



Committee on Environment, Health & Energy

~AGENDA~

Monday, February 25, 2019

10:05 AM

Committee Chair: Nancy Barr

Committee Room, 148 Martine Avenue, 8th Floor, White Plains, NY 10601

www.westchesterlegislators.com

CALL TO ORDER

Joint with Budget & Appropriations and Social Services

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

1. **(ID # 11500) Act – Grant Agrmnt-Sexual Risk Avoidance Education Program:**

AN ACT authorizing the County of Westchester to enter into a grant agreement with the United States Department of Health and Human Services to accept grant funds to launch a Sexual Risk Avoidance Education Program and also to enter into intermunicipal agreements with the Cities of Mount Vernon, New Rochelle and White Plains for services to be funded with the grant funds.

Invited Guest

Dr. DaMia Harris. Executive Director - Youth Bureau

II. OTHER BUSINESS

Unfinished Business and any other agenda items to come before the Committee.

III. RECEIVE & FILE


ADJOURNMENT

Memorandum

 Office of the County Executive
 Michaelian Office Building

January 11, 2019

TO: Hon. Benjamin Boykin, Chair
 Hon. Alfreda Williams, Vice Chair
 Hon. Catherine Parker, Majority Leader
 Hon. John Testa, Minority Leader

FROM: George Latimer 
 Westchester County Executive

RE: **Message Requesting Immediate Consideration: Act – Enter into Grant Agreement – US Dept. of Health & Human Svcs. – Sexual Risk Avoidance Education Program.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators January 14, 2019 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Youth Bureau (the “Youth Bureau”), to enter into a grant agreement with the United States Department of Health and Human Services to accept grant funds to launch a Sexual Risk Avoidance Education Program in the cities of Mount Vernon, New Rochelle, White Plains and Yonkers, and related IMA.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for January 14, 2019 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

January 11, 2019

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 (the "County"), acting by and through its Youth Bureau (the "Youth Bureau"), to: 1) enter into a grant agreement with the United States Department of Health and Human Services to accept grant funds to launch a Sexual Risk Avoidance Education Program (the "Program") to address the need for teen pregnancy prevention, sexually transmitted disease prevention and youth engagement in the four highest need cities in Westchester, which includes Mount Vernon, New Rochelle, White Plains and Yonkers, in the total aggregate amount of \$225,000, for a term commencing on September 30, 2018 and continuing through September 29, 2019 (the "Grant Agreement"); and 2) enter into inter-municipal agreements ("IMAs") with the Cities of Mount Vernon, New Rochelle, and White Plains (the "Municipalities"), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$108,000, comprised of an amount not to exceed \$36,000 per Municipality, for a term commencing on September 30, 2018 and continuing through September 29, 2019.

Pursuant to the IMAs, the Municipalities will each deliver, to at least 40 youth, evidence based sexual risk avoidance education services, research-based youth development services, parent workshops and referrals to other services. The Program will operate after school in a public school setting.

The remainder of the grant funds will be used to enter into agreements with not-for-profit organizations for related services.

The Planning Department has advised that based on its review, the proposed Grant Agreement and the proposed IMAs described above are "Type II" actions under the State Environmental Quality Review Act, 6 NYCRR part 617. Type II actions are those actions determined not to have a significant effect on the environment and therefore, do not require further environmental review. As you know, your Honorable Board may use such expert advice to make its own conclusion.

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

Sincerely,

George Latimer
County Executive

Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the “County”), acting by and through its Youth Bureau (the “Youth Bureau”), to: 1) enter into a grant agreement with the United States Department of Health and Human Services to accept grant funds to launch a Sexual Risk Avoidance Education Program (the “Program”) to address the need for teen pregnancy prevention, sexually transmitted disease prevention and youth engagement in the four highest need cities in Westchester, which includes Mount Vernon, New Rochelle, White Plains and Yonkers, in the total aggregate amount of \$225,000, for a term commencing on September 30, 2018 and continuing through September 29, 2019 (the “Grant Agreement”); and 2) enter into inter-municipal agreements (“IMAs”) with the Cities of Mount Vernon, New Rochelle, and White Plains (the “Municipalities”), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$108,000, comprised of an amount not to exceed \$36,000 per Municipality, for a term commencing on September 30, 2018 and continuing through September 29, 2019.

Pursuant to the IMAs, the Municipalities will each deliver, to at least 40 youth, evidence based sexual risk avoidance education services, research-based youth development services, parent workshops and referrals to other services. The Program will operate after school in a public school setting.

The remainder of the grant funds will be used to enter into agreements with not-for-profit organizations for related services.

The Planning Department has advised that based on its review, the proposed Grant Agreement and the proposed IMAs described above are “Type II” actions under the State Environmental Quality Review Act, 6 NYCRR part 617. Type II actions are those actions determined not to have a significant effect on the environment and therefore, do not require further environmental review. Your Committee concurs with this conclusion.

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: _____, 2019
White Plains, New York

COMMITTEE ON

MG/12-1-18

FISCAL IMPACT STATEMENT

SUBJECT: SEXUAL RISK AVOIDANCE EDUCATION PROGRAM

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 \$ 225000

Total Current Year Revenue \$ 225000

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: Trust: T02U: 263-11-T02U-1010, 263-11-T02U-1650, 263-11-T02U-1651, 263-11-T02U-

1680, 263-11-T02U-4110, 263-11-T02U-4380, 263-11-T02U-3600

Potential Related Operating Budget Expenses: Annual Amount \$ 225,000

Describe: SRAEP Grant expenditures incurred by the Youth Bureau, salaries, fringe benefits, travel, contractual services and supplies.

Potential Related Revenues: Annual Amount \$ 225,000

Describe: Reimbursement by the Federal Government Department of Health and Human Services Administration for Children and Families Account: 263-11-T02U-9852

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

Current Year: \$15,968

Salaries \$9,125 and Fringe Benefits \$6,843

Next Four years: n/a

Prepared by: Bernie Dean



Title: Administrative Aide C.E.

Department: CEO/Youth Bureau


11/11/19

Reviewed By: _____



Budget Director

11/11/19

If you need more space, please attach additional sheets.

Attachment: ACT-Grant Agrmnt-Sexual Risk Avoidance Education Program-DRAFT (11500 : Grant Agrmnt-Sexual Risk Avoidance Education



Memorandum
Department of Planning

TO: Dr. DaMia Harris-Madden, Executive Director
Youth Bureau

FROM: Norma V. Drummond *NVD*
Commissioner

DATE: November 15, 2018

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR SEXUAL RISK
AVOIDANCE EDUCATION PROGRAM**

In response to your request, the Planning Department has reviewed the above referenced action with respect to the State Environmental Quality Review Act and its implementing regulations, 6NYCRR Part 617 (SEQR).

The action involves a grant from the United States Department of Health and Human Services to launch a Sexual Risk Avoidance Education Program to address the need for teen pregnancy prevention, sexually transmitted disease prevention and youth engagement in the four highest need cities in Westchester, which includes Mount Vernon, New Rochelle, White Plains and Yonkers. The grant will provide funding that will allow the County of Westchester to enter into intermunicipal contracts with the cities of Mount Vernon, New Rochelle and White Plains, acting by and through their youth bureaus, and contracts with the Nepperhan Community Center, Inc., the Dibble Institute, Community Change, Inc., and Metis Associates to operate the program and perform rigorous evaluations of the program. The program will operate afterschool at existing public school settings within the four municipalities. The program may also include parent workshops and referral services.

Since the program will not “change the use, appearance or condition of any natural resource or structure,” or otherwise affect the environment, with respect to the State Environmental Quality Review (SEQR) Act, the proposed contracts do not constitute an action as defined in section 617.2(b) of 6NYCRR Part 617. As such, no environmental review is required.

Please contact me if you need any additional information regarding this classification.

NVD/cnm

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

§5. This Act shall take effect immediately.

ACT NO. – 2019

AN ACT authorizing the County of Westchester to enter into a grant agreement with the United States Department of Health and Human Services to accept grant funds to launch a Sexual Risk Avoidance Education Program and also to enter into inter-municipal agreements with the Cities of Mount Vernon, New Rochelle, and White Plains for services to be funded with the grant funds.

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into a grant agreement with the United States Department of Health and Human Services to accept grant funds to launch a Sexual Risk Avoidance Education Program (the “Program”) to address the need for teen pregnancy prevention, sexually transmitted disease prevention and youth engagement in the four highest need cities in Westchester, which includes Mount Vernon, New Rochelle, White Plains and Yonkers, in the total aggregate amount of \$225,000, for a term commencing on September 30, 2018 and continuing through September 29, 2019 (the “Grant Agreement”).

§2. The County be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the Cities of Mount Vernon, New Rochelle, and White Plains (the “Municipalities”), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$108,000, comprised of an amount not to exceed \$36,000 per Municipality, for a term commencing on September 30, 2018 and continuing through September 29, 2019.

§3. Pursuant to the IMAs, the Municipalities will each deliver, to at least 40 youth, evidence based sexual risk avoidance education services, research-based youth development services, parent workshops and referrals to other services. The Program will operate after school in a public school setting.

INTERMUNICIPAL AGREEMENT

THIS 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

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

WHEREAS, the County desires that the Municipality provide a Youth Program; and

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

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

FIRST: The County shall reimburse the Municipality an amount not to exceed _____ (\$_____.00) Dollars, payable quarterly, which the Municipality shall use to provide the _____ Program as more particularly described in Schedule "A" and as budgeted in Schedule "B," both of which are attached hereto and made a part hereof, payable upon full contract execution and approval of the same by the Office of the Westchester County Attorney.

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

The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement 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.

Attachment: ACT-Grant Agrmnt-Sexual Risk Avoidance Education Program-DRAFT (11500 : Grant Agrmnt-Sexual Risk Avoidance Education

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

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

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

SECOND: 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.

THIRD: The term of this Agreement will commence _____ and terminate _____ unless terminated earlier as provided herein.

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

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

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

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

SIXTH: 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 Contractor, then the Contractor 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 Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: 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 and mailed to the following addresses:

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

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

White Plains, New York 10601

to the Municipality: _____

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

EIGHTH: 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.

NINTH: 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.

TENTH: 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.

ELEVENTH: The Contractor 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 Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

COUNTY OF WESTCHESTER

By: _____
County Executive

THE MUNICIPALITY

By: _____
(Name and Title)

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 20

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

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

DRAFT

Attachment: ACT-Grant Agrmnt-Sexual Risk Avoidance Education Program-DRAFT (11500 : Grant Agrmnt-Sexual Risk Avoidance Education

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 _____, and that he/she is
resides at _____, and that he/she is
the _____ of said municipal corporation.
(Title)

Notary Public County

Attachment: ACT-Grant Agrmnt-Sexual Risk Avoidance Education Program-DRAFT (11500 : Grant Agrmnt-Sexual Risk Avoidance Education

SCHEDULE "A"
SCOPE OF WORK

DRAFT

SCHEDULE "B"

BUDGET

DRAFT

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. 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.

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

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

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

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

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

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

DRAFT