

**THE 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 inter-municipal agreements ("IMAs") with the Cities of Mount Vernon, New Rochelle, Ossining, Peekskill, White Plains, and Yonkers (the "Municipalities"), pursuant to which the Municipalities, acting by and through their respective Youth Bureaus would provide positive youth development programs under the County's "Invest In Kids" Program (individually, the "Program," and collectively, "the Programs"), for the period from January 1, 2023 through December 31, 2025, in an amount not to exceed Two Million Fifty-Six Thousand Fifty-Nine (\$2,056,059) Dollars, comprised of County share and Municipalities match, payable as follows:

MUNICIPALITY	PROGRAM NAME	YEAR	IIK AWARD	MUNICIPALITY MATCH	TOTAL AGREEMENT AMOUNT
Mount Vernon Youth Bureau					
	GEMs	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
		Total Contract Amount:	\$150,000.00	\$80,769.00	\$230,769.00

New Rochelle Youth Bureau					
	STEP University	2023	\$46,422.00	\$24,996.00	\$71,418.00
		2024	\$46,422.00	\$24,996.00	\$71,418.00
		2025	\$46,422.00	\$24,996.00	\$71,418.00
		Total Contract Amount:	\$139,266.00	\$74,988.00	\$214,254.00

Ossining Youth Bureau					
	Water Safety	2023	\$49,058.00	\$26,416.00	\$75,474.00
		2024	\$49,058.00	\$26,416.00	\$75,474.00
		2025	\$49,058.00	\$26,416.00	\$75,474.00
		Total Component Amount:	\$147,174.00	\$79,248.00	\$226,422.00
	Ossining Youth Engaged in Success	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
		Total Component Amount:	\$150,000.00	\$80,769.00	\$230,769.00
		Total Contract Amount:	\$297,174.00	\$160,017.00	\$457,191.00

Peekskill Youth Bureau					
	Project Elevate	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
		Total Contract Amount:	\$150,000.00	\$80,769.00	\$230,769.00

White Plains Youth Bureau					
	Step Up Boys	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
		Total Component Amount:	\$150,000.00	\$80,769.00	\$230,769.00
	Health & Fit For Life	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
		Total Component Amount:	\$150,000.00	\$80,769.00	\$230,769.00
	Youth Court/Social Justice	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
		Total Component Amount:	\$150,000.00	\$80,769.00	\$230,769.00
		Total Contract Amount:	\$450,000.00	\$242,307.00	\$692,307.00

Yonkers Youth Bureau					
	Yonkers Social Circus	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
		Total Contract Amount:	\$150,000.00	\$80,769.00	\$230,769.00

	IIK	Match	Total Amounts
2023	\$445,480.00	\$239,873.00	\$685,353.00
2024	\$445,480.00	\$239,873.00	\$685,353.00
2025	\$445,480.00	\$239,873.00	\$685,353.00
	\$1,336,440.00	\$719,619.00	\$2,056,059.00

The total aggregate amount of \$2,056,059, is comprised of \$1,336,440 County share and \$719,619 Municipalities' match over the three years.

The proposed IMAs are normally exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof. Nevertheless, a Request for Proposal ("RFP") was issued and the Programs were selected based upon responses to an open request for proposals ("RFP") for positive youth development programs. The Programs will address the needs of approximately 560 at-risk youth aged 0-21 years. The Programs use positive youth development models to focus on providing opportunities for at risk youth to actively acquire the skills and abilities needed to grow up to be competent, caring and healthy adults.

Pursuant to the proposed IMAs, the Municipalities will provide unique youth development initiatives offering positive youth development programs for the County's most vulnerable population. The Programs will implement evidence-based curriculum that targets specific areas of 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. Program outcomes will be tracked and monitored by evaluation of the Programs' data; monthly, quarterly, and annual reports submitted to the County Youth Bureau, and through site visits by the 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. Please see a brief synopsis of the program descriptions below:

The purpose of the Mount Vernon Youth Bureau's Girls Embracing Maturity ("GEM") Program is to equip young girls with the core competencies, lifelong skillsets, and attributes that are required for positive maturation. The program will target at-risk middle school-aged girls ages 11-15, who reside in neighborhoods with significant levels of crime and poverty in need of social, physical and emotional support.

The purpose of the New Rochelle Youth Bureau's Science and Technology Entry Program ("STEP") University program is to serve elementary-aged and high school-aged youth in New Rochelle, with the high school youth serving as mentors for the elementary youth. The purpose of STEP University is to create an atmosphere of unity and diversification through stepping and group activity.

The purpose of the Ossining Youth Bureau's Water Safety program is to provide Ossining youth ages 1-18 years old with free swimming instruction to ensure they have the necessary water safety knowledge and swimming skills to take greater advantage of Ossining's riverfront activities including swimming, kayaking, and paddle boarding.

The goal of the Ossining Youth Bureau's Youth Engaged in Success is to encourage engagement with the school and community to minimize risky behaviors, promote positive youth development, and build and enhance resiliency skills in youth from grades 6-8. The program will address Ossining's lack of out-of-school extended day programs for its middle school-aged youth.

The Peekskill Youth Bureau's Project Elevate Program will engage youth afterschool and one Saturday per month. The goal of the program is to prepare youth to graduate from high school, build civic responsibility, enhance health and wellness, acquire work readiness skills and establish healthy relationships.

The White Plains Youth Bureau's Step Up! For Boys is a dropout prevention program that offers individual case management services to individuals, groups, and families to assess and strengthen problem areas in life, school, career, and potentially advocate for the success of the individuals involved in the program.

The White Plains Youth Bureau's Healthy & Fit for Life Program encourages youth to incorporate good nutrition and fitness into their daily live and provides counseling support to address the barriers that prevent leading a safe, healthy, and drug free life. The goal of this program is to help youth develop various facets of their personalities which support positive growth and skills at every age of development.

The White Plains Youth Bureau's Social Justice program seeks to reduce the recurring involvement of youth, ages 13-18 years, with the justice system by providing alternatives to incarceration through Youth Court and peer advocacy. Additionally, the program also provides youth ages 14-16 years with opportunities to develop their interest in pursuing careers in justice and law by serving as Youth Officers.

The Yonkers Youth Bureau's Social Circus program addresses the need of a safe space for youth struggling with social development, acceptance, and feeling a sense of community. The goal of the program is to empower youth by teaching them basic circus skills that will teach them leadership skills, self-confidence, employment training, and mental health awareness.

Your Committee has been advised that the proposed IMAs do 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 reviewed this analysis and concurs with this conclusion.

Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to enter into these IMAs. 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: March 27, 2023
White Plains, New York

COMMITTEE ON Budget + Appropriations	Seniors + Youth
<p><i>Dr. [Signature]</i> Call Park Vedat Jabli <i>[Signature]</i> Doris J. Tubiolo Lenny Green John</p>	<p>Doris J. Tubiolo Lenny Green John</p>

s/mg/2-22-23
as-3-24-23

Dated: March 27, 2023
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Budget & Appropriations



Seniors & Youth



FISCAL IMPACT STATEMENT

SUBJECT: Invest In Kids - 2023

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 \$ 445480

Total Current Year Revenue \$ 200,000

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: Operating Acct: 101-11-0400-4380; Recovery 101-11-0400-9508

Potential Related Operating Budget Expenses: Annual Amount \$ 445,480

Describe: Invest in Kids, White Plains Youth Bureau \$150,000 (3); Mount Youth Bureau \$50,000 (1);
New Rochelle Youth \$46,422 (1); Ossining Youth Bureau \$99,058 (2); Peekskill Youth Bureau \$50,000
and Yonkers \$50,000 (1)

Potential Related Revenues: Annual Amount \$ 200,000

Describe: IDA with DSS includes: White Plains YB Programs \$150,000 (3) and Peekskill YB Programs
\$50,000 (1)

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

Current Year: \$0.00

Next Four years: Same as above

Prepared by: Bernie Dean 

Title: Financial Administrator

Department: CEO/Youth Bureau



Reviewed By:


Budget Director

3/6/23

If you need more space, please attach additional sheets.

ACT NO. 2023 - ____

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the Cities of Mount Vernon, New Rochelle, Ossining, Peekskill, White Plains, and Yonkers, acting by and through their Youth Bureaus, for the provision of positive youth development programs under the County's "Invest In Kids" Program.

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

Section 1. The County of Westchester ("County") is hereby authorized to enter into inter-municipal agreements ("IMAs") with the Cities of Mount Vernon, New Rochelle, Ossining, Peekskill, White Plains, and Yonkers, acting by and through their Youth Bureaus ("Municipalities"), for the period from January 1, 2023 through December 31, 2025, in an amount not to exceed Two Million Fifty-Six Thousand Fifty-Nine (\$2,056,059) Dollars, comprised of County share and Municipalities match, pursuant to which the Municipalities will provide their Positive Youth Development Programs as follows:

MUNICIPALITY	PROGRAM NAME	YEAR	HK AWARD	MUNICIPALITY MATCH	TOTAL AGREEMENT AMOUNT
Mount Vernon Youth Bureau					
	GEMs	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
	Total Contract Amount:		\$150,000.00	\$80,769.00	\$230,769.00
New Rochelle Youth Bureau					
	STEP University	2023	\$46,422.00	\$24,996.00	\$71,418.00
		2024	\$46,422.00	\$24,996.00	\$71,418.00
		2025	\$46,422.00	\$24,996.00	\$71,418.00
	Total Contract Amount:		\$139,266.00	\$74,988.00	\$214,254.00
Ossining Youth Bureau					
	Water Safety	2023	\$49,058.00	\$26,416.00	\$75,474.00
		2024	\$49,058.00	\$26,416.00	\$75,474.00
		2025	\$49,058.00	\$26,416.00	\$75,474.00
	Total Component Amount:		\$147,174.00	\$79,248.00	\$226,422.00
	Ossining Youth Engaged in Success	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
	Total Component Amount:		\$150,000.00	\$80,769.00	\$230,769.00
	Total Contract Amount:		\$297,174.00	\$160,017.00	\$457,191.00
Peekskill Youth Bureau					
	Project Elevate	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
	Total Contract Amount:		\$150,000.00	\$80,769.00	\$230,769.00
White Plains Youth Bureau					
	Step Up Boys	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
	Total Component Amount:		\$150,000.00	\$80,769.00	\$230,769.00
	Health & Fit For Life	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
	Total Component Amount:		\$150,000.00	\$80,769.00	\$230,769.00
	Youth Court/Social Justice	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
	Total Component Amount:		\$150,000.00	\$80,769.00	\$230,769.00
	Total Contract Amount:		\$450,000.00	\$242,307.00	\$692,307.00
Yonkers Youth Bureau					
	Yonkers Social Circus	2023	\$50,000.00	\$26,923.00	\$76,923.00
		2024	\$50,000.00	\$26,923.00	\$76,923.00
		2025	\$50,000.00	\$26,923.00	\$76,923.00
	Total Contract Amount:		\$150,000.00	\$80,769.00	\$230,769.00

	HK	Match	Total Amounts
2023	\$445,480.00	\$239,873.00	\$685,353.00
2024	\$445,480.00	\$239,873.00	\$685,353.00
2025	\$445,480.00	\$239,873.00	\$685,353.00
	\$1,336,440.00	\$719,619.00	\$2,056,059.00

§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 _____, 20__ by and between

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

and

MUNICIPALITY, ACTING BY AND THROUGH ITS YOUTH BUREAU, a municipal corporation of the State of New York, having an office and place of business at Address (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County desires that the Municipality provide a Positive Youth Development Program(s) in accordance with the Request for Proposal (“RFP”) for the County’s “Invest In Kids” Program; and

WHEREAS, the Municipality has proposed to provide such a Positive Youth Development Program(s), in response to the RFP; 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 a Youth Development Program(s), namely the _____ Program (the “Program”), as more fully described in Schedule “A,” which is attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2025, unless terminated earlier pursuant to the provisions of this Agreement. The term of this Agreement may only be extended by the Westchester County Youth Bureau Executive Director (the “Director”) in writing, subject to any applicable legal approvals.

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

THIRD: The *total* cost of the Work, including County funds and the Municipality contribution, shall not exceed _____ (\$ _____) Dollars. Funds for this Work shall be obtained as follows:

The Municipality shall contribute an amount not less than _____ (\$ _____) 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 _____ (\$ _____) 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 ten years after the expiration or termination of this Agreement.

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

FOURTH: The Municipality understands and acknowledges that the County currently maintains a Vendor Document Repository at <http://www.westchestergov.com/vendorportal> (the "Repository") into which the Municipality may upload a scanned image of one or more of the schedules and/or supporting documents that the Municipality is required to provide to the County for this Agreement (the "Required Documents").

The Municipality further understands and acknowledges that if the Municipality chooses to use the Repository to provide to the County one or more of the Required Documents (each document so provided, a "Repository Document"):

- a.) The Municipality is doing so voluntarily, as required by New York State Technology Law Sections 305 and 309;

- b.) The Municipality represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;
- c.) In the event that any information in a Repository Document must be changed, the Municipality shall upload an updated version of such document for this Agreement within ten (10) business days of the need for such change arising; and
- d.) Notwithstanding any other provision of this Agreement, the Municipality must, at a minimum, update each Repository Document at least once per calendar year.

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

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, 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 County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

SEVENTH: The 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: Executive Director
Municipality
Street Address
City, State Zip

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.

Schedule "E" 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.

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:

Title:

THE MUNICIPALITY

By: _____

Name:

Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2023 - ____

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"
SCOPE OF WORK

SCHEDULE "B"
BUDGET

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

Below is a list of current funding categories:

Local Tax Levy: This program funds up to 65 % (County) of approved expenses.

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
Local Tax Levy	Program Expenditure Summary	IIK0001
	Salaries Report	IIK1000
	Fringe Benefits Report	IIK1001
	Consultants, Contracted Services & Stipends Report	IIK2001
	Supplies	IIK3001
	Rent	IIK3002
	Utilities	IIK3003
	Telecommunications	IIK3004
	Travel	IIK3005
	Insurance	IIK3006
	Miscellaneous	IIK3007

These Youth Bureau Forms can be downloaded from Youth Bureau website at <http://youth.westchestergov.com/budget-forms>

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20th date of the month following the end of the quarter, except the 4th quarter which is due on January 10th of the following year.

Only 2 budget modification requests will be accepted within the program calendar year. Budget modification requests are not retro to prior quarters. Final budget modifications must be requested no later than October 30.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

Type of Expense

Salary & Wages

Fringe Benefits

Consultant/Contracted Services

Stipend

All Other Expenditures

Employee Exp. Reimbursement

Back-up Documents

Payroll Register and Proof of Payment

Invoice from the Vendor and Proof of Payment

Signed Agreement, Invoice and Proof of Payment

Time Sheet and Proof of Payment

Invoice from the Vendor and Proof of Payment

Employee Exp. Request Form, Receipt, and Proof of Payment.

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:

Westchester County Youth Bureau

112 East Post Road, 3rd Floor

White Plains, NY 10601

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.

SCHEDULE "D"
ELECTRONIC FUNDS TRANSFER (EFT)



Westchester County • Department of Finance • Treasury Division

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

Authorization is:
(check one)

- New
 Change
 No Change

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:		<input type="text"/>
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: <input type="text"/>		10. Account Type: (check one) <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 ONLY if directing funds into a Savings Account OR 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

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.**

SCHEDULE "E"
SAMPLE CORRECTIVE ACTION REQUEST FORM



George Latimer, County Executive
Dr. DaMia Harris-Madden, Executive Director
Youth Bureau



**Westchester County Youth Bureau
Corrective Action Request**

The purpose of this form sent on _____ (date) is to notify _____ (agency name) of action needed regarding _____ (program name).

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

- Monthly Statistical Report(s) are outstanding. Please see monitor notes below for action and correction details.
- Quarterly Statistical Report(s) are outstanding. Please see monitor notes below for action and correction details.
- Annual Report is outstanding. Please see monitor notes below for action and correction details.
- Failure to respond to site visit request(s). Please see monitor notes below for action and correction details.
- Failure to submit fiscal claim(s). Please see monitor notes below for action and correction details.

Monitor Notes:

Thank you for your immediate attention to this matter and for your cooperation with making the appropriate action and/or corrections. Questions or concerns can be sent to the Program Monitor at the contact listed below.

_____ Program Monitor Name _____

_____ Program Monitor Email _____

112 East Post Road 3rd fl
White Plains, New York 10601

Telephone (914) 995-2745
Fax (914) 995-3571

Website www.westchestergov.com/youth