


June 1, 2023

TO: Hon. Vedat Gashi, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: **IMA – Yonkers – Sixth Grade Leadership Academy.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 5, 2023 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would amend Act 2023-42, which authorized the County of Westchester (“County”), acting by and through its Youth Bureau (“Youth Bureau”), to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 5, 2023 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

May 30, 2023

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 amend Act 2023-42, which authorized the County of Westchester ("County"), acting by and through its Youth Bureau ("Youth Bureau"), to enter into an inter-municipal agreement ("IMA") with the City of Yonkers ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality would provide a Sixth Grade Leadership Academy ("Program"), in order to change the expiration date of the IMA from June 30, 2023 to December 31, 2023.

Act 2023-42 authorized the County to enter into the IMA for a term commencing on July 1, 2022 and expiring on June 30, 2023, in the total aggregate amount of \$200,000, of which the County would pay an amount not to exceed \$100,000, pursuant to an approved budget, and Municipality would contribute \$100,000 in matching funds.

Now, as a result of unforeseen circumstances and delays in the Program the Municipality has requested additional time to complete the Program as planned. Accordingly, the Youth Bureau has determined that it would be in the County's best interest to change the expiration date of the IMA from June 30, 2023 to December 31, 2023 noting that the IMA has not yet been executed. The total not-to-exceed amount of the IMA will remain unchanged.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh and eighth grades. The Program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school. The curriculum will include weekly lessons that focus on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

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

The Planning Department has advised that the proposed IMA does not meet the definition of an action under the 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 12, 2023, which is on file with the Clerk of your Honorable Board.

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

Sincerely,

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

George Latimer
County Executive

**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 amend Act 2023-42 which authorized the County of Westchester ("County"), acting by and through its Youth Bureau ("Youth Bureau"), to enter into an inter-municipal agreement ("IMA") with the City of Yonkers ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality would provide a Sixth Grade Leadership Academy ("Program"), in order to change the expiration date of the IMA from June 30, 2023 to December 31, 2023.

Act 2023-42 authorized the County to enter into the IMA for a term commencing on July 1, 2022 and expiring on June 30, 2023, in the total aggregate amount of \$200,000, of which the County would pay an amount not to exceed \$100,000, payable pursuant to an approved budget, and Municipality would contribute \$100,000 in matching funds.

Now, as a result of unforeseen circumstances and delays in the Program the Municipality has requested additional time to complete the Program as planned. Accordingly, the Youth Bureau has determined that it would be in the County's best interest to change the expiration date of the IMA from June 30, 2023 to December 31, 2023 nothing that the IMA has not yet been executed. The total not-to-exceed amount of the IMA will remain unchanged.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh

and eighth grades. The Program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school. The curriculum will include weekly lessons that focus on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

Your Committee is advised that the proposed IMA will benefit the Municipality and its Youth Bureau by helping sixth grade students transition into middle school.

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

The Planning Department has advised that the proposed IMA does not meet the definition of an action under the 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 12, 2023, which is on file with the Clerk of your Honorable Board.

Your Committee has carefully considered this matter and recommends approval of the Act, noting that it requires not more than an affirmative vote of a majority of the members of your Honorable Board.

Dated: _____, 20_____
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Yonkers YB-6th Grade Leadership Academy

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 \$ 100000

Total Current Year Revenue \$ 0

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 101-11-0400-4380

Potential Related Operating Budget Expenses: Annual Amount \$ 100,000

Describe: The Youth Bureau will provide a Sixth Grade Leadership Academy Program which includes transitioning sixth grade students into middle school through weekly lessons, guest instructor, and an end-of-the-year conference. City of Yonkers required to provide \$100,000 cash match

Contract Period: 7/1/22 - 12/31/23

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: \$0

Next Four years: n/a

Prepared by: Bernie Dean *BD*

Title: Financial Administrator

Department: CEO/Youth Bureau

DJO

Reviewed By: *[Signature]*

Budget Director

5/31/23

If you need more space, please attach additional sheets.

ACT NO. ____-____

AN ACT authorizing the County of Westchester to amend Act 2023-42 to change the expiration date of an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program from June 30, 2023 to December 31, 2023

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

SECTION 1. Section 1 of Act 42-2023, is hereby amended as follows:

“SECTION 1. The County of Westchester (“County”), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (“Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy (“Program”) which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference for a term commencing retroactively on July 1, 2022 and expiring on [June 30, 2023] December 31, 2023, in the total aggregate amount of Two Hundred Thousand (\$200,000) Dollars, comprised of an amount payable by the County not to exceed One Hundred Thousand (\$100,000.00) Dollars, payable pursuant to an approved budget, and Municipality matching funds in the amount of One Hundred Thousand (\$100,000.00) Dollars.”

§ 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

CITY OF YONKERS, a municipal corporation of the State of New York, having an office and place of business at 285 Nepperhan Avenue, Yonkers, New York 10701 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality provide a Positive Youth Development program entitled “6th Grade Leadership Academy” (the “Program”); and

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

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” attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence July 1, 2022 and terminate December 31, 2023, 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 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, including County funds and the Municipality contribution, shall not exceed Two Hundred Thousand (\$200,000) Dollars. The cost of the Work shall be paid as follows:

The Municipality shall contribute an amount not less than One Hundred Thousand (\$100,000) Dollars to the Work. The Municipality's contribution shall be made in the form set forth in the approved budget, attached hereto as Schedule "B" and made a part hereof ("Budget"). The County shall reimburse the Municipality an amount not to exceed One Hundred Thousand (\$100,000) Dollars, which the Municipality shall use to provide the Program as more particularly described in Schedule "A" and as budgeted in Schedule "B," payable quarterly, upon receipt and approval by the Office of the Westchester County Attorney of any claims submitted during such period of time.

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 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 six 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 shall procure and maintain insurance coverage as specified in Exhibit "C" attached hereto and made a part hereof. Notwithstanding the preceding sentence, the Municipality may provide proof of self-insurance in lieu of insurance policies. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any

and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

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

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

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

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the Director 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 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.

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

NINTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right

to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

TENTH: All notices given pursuant to this Agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested 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 Yonkers
 285 Nepperhan Avenue,
 Yonkers, New York 10701

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

ELEVENTH: 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.

TWELFTH: 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.

THIRTEENTH: 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.

FOURTEENTH: 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.

FIFTEENTH: 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.

SIXTEENTH: This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

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

THE COUNTY OF WESTCHESTER

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

THE CITY OF YONKERS

By: _____
Name: _____
Title: _____

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

Approved:

Assistant County Attorney
The County of Westchester

MUNICIPALITY 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

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

SCHEDULE "A"

PROGRAM TITLE: 6th Grade Leadership Academy

PROJECTED TOTAL PROGRAM ENROLLMENT: 80

Middle school is the period in a student's life that takes place after elementary school and before high school. Many of our Yonkers Schools end at 6th grade and our students are transferred to a new school to complete 7th and 8th grade, before entering high school. The Yonkers Youth Bureau recognizes that students in sixth grade are transitioning into adolescence, and as such have different physical, emotional, and cognitive needs.

The Yonkers Youth Bureau will host an 8 week after-school program to help 6th graders transition into middle school. We will teach them how to develop their authentic self and leadership skills to ready them to enter new middle school.

The curriculum will include weekly lessons that focus on self-development, leadership skills, etiquette, social skills, anti-bullying, academics and mental health. Lessons will be taught by (trained) on-site staff and special guest instructors, in various interactive and engaging ways to prevent boredom.

End of program / end of year: 6th Grade Leadership Academy Conference / Field Trip to allow all the participants to meet each other and test out new skills learned. This conference will take place outside of Yonkers. Transportation, lunch, and snacks will be included.

| PROGRAM SITES- Most significant (3 Maximum) | | | | | |
|---|--|---------------------|-----------------------|----------------------|-----------------------|
| Type | Address (Street, City, State, Zip) | Assembly District # | NYS Senate District # | Local Planning Board | City Council District |
| School | School 9 (53 Fairview St., Yonkers) | | | | |
| School | School 22 (1480 Nepperhan Ave., Yonkers) | | | | |
| Center | Nodine Hill Community Ctr. (140 Fillmore Ave., Yonkers) | | | | |

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

| | | | | | | |
|---|---|-----------|---------------------------|-----------------------|-------------------------|-----------|
| GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender) | | | | MALE <u>30</u> | FEMALE <u>50</u> | |
| ETHNICITY: (Enter number of participants per ethnic group) | WHITE | <u>10</u> | BLACK OR AFRICAN AMERICAN | <u>35</u> | HISPANIC OR LATINO | <u>20</u> |
| | AMERICAN INDIAN OR ALASKAN NATIVE | | _____ | | ASIAN | <u>5</u> |
| | NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER | | _____ | | TWO OR MORE RACES | <u>10</u> |

| | | | | | | |
|-------------|-----------|-----------|------------------|-------------|-------------|-----------|
| AGES | 0-4 _____ | 5-9 _____ | 10-14 (80) _____ | 15-17 _____ | 18-20 _____ | 21+ _____ |
|-------------|-----------|-----------|------------------|-------------|-------------|-----------|

IS TARGET POPULATION SERVING DISCONNECTED YOUTH: No Yes *At risk youth
(Enter number of participants per population described)

IF "YES", Youth aging out of foster care _____ Children of incarcerated parents _____
Youth in the juvenile justice system who re-enter the community _____ Runaway and Homeless Youth _____

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

This program will take place at a City owned facility and will adhere to NYS DOH, City of Yonkers, and COVID19 safety requirements. Trained staff will ensure a psychologically safe environment and monitor daily peer-to-peer interactions. Parents will be required to sign permission slips and share any important medical information. Youth participants and parents will be asked to sign code of conduct form that outlines the program rules and expected behavior, during the program.

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

Trained Youth Bureau staff / supervisors will ensure appropriate boundaries and expectations for all participants. Youth participants and parents will be required to sign a code of conduct form that outlines the program rules and expectations.

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

Youth Bureau will be onsite to be caring and responsible role models. We will speak with each participant 1:1 and their parent to get to know them better. This will help foster a healthy and supportive relationship, during and after the program.

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.

This program will be open to current Yonkers Youth who are in 6th grade. Program sites will be: onsite at schools, community centers and possibly libraries. The various sites will allow us to reach more youth.

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

Youth participants will be required to sign code of a code of conduct form that outlines the program rules and expectations. We remind the participants the rules and expectations throughout the program.

6. Support for Efficacy & Maturing: 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.

This leadership program will provide positive youth based practices that will focus on building leadership skills. During 1:1 meetings with each participant we will learn more about them helping us to build relationships. We will discuss program goals, their personal goals with respects to development, leadership, and community. The program will also have an end of program day conference outside of Yonkers.

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.

This program will provide numerous opportunities for skill building and leadership development. Activities include, but not limited to: team building & leadership exercises, role-playing scenarios, mental health, physical endurance and family/care taker involvement.

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

There is a Parent/Caregiver session which allows an opportunity for the Youth's Caregiver to participate; providing peer support and open conversations. The family participation is key to the success of this program and ensuring skills are retained.

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.

We will have various monitoring methods in place:

- 1:1 conversations to learn about personalities and leadership skills
- Leadership programs within that will focus on results
- Ongoing trainer team meetings will ensure program goals are met at each session

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.

We will have various evaluations methods in place:

- Parent and student evaluation questionnaires
- Youth participant end of program meetings
- Daily trainer meetings will ensure program goals are being met (end of night)

NEW YORK STATE
 OFFICE OF CHILDREN AND FAMILY SERVICES
 INDIVIDUAL PROGRAM APPLICATION
 Program Summary-Program Components

| |
|--|
| IMPLEMENTING AGENCY: Yonkers Youth Bureau |
| PROGRAM TITLE: 6th Grade Leadership Academy |

| | | |
|---|---------|--|
| LIFE AREA: (ENTER CODE AND DESCRIPTION) | 3ED | Education |
| GOAL CODE: (ENTER CODE AND DESCRIPTION) | 31 | Children will leave school prepared to live, learn and work in a Community as contributing members of society. |
| OBJECTIVE: (ENTER CODE AND DESCRIPTION) | 312 | Students will stay in school until successful completion. |
| SOS: (ENTER CODE AND DESCRIPTION) | 312 | Dropout Prevention Services: A program or service designed to support the retention of all students, and the prevention of dropouts from the most at-risk youth. These may include but are not limited to learning disabilities, bilingual education, alternative education, and other programs or services geared toward retention. |
| Performance Measures: (ENTER CODE AND DESCRIPTION) | | |
| How Much: | 0311A.1 | 80 of youth participating (unduplicated) |
| How Well: | 0312B.1 | 85% of staff with positive youth development training and/or with a Higher education |
| Better Off: | 0312C.1 | 75 / 95% of youth remaining in school |

SCHEDULE "B"

| | |
|--|---|
| For the Period of Operation July 1, 2022 - June 30, 2023 | Contract #: "To Be Assigned" |
| Agency/Municipality Name Yonkers Youth Bureau | Program Title: 6th grade Middle School Leadership Academy |

1. PERSONAL SERVICES

| Position Title | Rate of Pay | Basis (H,W,BW, SM) | Total Program Amount | Total Funds Requested for this Program |
|-----------------------------------|-------------|--------------------|----------------------|--|
| Youth Bureau Program Director | 50 00 | H | 5,000 | |
| Program Manager | 35 00 | H | 35,000 | |
| Program Manager / Lead Instructor | 60 00 | H | 20,000 | |
| Program Assistants (2) | 25 00 | H | 30,000 | |
| Instructors (8) | 40 00 | H | 60,000 | |
| | | | | |
| TOTAL SALARIES AND WAGES | | | 150,000 | |
| TOTAL FRINGE BENEFITS | | | | |
| TOTAL PERSONNEL SERVICES (1) | | | \$ 150,000 | |

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 |
|--|-------------|---------------|----------------------|--|
| Pamela Bond - Authenticity Coach | \$1,000 | s | 5,000 | |
| Stipends/Participant | \$150 | S | 12,000 | |
| Special Guest Speakers | \$1,000 | S | 3,000 | |
| TOTAL CONTRACTED SERVICES AND STIPENDS (2) | | | \$ 20,000 | |

3. MAINTENANCE & OPERATION

| | | |
|-------------------------------------|----------------------|-----------|
| Complete Attachment "E" | Total Program Amount | |
| TOTAL MAINTENANCE AND OPERATION (3) | | \$ 30,000 |

TOTAL PROGRAM AMOUNT \$ 200,000

TOTAL WCYB FUNDS REQUESTED \$ 200,000

| PROGRAM TOTAL BUDGET - ATTACHMENT E | | |
|---|--|---------------------|
| AGENCY/MUNICIPALITY NAME: Yonkers Youth Bureau | | |
| PROGRAM TITLE: - 6th Grade Leadership Academy | | |
| MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs) | | |
| ITEM | LIST DESCRIPTIONS | AMOUNT |
| Program Supplies | Program Supplies (books, handouts, etc.) apparel | \$ 7,500.00 |
| Maintenance/Equipment Repairs | | |
| Equipment Rentals | | |
| Equipment Purchases | | |
| Space Rentals (Indicate Rate/Basis/Type. MUST attach a voucher or copy of rental agreement to request reimbursement) | End of Season Conference - Venue Rental (w/ Food) | \$ 3,000.00 |
| Travel - (Include *Mileage Rate - *current 2014 rate is: @ \$0.56__ per mile; and is subject to change) | Conference Buses Student Transportation. Mileage | \$ 3,000.00 |
| Insurance | | |
| Utilities and Telephones | | |
| Other Costs | Program Food & Beverage | \$ 16,500.00 |
| 3. TOTAL MAINTENANCE AND OPERATION | | \$ 30,000.00 |
| Add additional information below; attach additional sheet if necessary | | |

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Youth & Human Services)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- i. Owned automobiles.
- ii. Hired automobiles.
- iii. Non-owned automobiles.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 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

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.