

# Seniors & Youth Meeting Agenda



800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
WestchesterLegislatorsNY.gov

Committee Chair: José Alvarado

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**Monday, May 18, 2026**

**10:00 AM**

**Committee Room**

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**Joint with B&A**

## CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, 8th Floor, White Plains, New York, 10601, and livestreamed via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view the meeting and its video recording online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/>. This website also provides the links to documents to be discussed at a given meeting.

**Legislator Jose Alvarado will be participating remotely from 285 Nepperhan Avenue, Yonkers, NY 10701**

**Legislator Jenn Puja will be participating remotely from 595 W. Hartsdale Avenue, White Plains, NY 10607**

## MINUTES APPROVAL

### I. ITEMS FOR DISCUSSION

1. [2026-200](#) **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 for the provision of certain youth development services under the Municipality's Youth Development Program, for the period commencing retroactively on January 1, 2026 and continuing through December 31, 2026, in a total amount not to exceed ONE HUNDRED FIFTY THOUSAND, SEVEN HUNDRED EIGHTEEN (\$150,718) DOLLARS.

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

Guest: Youth Bureau

Executive Director: Ernest McFadden

2. [2026-226](#) **IMA-Sixth Grade Leadership Academy Program-Yonkers**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program for the period

commencing retroactively on January 1, 2026 and expiring on December 31, 2026, for a total amount of ONE HUNDRED THIRTY-TWO THOUSAND (\$132,000) DOLLARS, comprised of an amount not to exceed SIXTY-SIX THOUSAND (\$66,000) DOLLARS payable by the County plus a 100% match.

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

Guest: Youth Bureau  
Executive Director: Ernest McFadden

**3. [2026-228](#) IMA-Tarrytown-Sleepy Hollow Summer Camp-Tarrytown**

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Tarrytown, pursuant to which the municipality will operate a positive youth development program known as the Tarrytown/Sleepy Hollow Summer Camp, for a term commencing retroactively on January 1, 2026 and expiring on December 31, 2026 for a total amount not to exceed TWENTY-NINE THOUSAND, ONE HUNDRED NINETY-THREE (\$29,193) DOLLARS.

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

Guest: Youth Bureau  
Executive Director: Ernest McFadden

## **II. OTHER BUSINESS**

## **III. RECEIVE & FILE**

## **ADJOURNMENT**

**Kenneth W. Jenkins**  
County Executive

April 20, 2026

Westchester County Board of Legislators  
148 Martine Avenue  
800 Michaelian Office Building  
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act, which, if adopted 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, for the provision of certain youth development services under the Municipality's Youth Development Program, for the period commencing retroactively on January 1, 2026 and continuing through December 31, 2026, in an amount not to exceed One Hundred Fifty Thousand Seven Hundred Eighteen and 00/100 (\$150,718.00) Dollars, payable quarterly pursuant to an approved budget and subject to appropriations.

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, (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 190 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 County has entered into agreements to provide these Programs in the past and they 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.

I have been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)(xviii) thereof, which exempts agreements for youth service and recreation 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 'KWJ', with a long horizontal flourish extending to the right.

Kenneth W. Jenkins  
County Executive

KWJ/JMQ/mcz

**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, for the provision of certain youth development services under the Municipality's Youth Development Program, for the period commencing retroactively on January 1, 2026 and continuing through December 31, 2026, in an amount not to exceed One Hundred Fifty Thousand Seven Hundred Eighteen and 00/100 (\$150,718.00) Dollars, payable quarterly pursuant to an approved budget and subject to appropriations.

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, (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 190 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 County has entered into agreements to provide these Programs in the past and they 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.

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, which exempts agreements for youth service and recreation projects.

Your Committee has been 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 9, 2026, which is on file with the Clerk of the Board of Legislators.

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 the annexed proposed Act for adoption.

Dated: \_\_\_\_\_, 2026  
White Plains, New York

# FISCAL IMPACT STATEMENT

SUBJECT: City of Mount Vernon

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      \$ 150718

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 \$ 150,718

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, and Step Up Program for the period from January 1, 2026 through December 31, 2026.

Potential Related Revenues:      Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

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

Current Year:      150,718

Next Four years:      0

Prepared by: Gregg Peterson

Title:      Financial Coordinator

Department: CEO/Youth Bureau

Reviewed By: \_\_\_\_\_

Budget Director

4/15/26

If you need more space, please attach additional sheets.

**AN ACT** authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon for the provision of certain youth development services under the Municipality's Youth Development Program, for the period commencing retroactively on January 1, 2026 and continuing through December 31, 2026, in a total amount not to exceed \$150,718.00.

**BE IT ENACTED** by the County Board 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, for the provision of certain youth development services under the Municipality's Youth Development Program, including: (i) the Safe Haven Program, (ii) the Youth Empowerment Program, and (iii) the Step Up Program (collectively, the "Programs"), for a term commencing retroactively on January 1, 2026 and continuing through December 31, 2026.

**§2.** In consideration for the services rendered, the County shall pay the Municipality an amount not to exceed One Hundred Fifty Thousand Seven Hundred Eighteen and 00/100 (\$150,718.00) Dollars, payable in accordance with an approved budget and subject to appropriations.

**§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.



Kenneth W. Jenkins  
County Executive

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, Westchester County Executive

Date: April 15, 2026

RE: An Act authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program.

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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 (“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 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. The IMA would be for a term commencing retroactively on January 1, 2026 and expiring on December 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

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 focusing 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.

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

**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 (“County”), acting by and through its Youth Bureau (“Youth Bureau”), to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide its 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. The IMA will be for a term commencing retroactively on January 1, 2026 and expiring on June 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

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 focusing 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 Department of Planning 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 9, 2026, which is on file with the Clerk of your Honorable Board. Your Committee concurs with this recommendation.

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: \_\_\_\_\_, 2026  
White Plains, New York

**COMMITTEE ON**

**ACT NO. \_\_\_\_-2026**

**AN ACT** authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Yonkers, for a Sixth Grade Leadership Academy program for the period commencing retroactively on January 1, 2026 and expiring on December 31, 2026, for a total amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality.

**BE IT ENACTED** by the County Board of the County of Westchester 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 January 1, 2026 and expiring on December 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to 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.

**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 (“IMA”) with the Village of Tarrytown (the “Village”) pursuant to which the Village will operate a positive youth development program known as the Tarrytown/Sleepy Hollow Summer Camp (the “Program”) for youth ages 3 through 11 years, for a term commencing retroactively on January 1, 2026 and continuing through December 31, 2026. Activities offered at the camp will include arts and crafts, sports, swimming, and other summer activities. In consideration for services rendered, the County will pay the Village an amount not to exceed Twenty-Nine Thousand One Hundred Ninety-Three and 00/100 (\$29,193.00) Dollars, pursuant to an approved budget. This Program and its components have been very successful in the past.

Your Committee is advised that the proposed IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)xviii thereof, which exempts “Any procurement for the purpose of entering into a contract or contracts with persons for the creation and support of recreation projects, youth service projects and other appropriate programs and services for the prevention of delinquency and youth crime and the advancement of the moral, physical, mental and social well-being of the youth of Westchester County.”

In addition, the Department of Planning 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 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation

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 the adoption of the proposed Act.

Dated: \_\_\_\_\_, 2026  
White Plains, New York

**COMMITTEE ON**

K:sjc 3/31/2026

# FISCAL IMPACT STATEMENT

SUBJECT: TARRYTOWN/SLEEPY HOLLOW CAMP       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      \$ 29,193

Total Current Year Revenue \$ 0

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 \$ 29,193

Describe: The Village will operate its positive youth development program know as the Tarrytown/Sleepy Hollow Camp for youth ages 3 through 11 years.

\_\_\_\_\_  
\_\_\_\_\_

Potential Related Revenues:      Annual Amount \$ 0

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

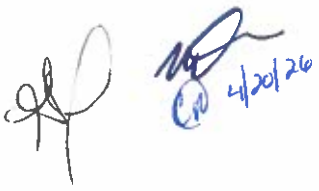
Current Year:      \$0


\_\_\_\_\_  
\_\_\_\_\_

Next Four years: NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared by: Gregg Peterson  
Title:      Financial Coordinator  
Department: CEO/Youth Bureau



Reviewed By:   
Budget Director  
4/20/26

If you need more space, please attach additional sheets.

**ACT NO. 2026 - \_\_\_\_\_**

**AN ACT** authorizing the County of Westchester to enter into an inter-municipal agreement with the Village of Tarrytown, pursuant to which the municipality will operate a positive youth development program known as the Tarrytown/Sleepy Hollow Summer Camp, for a term commencing retroactively on January 1, 2026 and expiring on December 31, 2026 for a total amount not to exceed Twenty-Nine Thousand One Hundred Ninety-Three and 00/100 (\$29,193.00) Dollars.

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

**Section 1.** The County of Westchester, acting by and through its Youth Bureau (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 a positive youth development program known as the Tarrytown/Sleepy Hollow Summer Camp for youth ages 3 through 11 years, for a term commencing retroactively on January 1, 2026 and continuing through December 31, 2026.

**§2.** In consideration for services rendered, the County will pay the Village an amount not to exceed Twenty-Nine Thousand One Hundred Ninety-Three and 00/100 (\$29,193.00) 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.

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*YBBOL2608 / VILLAGE OF TARRYTOWN*

**THIS AGREEMENT**, made \_\_\_\_\_, 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 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 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”). The Work shall be carried out by the Municipality in accordance with current industry standards and trade practices.

**SECOND:** The term of this Agreement shall commence retroactively on January 1, 2026 and shall terminate on December 31, 2026 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 of the Westchester County Youth Bureau (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.

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*YBBOL2608 / VILLAGE OF TARRYTOWN*

**THIRD:** For the Work to be performed pursuant to Paragraph “FIRST”, the County shall pay the Municipality an amount not to exceed TWENTY-NINE THOUSAND ONE HUNDRED NINETY-THREE AND 00/100 (\$29,193.00) 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, in accordance with the Budget which is attached hereto and made a part hereof as Schedule “B”. 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 submit an invoice in support of each and every request for payment to be made, including any request for partial payment if such is permitted hereunder. Each such invoice shall be uniquely numbered and shall only be paid after approval by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

**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

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*YBBOL2608 / VILLAGE OF TARRYTOWN*

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 (10) 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 Work, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

**FIFTH**: 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

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*YBBOL2608 / VILLAGE OF TARRYTOWN*

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.

**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 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.

**SEVENTH:** (a) The County reserves the right to cancel this Agreement upon thirty (30) days prior written notice to the Municipality when it deems it to be in its best interests to do so. In

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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 either, (i) remains uncured for ten (10) days after service on the Municipality of written notice thereof, or (ii) is not capable of being cured, 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 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.

**NINTH:** The Municipality shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter be enacted or promulgated (“Laws”) applicable to this Agreement, the Municipality or the Work to be performed hereunder. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own

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expense, with all Laws applicable to it as an employer of labor, and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

It is the intent and understanding of the County and Municipality that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

**TENTH:** All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Director. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

**ELEVENTH:** 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

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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.

**TWELFTH:** 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.

**THIRTEENTH:** 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.

**FOURTEENTH:** 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, 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:           Executive Director – Youth Bureau  
                                  112 E. Post Road, 3<sup>rd</sup> floor  
                                  White Plains, New York 10601

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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, New York 10591

**FIFTEENTH:** 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.

**SIXTEENTH:** 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.

**SEVENTEENTH:** All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement, which is attached hereto as Schedule “I” and made a part hereof. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County’s Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

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**EIGHTEENTH:** Schedule “J” is a form entitled, “Westchester County Youth Bureau Corrective Action Request”. This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

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

[NO FURTHER TEXT/ SIGNATURE PAGE FOLLOWS]

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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name: Joan McDonald  
Title: Acting County Executive

**VILLAGE OF TARRYTOWN**

By: \_\_\_\_\_  
Name:  
Title:

ATTESTATION REGARDING AUTHORITY OF SIGNATORY

I hereby attest that I am an officer of the Municipality and that the person who executed this Agreement for the Municipality did, at the time of such execution, have authority to execute this Agreement for and on behalf of the Municipality. Accordingly, said signatory and I understand, acknowledge, and agree that the Municipality, as part of the terms of this Agreement, hereby waives any and all claims regarding the sufficiency of the signature of said signatory.

By: \_\_\_\_\_  
Name:  
Title:

Authorized by the Westchester County Board of Legislators of the County of Westchester by Act No. 2026-XXX on the XXth day of XXX, 2026

Approved.

\_\_\_\_\_  
Assistant County Attorney  
County of Westchester  
k/sjc/yob/Tarrytown Summer Camp AGR 2026  
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**SCHEDULE "A"**  
**SCOPE OF SERVICES**

Implementing Agency: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Camp
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<b>FUND AMOUNTS:</b>		
Total Program Amount: \$126,300	Funds Requested: \$29,193	Cost Per Youth: \$842

<b>AUTHORIZED VOUCHER SIGNEES:</b>			
1.	Last Name: Walczewski	First Name: Dan	Title: Recreation Superintendent
2.	Last Name: Slingerland	First Name: Richard	Title: Village Administrator

<b>AGENCY /MUNICIPALITY INFORMATION:</b>				
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.tarrytownny.gov		Implementing Agency/Municipality: Village of Tarrytown		
Mailing Street Address: 1 Depot Plaza				
Suite/Floor/Room # / P.O. Box:	City: Tarrytown	State: NY	Zip Code: 10591	

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

<b>PROGRAM CONTACT PERSON:</b>			
Last Name: Walczewski	First Name: Dan	Title: Recreation Superintendent	
Phone Number: 914-631-8347	Extension: 1095	Fax:	Email: dwalczewski@tarrytownny.gov

<b>PERIOD OF ACTUAL PROGRAM OPERATION :</b>			
HOURS OF OPERATION: 8:30 AM-4:00 PM	Days of operation M-F	From: June 29	To: Aug 7
Other <input type="checkbox"/> explain:			

X Richard Slingerland

X 3-6-2026

EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE  
Village Administrator/CAO

DATE

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<b>PROJECTED TOTAL PROGRAM ENROLLMENT 150</b>	
<b>PROGRAM SUMMARY:</b> The Recreation Department provides Day Camp activities to residents of both Tarrytown & Sleepy Hollow. The program runs for 6 weeks and includes activities for youth ages 3-11. Campers participate in Arts & Crafts, sports, & swimming. Camp entertainment includes themed days, on site entertainers, music, special events, and offsite camp trips.	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Comm Ctr	Tarrytown Senior Center 240 W Main St, Tarrytown, NY 10591	92	35		
Pool	Tarrytown Rec Center 238 W Main St, Tarrytown, NY 10591	92	35		

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

<b>GENDER OF PROGRAM PARTICIPANTS</b> (enter number of participants per gender)	# Male 85	# Female 65
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ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American	Two or more races	Hispanic or Latino
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b> (check no or yes)						No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
Ages: (enter # of participants in population described)	0-6 60	7-9 80	10-13 10	14-17	18-20	21+	
If "Yes," indicate number of youth:	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				

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**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 while 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.

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**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.

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**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 the program popularity dips (as measured by attendance) the program will be refined in order to attract a larger group of youth.

**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.*

<b>IMPLEMENTING CONTRACTOR:</b> Village of Tarrytown
<b>PROGRAM TITLE:</b> Tarrytown/Sleepy Hollow Camp

<b>LIFE AREA:</b> <i>(Enter Code &amp; Description)</i>	2PEH
<b>GOAL:</b> <i>(Enter Code &amp; Description)</i>	21
<b>OBJECTIVE:</b> <i>(Enter Code &amp; Description)</i>	<del>211</del> 213
<b>SOS:</b> <i>(Enter Code &amp; Description)</i>	0232
<b>HOW MUCH:</b> <i>(Enter Code &amp; Description)</i>	0232A.1
<b>HOW WELL:</b> <i>(Enter Code &amp; Description)</i>	0232B.1
<b>BETTER OFF:</b> <i>(Enter Code &amp; Description)</i>	<del>0232C.3</del> 0232C.1

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.

<b>PARTICIPANT GENDER:</b>	MALE <u>85</u> FEMALE <u>64</u> TRANS-FEMALE (MALE TO FEMALE) _____    TRANS-MALE (FEMALE TO MALE) _____    GNC/NON-BINARY <u>1</u> CHOSE NOT TO ANSWER _____
<b>ETHNICITY:</b> <i>(Enter number of participants per ethnic group)</i>	WHITE _____    BLACK OR AFRICAN AMERICAN _____    HISPANIC OR LATINO _____ AMERICAN INDIAN OR ALASKAN NATIVE _____    ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____    TWO OR MORE RACES _____ OTHER/NOT LISTED _____
<b>AGES:</b>	0-4 <u>60</u> 5-9 <u>80</u> 10-14 <u>10</u> 15-17 _____    18-20 _____    21+ _____
<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b> <span style="float: right;"><input checked="" type="checkbox"/> No    <input type="checkbox"/> Yes</span>	
<b>IF "YES," PLEASE DESCRIBE:</b> _____	

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**SCHEDULE "B"**  
**BUDGET**

For the Period of Operation: Jan 1, 2026 - Dec 31, 2026	Contract #: "To Be Assigned"
Agency/Municipality Name: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Camp

**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 6 weeks X 14.25/hr.	14.25/hr	30 hrs./ week	\$20,520	
directors salary	35.00/hr	30 hrs./week	\$6,300	
camp specialist director	19.78/hr	20 hrs./ week	\$2,373	
			-	
<b>TOTAL SALARIES AND WAGES</b>			29,193	
<b>TOTAL FRINGE BENEFITS</b>				
<b>TOTAL PERSONNEL SERVICES (1)</b>			<b>\$ 29,193</b>	

**2. CONTRACTED SERVICES AND STIPENDS**

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	
<b>TOTAL CONTRACTED SERVICES AND STIPENDS (2)</b>			<b>\$ -</b>	

**3. MAINTENANCE & OPERATION**

Complete Attachment "E"	Total Program Amount	
<b>TOTAL MAINTENANCE AND OPERATION (3)</b>		

<b>TOTAL PROGRAM AMOUNT</b>	<b>\$ 29,193</b>	
<b>TOTAL WCYB FUNDS REQUESTED</b>	<b>\$ 29,193</b>	

List Other Funding Sources	\$ 29,193	Reimbursable Total
	\$ -	Municipal Funding
	\$ -	Other Sources

**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.

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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.

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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.

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**SCHEDULE "D"**

[INTENTIONALLY OMITTED]

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**SCHEDULE "E"**

[INTENTIONALLY OMITTED]

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**SCHEDULE "F"**

[INTENTIONALLY OMITTED]

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**SCHEDULE "G"**

[INTENTIONALLY OMITTED]

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**SCHEDULE "H"**

[INTENTIONALLY OMITTED]

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**SCHEDULE "I"**

**VENDOR DIRECT PROGRAM - ELECTRONIC FUNDS TRANSFER**

The Contractor shall complete the "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form" as part of the County's 'Vendor Direct' program utilizing Electronic Funds Transfer ("EFT") payments.

The County will deposit payments via EFT two business days after the voucher/invoice is processed. Please note that Saturdays, Sundays, and legal holidays are not considered business days.

Under the Vendor Direct program, the Contractor will receive an e-mail notification one day prior to the day the payment will be credited to its designated account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a paper check stub, and will contain the date that the funds will be credited to its account.

The Contractor shall contact the County in the same manner for a discrepancy in the amount received via EFT as it would for a discrepancy in the amount received in a paper check.

In the unlikely event that the Contractor did not receive the money in its designated bank account on the date indicated in the e-mail, the Contractor shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788.

The Contractor shall promptly notify the County whenever it changes any information regarding, or closes, the bank account that it enrolled in the Vendor Direct program for EFT payments. The Contractor shall then complete, and provide to the County, a new "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form". The Contractor shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788 to obtain a new form.

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[NO FURTHER TEXT ON THIS PAGE]

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	<b>Westchester County • Department of Finance • Treasury Division</b>	Authorization is: <i>(check one)</i> <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
	<b>Electronic Funds Transfer (EFT)          Vendor Direct Payment Authorization Form</b>	

**INSTRUCTIONS:** Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, **ONLY** complete lines 1 through 6 of section 1.

**Section I - Vendor Information**

1. Vendor Name:										
2. Taxpayer ID Number or Social Security Number:		<table border="1" style="width: 100px; height: 20px;"> <tr> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> </tr> </table>								
3. Vendor Primary Address										
4. Contact Person Name:		Contact Person Telephone Number:								
5. Vendor E-Mail Addresses for Remittance Notification:										
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>										
_____	_____	_____								
Authorized Signature	Print Name/Title	Date								

**Section II- Financial Institution Information**

7. Bank Name:										
8. Bank Address:										
9. Routing Transit Number:		10. Account Type: (check one)								
<table border="1" style="width: 100px; height: 20px;"> <tr> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> <td style="width: 12.5px;"> </td> </tr> </table>										<input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:		12. Bank Account Title:								
13. Bank Contact Person Name:		Telephone Number:								
14. FINANCIAL INSTITUTION CERTIFICATION (required <b>ONLY</b> if directing funds into a Savings Account <b>OR</b> if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>										
_____	_____	_____								
Authorized Signature	Print Name / Title	Date								

**(Leave Blank - to be completed by Westchester County) - Vendor number assigned**

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**Electronic Funds Transfer (EFT)  
Vendor Direct Payment Authorization Form**

**GENERAL INSTRUCTIONS**

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to:

**Section I - VENDOR INFORMATION**

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

**Section II - FINANCIAL INSTITUTION INFORMATION**

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

**DRAFT**

**YBBOL2308 / VILLAGE OF TARRYTOWN**

**SCHEDULE "J"**  
**WESTCHESTER COUNTY YOUTH BUREAU**  
**SAMPLE CORRECTIVE ACTION REQUEST**

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

**1<sup>st</sup> Notice**

**2<sup>nd</sup> Notice  
Notice**

**Final**

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

- Monthly Statistical Report(s) are outstanding.
- Quarterly Statistical Report(s) are outstanding.
- Annual Report is outstanding.
- Failure to respond to site visit request(s).
- Failure to submit fiscal claim(s).

**Program Monitor Notes:**

**DRAFT**