and Police Night Out; intermunicipal agreements (IMAs) for shared training, equipment and response to emergencies, including E-911; acceptance and administration of grants for law enforcement programs (e.g., JAG).
- Fire services – Fire district IMAs for shared training, equipment and response to emergencies.
- Legal services – Contracts for outside counsel, litigation or associated monetary settlements and collections.

- Medical Services – Contracts with medical providers for medical examinations, testing, vaccinations or medical treatment of County employees or the public.
- Mental Health Services – Contracts with agencies to provide treatment, services or education related to mental health.

3. PERSONNEL MATTERS

- Actions related to employment or employees.
- Contracts for temporary staff assistance.
- Legislation pertaining to establishment and membership of boards and commissions.

4. FINANCES

- Tax Anticipation Notes.
- Bond acts to finance tax certiorari payments.
- Banking contracts/agreements for money management services.
- Mortgage tax receipts disbursements (County Clerk).
- Refinancing of affordable housing mortgages.
- Payment in Lieu of Taxes (PILOT) agreements.

5. LAWS

- New laws or amendments of existing laws that regulate the sale or use of products for the protection of public health.
- New laws or amendments of existing laws that regulate businesses for the protection of consumers.
- Pertaining to consumer protection, not including professional licensing, which have been classified as Type II.
- Pertaining to animal welfare, excluding regulations involving habitat management.
- Pertaining to public safety.
- Pertaining to taxation, such as establishment of new taxes or tax exemptions.
- Pertaining to establishment or modification of fees.
- Pertaining to notices, publications and record keeping.
- Pertaining to hiring or contracting procedures.
- Pertaining to the functioning of County government, such as term limits, board appointments, etc. that do not impact the environment.

6. MISCELLANEOUS

- Amendments to existing agreements for changes in name or consultants.
- Education/training programs, contracts for clinical instruction.
- Prisoner Transport IMAs.
- Tourism Promotion Agency designation.
- Software licenses.

- IMAs for temporary housing in existing facilities (homeless, inmate, troubled youths, domestic violence victims).
- Naming or renaming of streets, buildings, parks or other public facilities.

WCDP
JAN 2024

ACT NO. 2024 - ___

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for the implementation of the Financial Empowerment Center Initiative at the County's One Stop Employment Center located in Mount Vernon.

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

Section 1. The County of Westchester ("County") is hereby authorized to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("City"), pursuant to which the City will operate a newly created Financial Empowerment Center Initiative ("FEC Initiative" or "FECI"), in order to provide professional financial counseling and coaching services to all County residents; and be it further

§2. The FECI Initiative will be conducted at 130 Mount Vernon Avenue, Mount Vernon, New York ("Mount Vernon Career Center"), where the County leases space located on the first and second floor of a building from 130 Modern Commercial LLC, pursuant to a lease dated December 7, 2017, and amended by First Amendment to Lease Agreement dated January 18, 2018 and by Second Amendment to Lease Agreement dated August 2019 (collectively, the "Lease"); and be it further

§3. Pursuant to the IMA, the City will be responsible for the implementation and operation of the program at the Mount Vernon Career Center during the term of the IMA, as set forth below, including soliciting and contracting for the financial literacy services and managing FECI staff at its own cost and expense. In addition, the City will reimburse the County for security staff costs in an amount of \$28,651.00 per year, for a total not-to-exceed amount of \$57,302.00 during the term of the IMA.

§4. The County shall: (i) provide cubicle space (“Designated Space”) estimated to cost the County \$24,978.00 per year, for a total not-to-exceed amount of \$49,956.00; (ii) make available County personnel, at the County’s discretion, which personnel is estimated to cost the County \$14,112.00 per year, for a total not-to-exceed amount of \$28,224.00, for overtime costs related to the operation of the FEC Initiative; and (iii) make available or provide the following for the City’s use (x) County equipment estimated to cost the County up to an aggregate amount of \$5,000.00 per year, for a total not-to-exceed amount of \$10,000.00; and (y) County office supplies, estimated to cost the County up to \$2,500 per year, for a total not-to-exceed amount of \$5,000.00, in order to assist the City with the implementation and operation of the FEC Initiative.

§5. The proposed IMA shall permit the City to enter into a sub-license agreement with Mercy University for the provision of professional financial literacy services to all County residents within the Designated Space under the FEC Initiative operated by the City.

§6. The term of the IMA shall be two years, commencing on March 1, 2024 and expiring on February 28, 2026.

§7. The County Executive or his authorized designee is hereby authorized to execute any instruments and to take any action necessary and appropriate to effectuate the purposes hereof.

§8. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (“Agreement”), made the ____ day of _____, 20__ 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

CITY OF MOUNT VERNON, a municipal corporation of the State of New York, having an office and place of business at 1 Roosevelt Square N, Mt. Vernon, New York 10550 (hereinafter referred to as the “Municipality” or “Mount Vernon”).

WITNESSETH:

WHEREAS, the County, acting by and through its Department of Public Works (“DPW”) and Transportation and its Department of Social Services (“Department”), leases approximately 9,327 square feet of space on the first and second floors of a building (“Leased Premises”) located at 130 Mount Vernon Avenue, Mount Vernon, New York (“Property”), pursuant to a lease (No. 18-900) with 130 Modern Commercial LLC (“Property Owner”), dated December 7, 2017, as amended by first amendment dated January 18, 2018 and second amendment dated August, 2019 (collectively, the “Lease”), for the purpose of housing one of the County’s One Stop Employment Centers (“Mount Vernon Career Center”) and the Department’s staff; and

WHEREAS, the Mount Vernon Career Center is primarily staffed by Westchester County, Putnam County and New York State Department of Labor employees but also includes staff from partner agencies, such as Maturity Work, which assists the County with the operation of the Mount Vernon Career Center and other County’s One Stop Employment Centers to meet the needs for a skilled workforce in Westchester and Putnam counties; and

WHEREAS, the County, Mount Vernon and Westchester-Putnam Workforce Development Board (“WPWDB”) have agreed to implement and operate a newly created Financial Empowerment Center Initiative (“FEC Initiative” or “FECI”) at the Mount Vernon Career Center in order to provide professional financial counseling and coaching services to all County residents, upon the terms and conditions set forth herein; and

WHEREAS, the use of the Designated Space by the Municipality and/or Mercy University's staff for the implementation and operation of the FEC Initiative at the Property was approved by the Property Owner.

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

FIRST: The County shall provide three cubicles occupying approximately 450 square feet of the Leased Premises, as more particularly depicted in Schedule "A" attached hereto and made a part hereof ("Designated Space"), to be use by the Municipality and/or Mercy University's staff for the provision of professional financial counseling and coaching services to all County residents, as more fully described in Schedule "B," which is attached hereto and made a part hereof (the "Work"), and for no other purpose.

The parties acknowledge the Property Owner's consent to this Agreement and the use of the Designated Space by the Municipality and/or Mercy University's staff for the implementation and operation of the FEC Initiative, which consent is set forth in the letter attached hereto as Schedule "C" and made a part hereof.

The Municipality shall be solely responsible for the implementation and operation of the FEC Initiative at the Mount Vernon Career Center during the term of the IMA and managing Municipality and/or Mercy University's staff at its own cost and expense.

SECOND: The term of this Agreement shall be for two years, commencing on March 1, 2024 and terminating on February 28, 2026, unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: In consideration for the financial literacy services to be provided by the Municipality to all County residents, the County shall: (i) make available to the Municipality the Designated Space and three cubicles therein for the operation of the FEC Initiative, which space is estimated to cost the County \$24,978.00 per year, for a total not-to-exceed amount of \$49,956.00; (ii) make available County personnel, at the County's discretion, which personnel is estimated to cost the County \$14,112.00 per year for overtime costs related to the operation of the FEC Initiative, for a total not-to-exceed amount of \$28,224.00; and (iii) make available or provide the following to the municipality (x) provide for the use of County equipment

estimated to cost the County up to an aggregate amount of \$5,000.00 per year, for a total not-to-exceed amount of \$10,000.00; and (y) provide access to and use of County office supplies, estimated to cost the County up to \$2,500 per year, for a total not-to-exceed amount of \$5,000.00, in order to assist the Municipality with the implementation and operation of the FEC Initiative.

Except as otherwise expressly stated in this Agreement, no other 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.

Notwithstanding the foregoing to the contrary, the Municipality shall reimburse the County for security staff overtime costs related to the operation of the FEC Initiative, which may be incurred by the County, estimated to be up to \$28,651.00 per year, for a total amount under this Agreement not-to-exceed \$57,302.00.

FOURTH: The Municipality shall report to the County on its progress toward completing the Work, as the DPW's Commissioner or his duly authorized signatory ("Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

The Municipality shall also 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 or take any other reasonable action 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, or that the Municipality failed to deliver services or failed to deliver services to all County residents, 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 or any other costs incurred by the County in connection with this Agreement, 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 Commissioner or his duly authorized designee.

FIFTH: The Municipality understands and acknowledges that the County currently maintains a Vendor Portal at <http://www.westchestergov.com/vendorportal> that includes a Document Repository (the "Repository") into which the Municipality may upload a scanned image of one or more of the schedules and/or supporting documents that the Municipality is required to provide to the County for this Agreement (the "Required Documents"), including each of the schedules listed above. The Municipality further understands and acknowledges that if the Municipality chooses to use the Repository to provide to the County one or more of the Required Documents (each document so provided, a "Repository Document"), the following terms apply:

- a.) The Municipality is using the Repository voluntarily, as required by New York State Technology Law Sections 305 and 309;
- b.) The Municipality represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;
- c.) In the event that any information in a Repository Document for this Agreement must be changed, the Municipality shall upload an updated version of such document within ten (10) business days of the need for such change arising, and provide notice to the County that the updated version was required and has been uploaded;

- d.) Notwithstanding any other provision of this Agreement, the Municipality must, at a minimum, update each Repository Document annually; and
- e.) In order for a given Repository Document to be used for this Agreement, it must be dated less than one (1) year before the execution of this Agreement.

SIXTH: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "D," 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 "D," 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.

(d) that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Municipality, the County shall indemnify and hold harmless the Municipality, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss arising from any damage to any person or property occurring in, on or about the Leased Premises but outside of the Designated Space and caused by the sole negligent acts or omissions of the County, its officers or employees..

SEVENTH: (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 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.

EIGHTH: 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.

NINTH: 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.

TENTH: 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: Commissioner
 Department of Social Services
 112 E. Post Road
 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: City of Mount Vernon
 1 Roosevelt Square N
 Mt. Vernon, NY 10550

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

ELEVENTH: 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.

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.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

TWELFTH: 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.

THIRTEENTH: 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.

Notwithstanding the above, the parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following subcontractors have been approved to provide services for the named purpose(s) in connection with this Agreement: **Mercy University, with an address at 555 Broadway, Dobbs Ferry, NY 10522, for the purpose of providing financial literacy services to all County residents.**

FOURTEENTH: 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.

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

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

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

COUNTY OF WESTCHESTER

By: _____
Hugh J. Greechan
Commissioner
Department of Public Works and Transportation

**THE MUNICIPALITY
CITY OF MOUNT VERNON**

By: _____

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. _____ on the ___ day of _____, 20__.

Approved:

Sr. Assistant County Attorney
The County of Westchester
Mount Vernon Financial Empor. Center IMA.cmc.01 23.2024

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 20____, 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 _____, 20___, 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"

DESIGNATED SPACE

PROBATION

SCHEDULE "B"

FINANCIAL EMPOWERMENT CENTER INITIATIVE
SCOPE OF WORK



SCHEDULE "C"

PROPERTY OWNER'S CONSENT LETTER

Please see attached on the following page.

DRAFT

SCHEDULE "D"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor 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 Contractor'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 Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Contractor 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.