

Seniors & Youth Meeting Agenda



Committee Chair: José Alvarado

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

Monday, May 9, 2022

10:00 AM

Committee Room

CALL TO ORDER

Joint meeting with B&A

MINUTES APPROVAL

April 18, 2022 at 10AM Minutes

I. ITEMS FOR DISCUSSION

[2022-215](#) **IMA-Youth Development Program-Mount Vernon**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon pursuant to which the municipality will provide certain youth development services under its Youth Development Program, for the period commencing retroactively on January 1, 2022 and expiring on December 31, 2022 for a total amount not to exceed ONE HUNDRED SIXTY THREE THOUSAND, NINE HUNDRED SEVENTY SIX (\$163,976) DOLLARS.

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

Joint with B&A

Guest: Westchester County Youth Bureau; Dr. DaMia Harris-Madden, Executive Director

[2022-216](#) **IMA-Tarrytown-Sleepy Hollow Summer Day Camp-Tarrytown**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Tarrytown (the "Village") for the purpose of operating the Tarrytown/Sleepy Hollow Summer Day Camp in the amount of FORTY-FOUR THOUSAND, ONE HUNDRED FORTY-SEVEN (\$44,147) DOLLARS.

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

Joint with B&A

Guest: Westchester County Youth Bureau; Dr. DaMia Harris-Madden, Executive Director

[2022-229](#) **HON. CATHERINE BORGIA - ACT - Ossining Union Free School District Basics Program**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Ossining Union Free School District ("Ossining") pursuant to which Ossining will provide its Ossining Basics Program for the period from January 1, 2022 through December

31, 2022 for a total amount not to exceed TWO THOUSAND, FIVE HUNDRED TWENTY-THREE (\$2,523) DOLLARS.

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

Guest: Superintendent, Ossining Union Free School District, Dr. Raymond Sanchez

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

George Latimer
County Executive

April 18, 2022

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

Dear Honorable Members of the Board of Legislators:

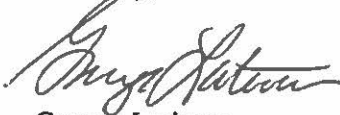
Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA would be for a term commencing retroactively on January 1, 2022 and expiring on December 31, 2022, for a total amount not to exceed One Hundred Sixty Three Thousand Nine Hundred and Seventy Six (\$163,976.00) Dollars, payable quarterly, in accordance with an approved budget.

Under the IMA, the Municipality would continue to provide unique youth development program initiatives and services under the Youth Development Program, which includes (i) the Safe Haven Program (Safe Haven After-School, Summer Program, & Saturday STEAM), (ii) the Youth Empowerment program and (iii) the Step Up program (collectively, the "Programs"). The Programs will serve as youth development and juvenile delinquency prevention programs for approximately 230 at-risk County youth, ages 5-21. The Programs address the core elements of positive youth development through academic enrichment; social, recreational, and violence prevention activities, employment readiness training, and job placement for youth participants during after-school and summer hours. The Programs have been funded in the past and have a proven track record for providing successful positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of program goals and their ability to increase positive youth development. The Programs' outcomes will be tracked and monitored by evaluation of the Programs' data, monthly, quarterly, and annual reports submitted to the Westchester County Youth Bureau, and through site visits by the Westchester County Youth Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

The proposed IMA 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 14, 2022, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

I have been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof relating to youth service projects. Based on the importance of these Programs to the County, your favorable action on the proposed Act is respectfully requested.

Sincerely,

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

George Latimer
County Executive

GL/jpi
Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Youth Bureau, to enter into an inter-municipal agreement (the “IMA”) with the City of Mount Vernon (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA will be for a term commencing retroactively on January 1, 2022 and expiring on December 31, 2022, for an amount not to exceed One Hundred Sixty Three Thousand Nine Hundred and Seventy Six (\$163,976.00), payable quarterly, in accordance with an approved budget.

Under the IMA, the Municipality would continue to provide unique youth development initiatives and services under its Youth Development Program, which includes (i) the Safe Haven Program (Safe Haven After-School, Summer Program, & Saturday STEAM), (ii) the Youth Empowerment program and (iii) the Step Up program (collectively, the “Programs”).

The Programs would serve as youth development and juvenile delinquency prevention programs for approximately 230 at-risk County youth, ages 5-21. The Programs address the core elements of positive youth development through academic enrichment; social, recreational, and violence prevention activities, employment readiness training, and job placement for youth participants during after-school and summer hours. The Programs have been funded in the past and have a proven track record of providing successful positive youth development. The Programs will administer

internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of program goals and their ability to increase positive youth development. The Programs' outcomes will be tracked and monitored by evaluation of the Programs' data, monthly, quarterly, and annual reports submitted to the Westchester County Youth Bureau, and through site visits by the Westchester County Youth Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

The proposed IMA 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 14, 2022, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

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. It should

be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Based on the importance of the Programs to the County, your favorable action on the proposed Act is respectfully requested.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Mt. Vernon Youth Program 2022

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 \$ 163976

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 101-52-2508-5100

Potential Related Operating Budget Expenses: Annual Amount \$ 163,976

Describe: Contract with the City of Mount Vernon, pursuant to which the City, acting by and through its Youth Bureau, would provide its Youth Empowerment Program, Safe Haven Program, Step Up Program and After School Program, for the period from January 1, 2022 through December 31, 2022.

Potential Related Revenues: Annual Amount \$ _____

Describe: _____

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

Current Year: 163,976

Next Four years: 0

Prepared by: Bernie Dean *SD*

Title: Financial Administrator

Department: CEO/Youth Bureau

2/10
Reviewed By: *[Signature]*

Budget Director

4/15/22

If you need more space, please attach additional sheets.

ACT NO. 2022 - _____

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon pursuant to which the municipality will provide certain youth development services under its Youth Development Program, for the period commencing retroactively on January 1, 2022 and expiring on December 31, 2022 for a total amount not to exceed One Hundred Sixty Three Thousand Nine Hundred and Seventy Six (\$163,976.00) Dollars.

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

SECTION 1. The County of Westchester (the “County”), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide youth development services under its Youth Development Program, including (i) the Safe Haven program (Safe Haven After-School, Summer Program, & Saturday STEAM), (ii) the Youth Empowerment program, and (iii) the Step Up program (collectively, the “Programs”). The IMA will be for a term commencing on retroactively on January 1, 2022 and expiring on December 31, 2022, for an amount not to One Hundred Sixty Three Thousand Nine Hundred and Seventy Six (\$163,976.00), payable quarterly in accordance with an approved budget.

§ 2. 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.

§ 3. This Act shall take effect immediately.

INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT (“Agreement”), made the ____ day of _____, 2022, 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 MOUNT VERNON, a municipal corporation of the State of New York, having an office and place of business at One Roosevelt Square, Mount Vernon, New York 10550 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality, acting by and through its Youth Bureau, provide certain youth development services under its Youth Development Program; and

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

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

FIRST: The Municipality shall provide one or more Youth Development program (s), as more fully described in **Schedule “A,”** which is attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence retroactively as of January 1, 2022 and shall terminate on December 31, 2022, unless terminated earlier pursuant to the provisions of this Agreement. The term of this Agreement may only be extended by the

Westchester County Youth Bureau Executive Director (the “Director”) in writing, and after receipt of all applicable legal approvals.

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

THIRD: The *total* cost of the Work, shall not exceed \$163,976.00, payable quarterly, pursuant to an approved budget. Funds for this Work shall be divided amongst the following youth programs:

The Safe Haven Program (Safe Haven After-School, Summer Program, & Saturday STEAM), for a not to exceed amount of \$84,513.00, the Youth Empowerment program for a not to exceed amount of \$48,706.00, and the Step Up program for a not to exceed amount of \$30,757.00.

The County shall pay the Municipality for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports forms in the manner prescribed by the Director.

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. 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.

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

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

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

FIFTH: The Municipality understands and acknowledges that the County currently maintains a Vendor Document Repository at <http://www.westchestergov.com/vendorportal> (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").

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"):

- a.) The Municipality is doing so 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 must be changed, the Municipality shall upload an updated version of such document for this Agreement within ten (10) business days of the need for such change arising; and
- d.) Notwithstanding any other provision of this Agreement, the Municipality must, at a minimum, update each Repository Document at least once per calendar year.

SIXTH: 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 its 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.

SEVENTH: (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 “A.”

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 state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

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

TENTH: 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.

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

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

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

to the Municipality: City of Mount Vernon
 One Roosevelt Square
 Mount Vernon, NY 10550

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

TWELFTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

THIRTEENTH: 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.

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

FOURTEENTH: 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.

FIFTEENTH: 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.

SIXTEENTH: 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.

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

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

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

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

COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

THE CITY OF MOUNT VERNON

By: _____
Mayor, City of Mount Vernon

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2022 - .

Approved by the Mt. Vernon City Council on the day of , 2022.

Approved:

Senior Assistant County Attorney
The County of Westchester

s/CJPI/YOB/Mt.Vernon.Youth.IMA.4.5.22

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

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

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

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
WESTCHESTER COUNTY YOUTH BUREAU
INDIVIDUAL PROGRAM APPLICATION**

Implementing Agency: City of Mount Vernon	Program Title: Safe Haven After-School / Summer / CIT and STEAM
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FUND AMOUNTS:		
Total Program Amount: \$84,513	Funds Requested: \$84,513	Cost Per Youth: \$608.66

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2.	Last Name: Rodriguez	First Name: Glen	Title: Accounting Clerk

AGENCY / MUNICIPALITY INFORMATION:			
Implementing Agency is (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-6007305			
Agency Website: www.cmvny.com		Implementing Agency/Municipality: City of Mount Vernon Youth Bureau	
Mailing Street Address: One Roosevelt Square			
Suite/Floor/Room # / P.O. Box:	City: Mount Vernon	State: NY	Zip Code: 10550

AGENCY / MUNICIPALITY EXECUTIVE DIRECTOR:			
Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director	
Phone Number: (914) 665-2344	Extension:	Fax: (914) 665-1373	Email: Dburrell@cmvny.com

PROGRAM CONTACT PERSON:			
Last Name: Treasure	First Name: Carolyn	Title: Program Director	
Phone Number: (914) 665-7495	Extension:	Fax: (914) 665-1373	Email: Ctreaure@cmvny.com

PERIOD OF ACTUAL PROGRAM OPERATION:			
HOURS OF OPERATION: 3pm - 5pm	Days of operation: 5 Days	From: 1/1/2022	To: 12/31/2022
Other <input type="checkbox"/> explain: Some Saturdays are included for the STEAM program activities and trips			

X Debbie Burrell-Butler 3-2-22

EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE

DATE

PROGRAM TITLE Safe Haven After-School / Summer / CIT and STEAM

PROJECTED TOTAL PROGRAM ENROLLMENT 140
<p>PROGRAM SUMMARY: The <u>Safe Haven After-School Drop In Program</u> provides academic support in services in ELA, Science, Social Studies and Math at Grimes and Cecil Parker schools in an effort to close the learning gap, which has increased in the wake of the pandemic. The objective of the program is as follows: Participants will meet or exceed high standards for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency. The Mount Vernon Youth Bureau has provided a safe and nurturing environment for youth ages 6-12 through the Safe Haven Program for more than twenty (20) years. Free homework assistance and enrichment activities allow for children in low income families to experience positive youth development opportunities that would otherwise not be available.</p> <p>Participants in the <u>Safe Haven Summer Program</u> will have a safe and exciting place to spend their time during the summer break, five days a week from 9:00am – 5:00pm. Participants are offered the opportunity to experience various field trips as well as STEAM activities, health and wellness projects which include physical fitness classes, music arts and crafts. The Safe Haven Program also provides participants that have previously been served through the program with opportunities to work as Councilors in Training (CITs) and/or Tutors.</p> <p><u>Safe Haven Saturdays STEAM Academy</u> was created to provide academic enrichment programming for students in grades 2nd – 6th grades on Saturdays, during the winter months. This program encourages academic and career exploration in the fields of Science, Technology, Engineering Arts and Math. To support the New York State Education Department's Regent Agenda and Common Core State Standards, The Mount Vernon Youth Bureau will collaborate with parochial, public and charter schools to provide a combination of traditional and non-traditional strategies to attract students who are disengaged from math and science. Program activities include science experiments, field trips and STEAM projects. The program operates out of the Mount Vernon Public Library in person, however, will revert to virtual should the COVID cases increase.</p>

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Grimes k-8 school	58 So. 10th Ave Mt Vernon, NY 10550	87	36	City of Mt Vernon Planning Board	N/A
Parker k-8 school	461 So 6 th Ave Mt Vernon, NY 10550	87	36	City of Mt Vernon Planning Board	N/A
Mt Vernon High School (summer)	100 California Road Mt. Vernon, NY 10552	87	36	City of Mt Vernon Planning Board	N/A

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

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 65	# Female 75
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ETHNICITY (Enter number of participants per ethnic group)			
White 5	Black or African American 10	Two or more races 15	Hispanic or Latino 19
American Indian or Alaskan Native	Asian 1	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)						No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages: (enter # of participants in population described)	0-6 / 10	7-9 / 50	10-13 / 70	14-17	18-20	21+	
If "Yes," indicate number of youth:	Youth aging out of foster care: 5			Children of incarcerated parents: 5			
Youth in the juvenile justice system who re-enter the community				Runaway and homeless youth: 10			

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS

(These eight features of effective youth development settings serve as quality standards for youth programs)

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

The Safe Haven program will operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures annually. Registration forms, attendance logs and accident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physical and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately if and when a verbal or physical confrontation begins. There is a zero-tolerance policy regarding violence.

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

Program staff will ensure appropriate boundaries and expectations for participants by conducting an orientation for participants and parents. During orientation, staff will communicate the objectives and expectations of the program, as well as the contact information for staff. Participants and parents will be asked to sign a written agreement which will confirm the participants willingness to adhere to the program's rules and procedures. Program offerings and activities will be age and developmentally appropriate. Staff will maintain the onus of contacting parents in the event that a participant is non-compliant and/ or needs additional support.

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

Program staff will be qualified, responsible adult role models who are familiar with the internal functions of the schools and the youth development framework. Staff will ensure that youth and families are connected to community support services and will be able to address school, youth and family concerns on an ongoing basis.

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

Given the 98 nationalities present within the city of Mount Vernon, outreach to students from diverse backgrounds will be conducted on an ongoing basis. Program offerings and activities will be relevant, age and culturally appropriate.

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

The Mount Vernon Youth Bureau will employ staff who are familiar with the elementary, middle and high school population and the structure of the Mount Vernon City School District. Staff will ensure appropriate boundaries and expectations for youth and community. Staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

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

Staff will provide support and encouragement to young people engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities. Youth will plan and implement community projects which will lead to efficacy.

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

Staff will provide guidance and instruction to young people engaged in various program activities, leading to increased decision-making and resistance skills. Staff will implement the youth development model, focusing on asset building.

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

Staff will interact with school, youth and families as needed to address concerns and will provide feedback to school and families as requested. The Mount Vernon Youth Bureau implements the Mount Vernon Communities That Cares coalition (MVCTC), which is modeled from the Communities That Cares model and aims to reduce risk factors and increase protective factors. Staff will attend monthly MVCTC meetings as well as other community network meetings to ensure that information pertaining to the Step Up! Program is shared and resources are coordinated. Families, community members, government officials and the media will be invited to participate in program events.

Monitoring and Evaluation Methods

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

All programs will be monitored through weekly and monthly meetings, reports and site visits conducted by the Executive Director and/ or Deputy Director. Program staff will receive training annually on NYS OCFS regulations, policies, and/or State and Local Laws pertaining to safety. Members of the Youth Board will monitor program sites on a semi-annual basis to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

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

A work plan indicating goals, objectives, services (specific activities), outcomes, time frame and evaluation process will be developed by the Coordinator during the first month of the program and updated on a monthly basis. The work plan will be reviewed and monitored by the Executive and/ or Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director. Progress on outcomes will be evidenced by attendance and activity sign in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored on a quarterly basis. Attainment of specific skill sets will be evidenced by certificates of completion and written materials such as resumes, cover letters, thank you letters and projects. Annual reports will reflect the evaluation of the program.

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

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

IMPLEMENTING CONTRACTOR:
Mt Vernon Youth Bureau

PROGRAM TITLE:
Safe Haven after-school/
summer/STEAM

LIFE AREA: (Enter Code & Description)	3ED EDUCATION
GOAL: (Enter Code & Description)	311. Children will leave school prepared to live, learn and work in a community as contributing members of society.
OBJECTIVE: (Enter Code & Description)	311. Students will meet and exceed high standards for academic performance and demonstrate knowledge and skills required for life-long learning and self-sufficiency.
SOS: (Enter Code & Description)	0311. Academic Support Services: Programs and services which provide resources to support youths' optimal academic performances.
HOW MUCH: (Enter Code & Description)	140
HOW WELL: (Enter Code & Description)	0311B.2 - 80% of the program's activities will use quality assessment tools.
BETTER OFF: (Enter Code & Description)	0311C.1 - 85% of the youth will improve their academic performance.

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

PARTICIPANT GENDER:	MALE <u>65</u> FEMALE <u>75</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN <u>105</u> HISPANIC OR LATINO <u>15</u> AMERICAN INDIAN OR ALASKAN NATIVE <u>19</u> ASIAN <u>1</u> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES _____ OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 <u>65</u> 10-14 <u>75</u> 15-17 _____ 18-20 _____ 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? IF "YES," PLEASE DESCRIBE: _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

SCHEDULE B - Budget Request
 WESTCHESTER COUNTY YOUTH BUREAU
 PROGRAM BUDGET
 BOL/MISC

For the Period of Operation: January 1, 2022 - December 31, 2022	
Agency Name: Mount Vernon Youth Bureau	Program Title: Safe Haven

1. PERSONAL SERVICES			
Position/Title	Rate of Pay	Basis: (H, W, BW, SM)	Budget Requested
2 TEACHER AIDE (10HRS*31WKS)	\$ 25	H	\$ 15,500
4 TEACHER AIDE (10HRS*31WKS)	\$ 20	H	\$ 24,800
STEAM TEACHER AIDE (18HRS*6 WKS)	\$ 25	H	\$ 2,700
2 STEAM TEACHER AIDE (18HRS*6 WKS)	\$ 20	H	\$ 4,320
SUMMER TEACHER AIDE (30HRS*6 WKS)	\$ 25	H	\$ 4,500
3 SUMMER TEACHER AIDE (30HRS*6 WKS)	\$ 20	H	\$ 10,800
PROGRAM DIRECTOR	\$ 32	H	\$ 5,056
TOTAL SALARIES AND WAGES:			\$ 67,676
TOTAL FRINGE BENEFITS:			5,177
TOTAL PERSONAL SERVICES (1)			\$ 72,853

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS			
Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H, W, BW, SM)	Budget Requested
6 SUMMER STIPEND	350 00		\$ 2,100.00
DANCE INSTRUCTOR	2,000 00		\$ 2,000.00
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 4,100

3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)	
Category	Budget Requested
Supplies	\$ 1,616
Rent	
Utilities	
Telecommunications	344
Trips	\$ 3,540
Insurance	
Other Costs (Consumables)	2,060
TOTAL OTPS (3)	
	\$ 7,560

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	84,513
TOTAL WCYB FUNDS REQUESTED @ 100%	84,513
TOTAL CASH MATCH @ 0%	-

ATTACHMENT B-1

AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau

PROGRAM TITLE: SAFE HAVEN

ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Dry erase boards, constructions paper, glue sticks, pencils, markers, crayons, paint, play dough, glitter, scissors, bins, tissue paper, yarn, pompoms, pipe cleaners, craft ticks, tape, beads, strings and container with covers.	1,616
Rent		
Utilities		
Telecommunications	One hotspot at \$28.70 per month for 12 months	344
Travel	3 buses at \$750, Admission for 60 kids (2) at \$34 per child	3,540
Insurance		
Other Costs (Consumables)	Snacks for STEAM and Summer	2,060
3. TOTAL OTPS		\$ 7,560

DRAFT

**SCHEDULE A
WESTCHESTER COUNTY YOUTH BUREAU
INDIVIDUAL PROGRAM APPLICATION**

Implementing Agency: Mount Vernon Youth Bureau	Program Title: Youth Empowerment
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FUND AMOUNTS:		
Total Program Amount: \$48,706	Funds Requested: \$48,706	Cost Per Youth: \$1,623.53

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2.	Last Name: Rodriguez	First Name: Glen	Title: Account Clerk

AGENCY /MUNICIPALITY INFORMATION:			
Implementing Agency is. (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-6007305			
Agency Website: www.cmvny.com		Implementing Agency/Municipality: Mt. Vernon Youth Bureau	
Mailing Street Address: One Roosevelt Square			
Suite/Floor/Room # / P.O. Box: 3 rd Fl	City: Mt. Vernon	State: NY	Zip Code: 10550

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR:			
Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director	
Phone Number: 914-665-2344	Extension:	Fax: 914-665-1373	Email: Dburrell@cmvny.com

PROGRAM CONTACT PERSON:			
Last Name: Bacote	First Name: Lauren	Title: Program Director	
Phone Number: 914-665-2346	Extension:	Fax: 914-665-1373	Email: lbacote@cmvny.com

PERIOD OF ACTUAL PROGRAM OPERATION:			
HOURS OF OPERATION: 3.30pm – 5.30pm	Days of operation: Mon – Fri.	From: Jan. 1, 2022	To: Dec. 31, 2022
Other <input type="checkbox"/> explain:			

X *Debbie Burrell-Butler* 3-2-22

EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE DATE

PROGRAM TITLE Youth Empowerment

PROJECTED TOTAL PROGRAM ENROLLMENT 30
PROGRAM SUMMARY: <p>The Youth Empowerment Program addresses the unemployment dilemma within the city of Mount Vernon by providing after-school and summer jobs to at risk youth. While there has been a focus to prepare juvenile delinquents and youth that are under the courts supervision for the workforce, the scope of the project has expanded to include youth with barriers to employment such as: low income status; homeless or foster care status; basic skills deficiencies; lack of job readiness, presentation and communication skills; and work experience. During the last contract year, 100% of youth served and received job readiness skills training which will include workshops on resume and cover letter writing; interviewing skills; mock interviews; job search techniques; web 2.0 job search skills; completing online job applications; work ethics; communication and presentation skills; time & money management; organizational skills; and volunteerism. Soft skills training will be delivered through the READI Curriculum, an intervention created by the Westchester-Putnam Workforce Development Board. The acronym represents: Respect, Enthusiasm, Articulate, Dependable and Initiative. The READI curriculum covers soft skills such as communication, problem solving, work ethics and goal setting.</p>

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
City Hall	1 Roosevelt Square	87 th	36th	City of Mt. Vernon Planning Board	N/A
Wartburg	1 Wartburg Place	87 th	36 th	City of Mt. Vernon Planning Board	N/A

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

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 16	# Female 15
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ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American 20	Two or more races 5	Hispanic or Latino 5
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)						No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages (enter # of participants in population described)	0-6	7-9	10-13 (5)	14-17 (20)	18-20 (5)	21+	
If "Yes," indicate number of youth	Youth aging out of foster care		Children of incarcerated parents 12				
Youth in the juvenile justice system who re-enter the community			Runaway and homeless youth				

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS

(These eight features of effective youth development settings serve as quality standards for youth programs)

<p>1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.</p>
<p>The program will operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures annually. Registration forms, attendance logs and accident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physical and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately when a verbal or physical confrontation begins. Psychological Safety- Staff will receive training in PYD 101 to ensure the highest quality of psychological safety for all participants. The existing staff have received training rooted in prevention and resiliency science to promote participants' overall well-being. Activities are designed to be safe, healthy and nurturing. Norms to include confidentiality, inclusion, and respect for others will be established and maintained by participants to foster an environment of psychological safety.</p>
<p>2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control, continuity and predictability; clear boundaries; age appropriate monitoring</p>
<p>Program staff will ensure appropriate boundaries and expectations for participants by conducting an orientation for participants and parents. During orientation, staff will communicate the objectives and expectations of the program, as well as the contact information for staff. Participants and parents will be asked to sign a written agreement which will confirm the participants willingness' to adhere to the program's rules and procedures. Program offerings and activities will be age and developmentally appropriate. Staff will maintain the onus of contacting parents in the event that a participant is non-compliant and/ or needs additional support.</p>
<p>3. Supportive Relationship: Warmth; closeness, connectedness, good communication, caring, support, guidance; secure attachment, responsiveness.</p>
<p>Program staff will be qualified, responsible adult role models who are familiar with the internal functions of the schools and the youth development framework. Staff will ensure that youth and families are connected to community support services and will be able to address school, youth and family concerns on an ongoing basis.</p>
<p>4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disabilities, social inclusion, social engagement, and integration, opportunities for socio-cultural identity formation, support for cultural and bicultural competence.</p>
<p>Given the 98 nationalities present within the city of Mount Vernon, outreach to students from diverse backgrounds will be conducted on a ongoing basis. Program offerings and activities will be relevant, age and culturally appropriate. The Bureau's staff have experience in serving the special populations which include youth who are classified as low income, minority, disabled, homeless, foster care, English language learners (ELL) and youth who identify as LGBTQIA</p>

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

The Mount Vernon Youth Bureau staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms. Youth will receive training through the evidenced based curriculums and adult role models on how to establish and adhere to appropriate personal, family, school, and neighborhood boundaries. Staff will model appropriate pro-social behavior and interaction and intervene as necessary to correct inappropriate behavior. Staff will encourage praise for good behaviors; therefore, staff will acknowledge positive actions through certificates, articles on the Bureau's social media accounts, and announcements during community wide events.

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

Staff will provide support and encouragement to young people engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through the Youth Bureaus Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) program. Youth will plan and implement community projects which will lend to efficacy.

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

Staff will provide guidance and instruction to young people engaged in various program activities, leading to increased decision-making and resistance skills. Staff will implement the youth development model, focusing on asset building. Opportunities will be provided for participants to publically demonstrate their social justice actions through the Bureau's youth empowerment events.

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

Staff will interact with school, youth and families as needed to address concerns and will provide feedback to school and families as requested. The Mount Vernon Youth Bureau implements the Mount Vernon Communities That Cares coalition (MVCTC), which is modeled from the Communities That Cares model and aims to reduce risk factors and increases protective factors. Staff will attend monthly MVCTC meetings as well as other community network meetings to ensure that information pertaining to the Safe Haven Program is shared and resources are coordinated. Families, community members, government officials and the media will be invited to participate in program events.

Monitoring and Evaluation Methods

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

All programs will be monitored through weekly and monthly meetings, reports and site visits conducted by the Executive Director and/ or Deputy Director. Program staff will receive training annually on NYS OCFS regulations, policies, and/or State and Local Laws pertaining to safety. Members of the Youth Board will monitor program sites on a semi-annual basis to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

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

A work plan indicating goals, objectives, services (specific activities), outcomes, time frame and evaluation process will be developed by the Coordinator during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and/ or Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director. Progress on outcomes will be evidenced by attendance and activity sign in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored on a quarterly basis. Attainment of specific skill sets will be evidenced by certificates of completion and written materials such as resumes, cover letters, thank you letters and projects. Annual reports will reflect the evaluation of the program.

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

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

IMPLEMENTING CONTRACTOR: Mount Vernon Youth Bureau
PROGRAM TITLE: Youth Empowerment

LIFE AREA: <i>(Enter Code & Description)</i>	1ES: ECONOMIC SECURITY
GOAL: <i>(Enter Code & Description)</i>	11: Youth will be prepared for their eventual economic self-sufficiency
OBJECTIVE: <i>(Enter Code & Description)</i>	111: Youth seeking Summer jobs will have employment opportunities
SOS: <i>(Enter Code & Description)</i>	0119: Employment opportunities
HOW MUCH: <i>(Enter Code & Description)</i>	30
HOW WELL: <i>(Enter Code & Description)</i>	0119B.2: 80% of staff with training and/or certification in employment services
BETTER OFF: <i>(Enter Code & Description)</i>	0119C.1: 85% of the youth will improve their work skills

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

PARTICIPANT GENDER:	MALE <u>15</u> FEMALE <u>15</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOSE NOT TO ANSWER _____
ETHNICITY: <i>(Enter number of participants per ethnic group)</i>	WHITE _____ BLACK OR AFRICAN AMERICAN <u>20</u> HISPANIC OR LATINO <u>5</u> AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES <u>5</u> OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 _____ 10-14 (<u>3</u>) 15-17 (<u>20</u>) 18-20 (<u>5</u>) 21+ <u>2</u>
IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
IF "YES," PLEASE DESCRIBE:	_____

SCHEDULE B - Budget Request
 WESTCHESTER COUNTY YOUTH BUREAU
 PROGRAM BUDGET
 BOL-MISC 100%

For the Period of Operation: January 1, 2022 - December 31, 2022	
Agency Name: Mount Vernon Youth Bureau	Program Title: Youth Empowerment

1. PERSONAL SERVICES

Position/Title	Rate of Pay	Basis: (H.W.BW, SM)	Budget Requested
1 TEACHER AIDE (10HRS*6WKS)	\$ 45	H	\$ 3,082
1 TEACHER AIDE (10HRS*12 WKS)	\$ 45	H	\$ 6,163
10 YOUTH (10*6 WKS) SUMMER	\$ 15	H	\$ 18,000
10 YOUTH-AFTER-SCHOOL (10*6 WKS) FALL	\$ 15	H	\$ 9,000
10 YOUTH-AFTER-SCHOOL (10*6 WKS) WINTER	\$ 15	H	\$ 9,000
TOTAL SALARIES AND WAGES:			\$ 45,245
TOTAL FRINGE BENEFITS:			3,461
TOTAL PERSONAL SERVICES (1)			\$ 48,706

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis (H.W, BW, SM)	Budget Requested
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -

3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)

Category	Budget Requested	
Supplies		
Rent		
Utilities		
Telecommunications		
Tnps		
Consumables		
Miscellaneous		
TOTAL OTPS (3)		\$ -

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	48,706
TOTAL WCYB FUNDS REQUESTED @ 100%	48,706
TOTAL CASH MATCH @ 0%	-

**SCHEDULE A
WESTCHESTER COUNTY YOUTH BUREAU
INDIVIDUAL PROGRAM APPLICATION**

Implementing Agency: Mount Vernon Youth Bureau	Program Title: STEP UP!
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FUND AMOUNTS:		
Total Program Amount: \$30,757	Funds Requested: \$30,757	Cost Per Youth: \$512.62

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2.	Last Name: Rodriguez	First Name: Glen	Title: Accounting Clerk

AGENCY /MUNICIPALITY INFORMATION:			
Implementing Agency is: (check box)	<input type="checkbox"/>	Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-6007305			
Agency Website: www.cmvny.com		Implementing Agency/Municipality: Mt. Vernon Youth Bureau	
Mailing Street Address: One Roosevelt Square			
Suite/Floor/Room # / P O Box: 3rd Fl.	City: Mount Vernon	State: NY	Zip Code: 10550

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :			
Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director	
Phone Number: (914) 665-2347	Extension:	Fax: (914) 667-1373	Email: dburrell@cmvny.com

PROGRAM CONTACT PERSON:			
Last Name: Woodbury	First Name: Wayne	Title: Program Director	
Phone Number: (914) 840-4009	Extension:	Fax: (914) 667-1373	Email: wwoodbury@cmvny.com

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION: 8:00am-3:00pm	Days of operation, Mon. – Fri.	From: 1/1/2022	To: 12/31/2022
Other <input checked="" type="checkbox"/> explain: Summer Academy for 6 weeks, Monday – Friday 9am – 1pm			

X Debbie Burrell-Butler 3-2-22

EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE

DATE

PROGRAM TITLE Step Up Boys

PROJECTED TOTAL PROGRAM ENROLLMENT 60

PROGRAM SUMMARY: The Mount Vernon Youth Bureau's StepUp Program combines the evidenced based framework of the Search Institute's, 40 Developmental Assets and OJJDP's Comprehensive Gang Model to reduce the risk of gang involvement and juvenile delinquency amongst males ages 7-17. The Step Up program provides opportunities provision and social intervention, which increases protective factors within the community during in and out of school time. The program works to serve the highest risk youth and the targeted audience is African American males. National indicators and local data suggest that the risk of youth becoming involved in gang initiations, assaults, in-school suspensions and risky behaviors increases during middle school age. However, research shows that intervention at an earlier age may result in higher success rates. Surveys collected by staff that have developed relationships with troubled youth support the premise that intervention is necessary for elementary to high school students who have had a number of school suspensions, academic failures and/ or have joined gangs for protection within their neighborhoods and schools.

The program has evidenced a reduction in risk factors such as gang involvement, recidivism and delinquent offenses such as truancy and school suspensions. Step Up has served more than 800 young men over the last thirteen (13) years. Last year, of the 175 participants served, 75% showed a reduction in behavioral incidents as measured by school incident reports. Additionally, 75% of the participants were connected to employment opportunities and demonstrated increased job readiness skills.

The StepUp Summer Academy is a learn and earn program. In the Academy, 26 participants meet four days a week for six weeks, from 9:00am – 1:00pm. Staff conduct workshops that include lectures from city and county officials on topics such as: gang resistance, leadership skills, the workforce, law enforcement and roll play in areas of government. They also participate in writing workshops/journaling and receive tutoring in math. Youth are also exposed to conflict resolution techniques, avoidance risky behaviors, drug prevention, mock interviews and STEAM field trips. The Step-Up program has had success in intervening with youth that have been high ranking members of local street gangs and/or involved in the court system. The Summer Academy gives them another option to make constructive use of leisure time and earn money legally. Step Up has created a collaboration between local criminal court, judges, probation officers and police, to ensure summer jobs and outreach to the youth at higher risk.

PROGRAM SITES- Most significant (3 Maximum)

Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Graham k-8	421 East 5 th Street Mount Vernon, NY 10553	87	36	City of Mt. Vernon Planning Board	N/A
Columbus k-8	455 North High Street Mt Vernon, NY 10552	87	36	City of Mt. Vernon Planning Board	N/A
Grimes k-8	58 So 101 Ave Mt. Vernon, NY 10550	87	36	City of Mt. Vernon Planning Board	N/A

Schedule A-WCYB-Start-Up Plan

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

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 60	# Female
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ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American 35	Two or more races 11	Hispanic or Latino 13
American Indian or Alaskan Native	Asian 1	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)					No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages. (enter # of participants in population described)	0-6	7-9 (16)	10-13 (41)	14-17 (3)	18-20	21+
If "Yes," indicate number of youth	Youth aging out of foster care		Children of incarcerated parents 5			
Youth in the juvenile justice system who re-enter the community			Runaway and homeless youth			

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

<p>1. Physical & Psychological Safety: Safe and health-promoting facilities, practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.</p> <p>The Executive and Deputy Director continue to re-iterate the importance of a safe and healthy facility during site visits and Professional Development workshops. Staff will deliver programs that increase peer group interaction and decreases unsafe or confrontational peer interaction. The Program Director will communicate this to all worksite supervisors, community-based organizations and community stakeholders, the importance of ensuring each location hosting programs meets the safety requirements and are physically safe for all. Staff will also provide a psychologically safe environment for the young men and mentor peer to peer interaction. Currently the StepUp Director has a private office in the Department of the Youth Bureau located in City Hall and classrooms at various school which meet the physical and psychological safety requirements of the program psychologically safe environment for youth and monitor peer to peer interaction.</p>

<p>2. Appropriate Structure: Limit setting, clear and consistent rules and expectations, firm enough control; continuity and predictability, clear boundaries, age appropriate monitoring.</p> <p>The Program Director and staff will ensure proper boundaries and coordinated activities deemed age and developmentally appropriate are delivered. A program orientation for both participants and parents will state the program expectations and will be reiterated throughout the program year. All nessasary information, such as contact information for the program, will be provided to participants, parents and caregivers.</p>
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3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program staff are qualified and are considered by previous participants and parents to be caring and responsible adults. The program director and support staff are considered to be role models, have excellent communication skills, take pride in building relationships with the participants and parents, as well as with the schools' personnel and the community.

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

The StepUp program is an all-male program. However, referrals of at-risk females are made when necessary to other programs within the Bureau. The City of Mount Vernon has 98 different nationalities and although the program services predominately minority (African American & Hispanic), the MVYB does not discriminate and has an open-door policy that services all race, ethnicities, genders, and cultures.

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

Staff will ensure appropriate boundaries and expectations for youth and community. Staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

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

Staff will provide support and encouragement for the young men to be engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through the Youth Bureau's Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) program. Youth will aid in planning and implement community projects such as the Lights on After School Rally, Black History Challenge, Spring into Health, World Aids Day, and Earth Day events. All of which will support the youths effort to make a difference in their community.

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

Staff will focus on participants qualities and challenges as a guide to increase positive youth development skills which lead to self-sufficiency. The young men will be exposed to the growing STEAM workforce: have hands-on working experiences; opportunities to learn cultural acceptance by taking field trips which include exposure to college campuses; academies which increase communication skills; preparation for employment by completing employment applications and mock interviews; opportunities to develop social skills and receive mentorship which helps in decision-making and increased resistance skills.

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

The StepUp program has and will continue collaboration with the MVPD, MVCSD, Westchester County Department of Probation, and City Courts to make the program beneficial to its participants and their families. The Program Director will continue to interact with schools, youth and families as needed to address concerns. Feedback to and from schools, families, and law enforcement will be provided when requested. Families, community members, government officials, program administrators and the media will be invited to participate in program events.

Monitoring and Evaluation Methods

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

The MYYB will stay in compliance with the funding sources reporting and monitoring policies and guidelines. The Program Director will submit monthly, quarterly and annual statistical measurement reports on the County's web-based reporting system on or before the due dates. The Director will also monitor the program daily and will meet with their immediate supervisor at least once a month. The meetings will discuss obstacles, program enhancements, progress, goal attainment, etc. Program staff will receive training annually from an NYS OCFS representative who will provide detailed workshops on OCFS regulations, policies and/or State and Local Laws pertaining to safety in after-school programs. Reports will be reviewed, and site visits will be conducted by the executive Director and Deputy Director. Members of the Youth Board will also periodically monitor program sites. Visits will be both announced and unannounced to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

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

A workplan indicating goal, objectives, services (specific activities), outcomes, milestones, time frame and evaluation process will be developed by the Director during the first month of program and updated monthly. The work plan will be reviewed and monitored by the Executive and Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director and/or Deputy Director. Progress on outcomes will be evidenced by attendance and activity sign-in sheets as well as youth and parents satisfaction surveys. Qualitative and Quantitative data on academic performances and social/emotional behaviour will be compiled during the enrollment process and monitored every quarter as evidenced with youth report cards and progress reports. Attainment of specific skill sets will be evidenced by certificates of completion and written materials such as resumes, cover letters, thank you letters and projects. Annual reports will reflect the evaluation of the program. In an effort to capitalize on the programs strengths and tackle its weaknesses, the Program Director and staff will also collect written feedback and testimonials from parents, caregivers and participants.

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

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

IMPLEMENTING CONTRACTOR: Mount Vernon Youth Bureau
PROGRAM TITLE: Step Up

LIFE AREA: (Enter Code & Description)	4CVC: Citizenship / Civic Engagement
GOAL: (Enter Code & Description)	41: Children and youth will demonstrate good citizenship as law-abiding contributing members of their families, schools and communities.
OBJECTIVE: (Enter Code & Description)	418: Children and youth will refrain from violence and other illegal behaviors.
SOS: (Enter Code & Description)	0421 Juvenile Delinquency Prevention Services: Such programs provide youth court, juvenile justice diversion services, juvenile aid bureau/officer, gang & violence prevention/intervention.
HOW MUCH: (Enter Code & Description)	60
HOW WELL: (Enter Code & Description)	0421B.3 % of programs or activities assessed using a research-based quality assessment tool (such as NYSPQA, NYSAN, YPQA) and achieving an above average score (such as PQA score of 3.0 or higher)
BETTER OFF: (Enter Code & Description)	0421C.2 #,% of youth with reduced high-risk behaviors.

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

PARTICIPANT GENDER:	MALE 60 FEMALE TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN 36 HISPANIC OR LATINO 13 AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN 1 NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES 11 OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 16 10-14 41 15-17 5 18-20 10 21+
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? IF "YES," PLEASE DESCRIBE: _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

**SCHEDULE B - Budget Request
WESTCHESTER COUNTY YOUTH BUREAU
PROGRAM BUDGET
BOL/MISC**

For the Period of Operation: January 1, 2022 - December 31, 2022			
Agency Name: Mount Vernon Youth Bureau			Program Title: Step Up
1. PERSONAL SERVICES			
Position/Title	Rate of Pay	Basis (H,W,BW, SM)	Budget Requested
1 STEP UP DIRECTOR	\$ 25	H	\$ 3,500
5 COMMUNITY WORKER AIDE - FALL	\$ 15	H	\$ 4,500
5 COMMUNITY WORKER AIDE - WINTER	\$ 15	H	\$ 4,500
TOTAL SALARIES AND WAGES:			\$ 12,500
TOTAL FRINGE BENEFITS:			\$ 956
TOTAL PERSONAL SERVICES (1)			\$ 13,456

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS			
Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis (H,W, BW, SM)	Budget Requested
26 YOUTH - STEP UP ACADEMY-SUMMER	\$300 per/yrh		7,800
3 Counselor In Training	\$350 per/yrh		1,050
Leadership, Sign Language, Health & Wellness, and Training	\$ 3,000		3,000
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 11,850

3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)	
Category	Budget Requested
Supplies	491
Rent	
Utilities	
Telecommunications	\$ 250
Travel	\$ 3,750
Insurance	
Other Costs (Consumables)	\$ 960
TOTAL OTPS (3)	
	\$ 5,451

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	30,757
TOTAL WCYB FUNDS REQUESTED @ 100%	30,757
TOTAL CASH MATCH @ 0%	-

OTPS - ATTACHMENT B-1

AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau

PROGRAM TITLE: Step Up

ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Activity supplies	\$ 401.00
Rent		
Utilities		
Telecommunications	Zoom for \$250 at \$20.83 per month.	\$ 250
Travel	3 buses at \$750. Admission for 30 kids (2 trips) at \$50 per child	\$ 3,750
Insurance		
Other Costs (Consumables)	Snacks for the Summer	\$ 960
3. TOTAL OTPS		\$ 5,451

DRAFT

SCHEDULE "C"
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.

George Latimer
County Executive

April 15, 2022

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

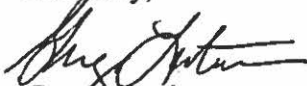
Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate its positive youth development program known as the Tarrytown/Sleepy Hollow Summer Day Camp (the "Program") for youth ages 3 through 11 years for the period January 1, 2022 through December 31, 2022. Activities offered at the camp will include arts and crafts, theater, games, swimming, and summer activities. In consideration for the positive youth development program offered, the County will provide funding assistance to the Village in an amount not to exceed Forty-Four Thousand One Hundred and Forty-Seven (\$44,147.00) Dollars pursuant to an approved budget. This Program and its components have been successfully funded in the past.

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 revised memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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

Sincerely,



George Latimer
County Executive

GL/DHM/CM/JPG
Attachment

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an inter-municipal agreement ("IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate the Tarrytown/Sleepy Hollow Summer Day Camp (the "Program") for youth ages 3 through 11 years for the period January 1, 2022 through December 31, 2022. Activities offered at the camp will include arts and crafts, theater, games, swimming, and summer activities. In consideration for services rendered, the County will provide funding assistance to the Village in an amount not to exceed Forty-Four Thousand One Hundred and Forty-Seven (\$44,147.00) Dollars pursuant to an approved budget. This Program and its components have been successfully funded in the past.

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 revised memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. Your Committee has reviewed the attached SEQRA status sheet and concurs with this conclusion.

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

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

s: JG 4-11-22

FISCAL IMPACT STATEMENT

SUBJECT: Tarrytown/Sleepy Hollow Summer Day Camp 2022

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 \$ 44147

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 101-52-2508-5100

Potential Related Operating Budget Expenses:

Annual Amount \$ 44,147

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

Potential Related Revenues:

Annual Amount \$ _____

Describe: _____

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

Current Year: _____

Next Four years: _____

Prepared by: _____

BD

Title: Financial Administrator

Department: CEO/Youth Bureau

BD

Reviewed By: _____

[Signature]

Budget Director

If you need more space, please attach additional sheets.

ACT NO. 2022 - _____

AN ACT authorizing the County of Westchester to enter into an inter-municipal Agreement with the Village of Tarrytown (the "Village") for the purpose of operating the Tarrytown/Sleepy Hollow Summer Day Camp in the amount of \$44,147

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an inter-municipal agreement (the "IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate its Tarrytown/Sleepy Hollow Summer Day Camp for youth ages 3 through 11 years, for the period January 1, 2022 through December 31, 2022.

§2. In consideration for services rendered, the County will provide funding assistance to the Village in an amount not to exceed Forty-Four Thousand One Hundred and Forty-Seven (\$44,147.00) Dollars pursuant to an approved budget.

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

§4. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2022 by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the “County”),

and

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

WITNESSETH:

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

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

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

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

SECOND: The term of this Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2022 unless terminated earlier pursuant to the provisions of this Agreement.

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

THIRD: The *total* cost of the Work, shall not exceed Forty Four Thousand One Hundred and Forty Seven (\$44,147) Dollars. The County shall pay the Municipality for performance of the Work hereunder, an amount not to exceed Forty Four Thousand One Hundred and Forty Seven (\$44,147)

Dollars for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports forms in the manner prescribed by the County.

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

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

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

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

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

FOURTH: The Municipality understands and acknowledges that the County currently maintains a Vendor Document Repository at <http://www.westchestergov.com/vendorportal> (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").

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"):

- a.) The Municipality is doing so 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 must be changed, the Municipality shall upload an updated version of such document for this Agreement within ten (10) business days of the need for such change arising; and
- d.) Notwithstanding any other provision of this Agreement, the Municipality must, at a minimum, update each Repository Document at least once per calendar year.

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

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

failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

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

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

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

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

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

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

EIGHTH: 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.

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

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

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

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

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

TENTH: 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.

ELEVENTH: 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.

TWELFTH: 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.

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

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

COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

THE MUNICIPALITY

By: _____
Richard Slingerland
Village Administrator/ Village of Tarrytown

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. _____ on the ___ day of _____, 2022.

Approved:

Sr. Assistant County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 2022, 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

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 _____, 2022, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____
(Title)

the municipal corporation described in and which executed the above certificate, who being by me
duly sworn did depose and say that he, the said _____
resides at _____, and that
he/she is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"

Implementing Agency: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Camp
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FUND AMOUNTS:		
Total Program Amount: 130,000	Funds Requested: 44,147	Cost Per Youth: 680

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Arduino	First Name: Joseph	Title: Recreation Supervisor
2.	Last Name: Slingerland	First Name: Joseph	Title: Village Administrator

AGENCY /MUNICIPALITY INFORMATION:			
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-600-7334			
Agency Website: www.tarrytowngov.com		Implementing Agency/Municipality: Village of Tarrytown	
Mailing Street Address: 1 Depot Plaza Tarrytown, N.Y. 10591			
Suite/Floor/Room # / P.O. Box	City: Tarrytown	State: N.Y.	Zip Code: 10591

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

PROGRAM CONTACT PERSON:			
Last Name: Arduino	First Name: Joseph	Title: Recreation Supervisor	
Phone Number: 914-909-1095	Extension: 1095	Fax:	Email: jarduino@tarrytowngov.com

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION: 8:30a - 4:00p	Days of operation: Mon-Fri	From: July 5 th	To: Aug. 12 th
Other <input type="checkbox"/> explain:			

X _____
X _____

EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE
DATE

PROGRAM TITLE: Tarrytown/Sleepy Hollow Day Camp

PROJECTED TOTAL PROGRAM ENROLLMENT 190	Attendance
PROGRAM SUMMARY: The recreation department in the village of Tarrytown provides summer Tot & Day Camp programs to residents of both Tarrytown and Sleepy Hollow. The programs provide 6 weeks of summer time activities for all youth ages 3-11. Activities at the tot camp are: theme days, color days, entertainment on site [clowns, musicians, and learning about animals] arts & crafts, music and swimming twice a week at the Tarrytown recreation pool.	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
	238 W. Main Street Tarrytown N.Y. 10591 [Tarrytown Rec. pool]	92	35		

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

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 107	# Female 83
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ETHNICITY (Enter number of participants per ethnic group)			
White 85	Black or African American 32	Two or more races	Hispanic or Latino 85
American Indian or Alaskan Native	Asian 8	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)						No <input type="checkbox"/>	Yes <input type="checkbox"/>
Ages: (enter # of participants in population described)	0-6 73	7-9 94	10-13 23	14-17	18-20	21+	
If "Yes," indicate number of youth:	Youth aging out of foster care: NA		Children of incarcerated parents: NA				
Youth in the juvenile justice system who re-enter the community: NA			Runaway and homeless youth: NA				

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Monitoring and Evaluation Methods

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

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

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

If program popularity dips (as a result of attendance) the program would get refined in order to attract a larger group of youth.

DRAFT

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

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

IMPLEMENTING CONTRACTOR:
Village of Tarrytown

PROGRAM TITLE:
Tarrytown/ Sleepy Hollow Summer
Day Camp

LIFE AREA: (Enter Code & Description)	2PEH
GOAL: (Enter Code & Description)	21
OBJECTIVE: (Enter Code & Description)	211
SOS: (Enter Code & Description)	0232
HOW MUCH: (Enter Code & Description)	0232A.1
HOW WELL: (Enter Code & Description)	0232B.1
BETTER OFF: (Enter Code & Description)	0232C.3

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

PARTICIPANT GENDER:	MALE <u>107</u> FEMALE <u>83</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOOSE NOT TO ANSWER
ETHNICITY: (Enter number of participants per ethnic group)	WHITE <u>65</u> BLACK OR AFRICAN AMERICAN <u>32</u> HISPANIC OR LATINO <u>85</u> AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN <u>8</u> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES _____ OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 <u>150</u> 10-14 <u>40</u> 15-17 _____ 18-20 _____ 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? IF "YES," PLEASE DESCRIBE: _____	X <input type="checkbox"/> No <input type="checkbox"/> Yes

TOUCHSTONES
(Adapted from the New York State Office of Children and Family Services)
Form 5003 Instructions
INDIVIDUAL PROGRAM APPLICATION
 Program Summary-Program Components

Implementing Contractor: Enter name of incorporated contractor responsible for program.

Program Title: Enter the title of the program.

Each program will select:

- 1 Life Area
- 1 Goal per Life Area
- 1 Objective per Goal
- 1 Service, Opportunity and Support (SOS)
- 1 How Much
- 1 How Well
- 1 Better Off

Example:

Step 1: For the Program Component, identify the **Life Area** to be addressed and the appropriate code

1 ES: ECONOMIC SECURITY

You would enter code **1ES**

Step 2: Select the **GOAL** to be targeted and its code.

11 Goal: Youth will be prepared for their eventual economic self sufficiency.

You would enter code **11**.

Step 3: Select the objective to be achieved. Choices under this goal include:

111 Objective: Youth will have skills, attitudes and competencies to enter college, the work force or other meaningful activities.

112 Objective: Young adults who can work will have opportunities for employment.

113 Objective: Youth seeking summer jobs will have employment opportunities
 if you selected Objective **111** - Youth will have skills attitudes and competencies to enter college, the work force or other meaningful activities

You would enter code **111**.

Step 4: Select from the following choices the Services Opportunities and Supports that your program offers

Services, Opportunities, and Supports

0119	Employment Opportunities
0120	Work Readiness Skills
0121	Career Development Supports
0122	College Exploration Opportunities
0123	Life Skills Supports

If you selected Services, Opportunities and Supports 0121 Career Development Supports

You would enter code **0121**.

Page 7 of 10

Step 5: Enter the Performance Measures to be achieved. Choices under this SOS include:

Performance Measures

How Much

- 0121A.1 # of youth enrolled in the program (unduplicated)

How Well

- 0121B.1 % of youth who completed the program
- 0121B.2 % of youth reporting satisfaction with the program

Better Off

- 0121C.1 %% of youth with increased understanding of career interests
- 0121C.2 %% of youth with defined career occupational objectives
- 0121C.3 %% of youth who can name one skill they learned in the program

Note: a selection from each question must be indicated

Step 6: Enter the following data on your projected target population (in whole numbers not percentages) for those youth participating in –Career Development Supports):

Please use whole numbers, not percentages.

- Gender
- Ethnicity
- Ages
- And if serving Disconnected Youth, identify the number (not percentages) in group (i.e. youth aging out of foster care, children of incarcerated parents, youth in juvenile justice system who re-enter community, runaway and homeless youth).

Special Notes:

Each Life area has its own set of Goal(s), Objectives and Services, Opportunities and Supports. Once you identify the Life Area your program is addressing, you must use the Goal(s), Objectives and Services, Opportunities and Supports listed under it.

SCHEDULE "B"

Jan. 1, 2022-Dec 31, 2022	Contract # "To Be Assigned"
Village of Tarrytown	Tarrytown/Sleepy Hollow Summer Day camps

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
[8] counselors X 30 hrs X 11/00/hr X 8 weeks	11.00/hr	30 hrs / week	21,120	
[9] counselors X 20 hrs X 11/hr X 8 weeks	11.00 hr	20 hrs/ week	15,840	
[3] specialist x 20.5 hrs X 14.61/hr x 8 weeks	14.50/hr	20.5 hrs	7,187	
TOTAL SALARIES AND WAGES			44,147	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$ 44,147	

2. CONTRACTED SERVICES AND STIPENDS

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

3. MAINTENANCE & OPERATION

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

TOTAL PROGRAM AMOUNT \$ 44,147

TOTAL WCYB FUNDS REQUESTED \$ 44,147

List Other Funding Sources	\$	Reimbursable Total
	44,147	
	-	Municipal Funding
	-	Other Sources

Approved

SCHEDULE "C"
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.

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

Your Committee is in receipt of a communication from the Chairman of the Board of Legislators recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the Ossining Union Free School District (“Ossining”), pursuant to which Ossining will provide its Ossining Basics Program (the “Program”) for the period from January 1, 2022 through December 31, 2022. The County will pay Ossining an amount not to exceed Two Thousand Five Hundred Twenty-Three Five (\$2,523.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

Pursuant to the IMA, Ossining will provide the Program, a set of five easy and nurturing practices that stimulate brain growth in children from birth to age 3. The Program will help parents and caregivers of young children thrive cognitively, physically, socially and emotionally, and enter school better prepared.

Your Committee has determined that there is a clear and overwhelming need for the Program. Accordingly, Your Committee recommends authorizing the County to enter into the proposed IMA. The Department of Planning has advised 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 14, 2022, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered this proposed legislation authorizing the above-mentioned IMA and recommends its approval.

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

ACT NO. ___-20___

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with Ossining Union Free School District (“Ossining”) pursuant to which Ossining will provide its Ossining Basics Program for the period from January 1, 2022 through December 31, 2022 for a total amount not to exceed \$2,523.00.

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

Section 1. The County of Westchester (the “County”), is hereby authorized to enter into an inter-municipal agreement (the “IMA”) with Ossining, pursuant to which Ossining will provide its Ossining Basics Program for the period from January 1, 2022 through December 31, 2022, for a total amount not to exceed Two Thousand Five Hundred Twenty-Three (\$2,523.00) Dollars, payable in full upon execution of the IMA, in accordance with an approved budget.

§2. Ossining shall submit a written report, including statistics, to the County, of the program. Evaluations will be based on the extent to which objectives of the program were accomplished.

§3. The Chair of the Board of Legislators or the Chair’s designee (the “Chair”) is hereby authorized to execute and deliver all documents and take such actions as the Chair deems necessary or desirable to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

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, (hereafter the “County”),

and

OSSINING UNION FREE SCHOOL DISTRICT, a New York municipal corporation having an office and principal place of business 400 Executive Blvd. Ossining, NY 10562-4599, (hereafter the “Municipality”).

FIRST: The Municipality shall provide its Ossining Basics Program as described in Schedule “A” attached hereto and made a part hereof (the “Program”).

SECOND: The term of this Agreement shall be from January 1, 2021 through December 31, 2021, unless terminated earlier pursuant to the provisions of this Agreement.

THIRD: For the services to be performed pursuant to Paragraph “FIRST,” the County will pay the Municipality a total amount not to exceed Two Thousand One Hundred Seventy-Five (\$2,175.00) Dollars for the Program. Payment shall be made upon execution of this Agreement. No extra payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the services rendered under this Agreement, as all costs and expenses for said services are deemed to be included in the fee set forth above.

FOURTH: The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above in Section “THIRD” and any other costs for the Program shall be the obligation of the Municipality.

FIFTH: The Municipality will submit to the Chair of the Board of Legislators (“Chair”) a written program evaluation report using the criteria set forth in Paragraph “FIRST” upon execution of this Agreement. Evaluations will be based on the extent to which objectives of the program were accomplished.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality’s performance under this Agreement.

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 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.

SEVENTH: (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination, and Municipality shall reimburse to the County the amount of the lump-sum payment, pro-rated to the time remaining in the term of this Agreement. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Chair, and the Municipality shall direct any approved subcontractors to do the same.

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

EIGHTH: INSURANCE AND INDEMNIFICATION: All personnel and vehicles engaged in the Work shall at all times remain and be deemed the employees and property of the Municipality. The Municipality shall provide proof of insurance as set forth in the insurance requirements of Schedule "B" of this Agreement. Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "B, it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

In addition to, and not in limitation of the insurance requirements set forth in this Agreement, the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the acts of the County or its agents and representatives, the Municipality shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the Work performed by the Municipality or its agents, contractors or employees and of the acts or omissions hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) except for any actions instituted as a result of damage contributed to, caused by or resulting from the acts of the County or its agents, employees or representatives as set for in subdivision (a) above, 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 the conduct of the Work by the Municipality or its agents, contractors or employees and to bear all other costs and expenses related thereto.

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

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

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

ELEVENTH: The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party.

TWENTH: 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 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. For each and every year for which this Agreement continues, the Municipality shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

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

FOURTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

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

To the County: Chair, Westchester County Board of Legislators
Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

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

To the Municipality: OSSINING UNION FREE SCHOOL DISTRICT
400 Executive Blvd.
Ossining, NY 10562-4599

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

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

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

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

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

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no

way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTIETH: All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

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

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

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

THE MUNICIPALITY

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No. _____ duly adopted on the
day of _____, 20____.

Approved

Sr. Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____,
(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, Village 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

(Village Board, Village Board, Municipality 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 _____, 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 is

the _____ of said municipal corporation.

(title)

Notary Public

County

SCHEDULE "A"

The Municipality will implement its Ossining Basics program (the "Program"). The Program is based on The Boston Basics, a set of five easy and nurturing practices that stimulate brain growth in children from birth to age 3 to help parents and caregivers of young children thrive cognitively, physically, socially and emotionally, and enter school ready to learn. The Municipality will conduct outreach to families in the Ossining Community with literature, posters and banners.

DRAFT

SCHEDULE "B"
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