

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester to enter into an intermunicipal agreement (“IMA”) with the City of White Plains for the period from January 1, 2012 through December 31, 2014 as follows:

AGENCY	Funding Year	County Funding	Agency Match	Total Agreement Amount
City of White Plains Youth Bureau (Step Up! Program)	2012	\$45,000	\$24,231	
	2013	\$45,000	\$24,231	
	2014	\$45,000	\$24,231	
Total Agreement Amount		\$135,000	\$72,693	\$207,693

Of the \$207,693 total agreement amount, \$135,000 will be provided by the County and \$72,693 will be provided by the City of New Rochelle.

The proposed agreement is for a unique initiative developed by partnerships of diverse service providers offering various programs for youth. This program, designed with youth input, was selected in response to an open Request for Proposals and based on assessment and review by a panel which included young people. This program was developed to address the needs of youth and encourage their growth into mature and productive adults and it focuses on resume and job assistance, college exploration and readiness. The program provides supports that highlight and help to prevent health risk behaviors by providing health education, community service projects, youth activism, cultural service projects, a safe place during time out of school, dropout prevention and/or academic services/education related services which all support positive youth development.

The Planning Department has advised your Committee that this Action is a Type “II” action under the State Environmental Quality Review Act and its implementing regulations, 6

NYCRR, Part 617.5(c)(20). A copy of the Planning Department's memorandum is attached hereto for your Honorable Board's review. Your Committee concurs with this conclusion.

It should be noted that the affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act.

Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to enter into this IMA. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: _____, 2012
White Plains, New York

C/V5-2

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: 2012-2014 Inter-municipal Agreements

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 \$ 69,231 (County \$45,000 & Municipalities \$24,231)

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 101-11-0400-4380

Potential Related Operating Budget Expenses: Annual Amount \$ 45,000

Describe: Contract with City of White Plains Youth Bureau for \$45,000 for Step Up Program

Estimate number of youths served: 65

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: 45,000

Next Four years: same as above

Prepared by: Patti Yuen

Title: Accountant III

Department: CEO/Youth Bureau


Reviewed By: 

Budget Director

5/2/12

If you need more space, please attach additional sheets.

TO: Mary Kate Cabaleiro, Coordinator
Youth Bureau

FROM: Edward Buroughs, AICP 
Commissioner

DATE: January 31, 2012

SUBJECT: **SEQR DOCUMENTATION FOR URBAN YOUTH INITIATIVES
INVEST-IN-KIDS CONTRACTS**

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 entering into agreements with the following agencies to fund the following youth programs under the County's Urban Youth Initiatives "Invest-in-Kids" 2012-2014 program cycle:

- White Plains Youth Bureau – STEP UP! Boys Program
- New Rochelle Youth Bureau – Strive Leadership Academy
- Peekskill Youth Bureau – Advancing Leadership Initiatives for Teens (LIFT)
- White Plains Youth Bureau – Healthy & Fit for Life
- White Plains Youth Bureau – Clubmen Higher Aims Program

The first three are existing programs that have been funded by the County's Urban Youth Initiatives program in the past. The last two are new programs involving health education and academic counseling for at-risk youth, which will be held at the White Plains Youth Bureau. Although new, these programs are typical youth services conducted at existing youth facilities. As such, all of these agreements may be classified as Type II actions, pursuant to section 617.5(c)(20), "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment." No further environmental review is required.

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

EEB/cnm

cc: David S. Kvinge, Director of Environmental Planning

ACT NO.

- 2012

AN ACT authorizing the County of Westchester to enter into inter-municipal Agreement with the City of White Plains for the provision of the Step Up! Program for positive youth development services.

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

Section 1. The County of Westchester is hereby authorized to enter into an inter-municipal agreement with the City of White Plains for the period January 1, 2012 through December 31, 2014 as follows:

AGENCY	Funding Year	County Funding	Agency Match	Total Agreement Amount
City of White Plains Youth Bureau (Step Up! Program)	2012	\$45,000	\$24,231	
	2013	\$45,000	\$24,231	
	2014	\$45,000	\$24,231	
Total Agreement Amount		\$135,000	\$72,693	\$207,693

§2. Pursuant to Act No. 2011- 179, no changes to contracts between the County and any agencies providing Invest in Kids Fund programs are permitted without the prior approval of the Board of Legislators.

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

§4. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

AGREEMENT, made the _____ day of _____, 2012 by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601,

(hereinafter referred to as the "County"),

and

THE CITY OF WHITE PLAINS, 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 the Step Up! Program on behalf of the County; and

WHEREAS, the Municipality desires to provide the Step Up! Program on behalf of the County.

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

FIRST: The County shall pay to the Municipality an amount not-to-exceed FORTY FIVE THOUSAND DOLLARS (\$45,000.00) Dollars per year for a total amount not to exceed ONE HUNDRED THIRTY FIVE THOUSAND (\$135,000.00) DOLLARS for the total contract term, which the Municipality shall use to provide the Step Up! Program, as more particularly described in Schedule "A" which is 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. The approximate number of children to be served pursuant to this program is sixty-five (65) per year, for a total number of one hundred ninety-five (195) for the contract term. Pursuant to Act No. 2011- 179, no changes to this contract providing Invest in Kids Fund programs shall be permitted without the prior approval of the Westchester County Board of Legislators.

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 quarterly reports to be submitted within thirty (30) days of the expiration of each quarter which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

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

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of seven 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 professional services, the submission of reports and the approval of same by the County Executive or his duly authorized designee ("County Executive").

SECOND: The Municipality agrees:

(i) that except for the amount, if any, of damage contributed to, caused by or resulting from the 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 this Agreement;

and

(ii) 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.

THIRD: The term of this Agreement will commence January 1, 2012 and terminate December 31, 2014, 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.

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

(b) In the event the Commissioner 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 Town. 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: 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:

Coordinator - Youth Bureau
Westchester County
112 E. Post Road, 3rd floor
White Plains, New York 10601

With a copy to:

County Attorney
148 Martine Avenue, 6th Floor
White Plains, New York 10601

To the Municipality:

Director of the Youth Bureau
City of White Plains
Main Street
White Plains, New York 10601

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

SEVENTH: 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.

EIGHTH: 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.

NINTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. 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 Town. 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.

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

COUNTY OF WESTCHESTER

By: _____
(Name and Title)

CITY OF WHITE PLAINS

By: _____
(Name & Title)

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. _____-2012.

Approved by the Westchester County Board of Acquisition and Contract at a meeting duly held on the _____ day of _____ 2012.

Approved by the City Council of the City of White Plains on the _____ day of _____, 2012.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester
I/YOB/88258/WP Step Up! IMA

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2012, before me personally came

_____, to me known, and known to me to be the

_____ of _____,

the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ 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 _____
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2012, 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 is
the _____ of said municipal corporation.
(title)

Notary Public County
Notary Public County

SCHEDULE "A"

SCOPE OF SERVICES

Draft