

Seniors & Youth Meeting Agenda



Committee Chair: José Alvarado

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

Monday, May 8, 2023

10:00 AM

Committee Room

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely 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 it online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

MINUTES APPROVAL

April 18, 2021 at 1:00 PM Minutes

I. ITEMS FOR DISCUSSION

[2023-150](#)

IMA-Tarrytown-Sleepy Hollow Summer Day Camp-Tarrytown

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with pursuant to which the municipality will provide certain youth development services under its Youth Development Program for the period commencing retroactively on January 1, 2023 and expiring on December 31, 2023 for a total amount not to exceed FORTY-SEVEN THOUSAND, TWO HUNDRED THIRTY-EIGHT (\$47,238.00) DOLLARS.

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

Guests: Westchester County Youth Bureau

[2023-151](#)

IMA-Youth Development Program-Mount Vernon

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon pursuant to which the municipality will provide certain youth development services under its Youth Development Program for the period commencing retroactively on January 1, 2023 and expiring on December 31, 2023 for a total amount not to exceed ONE HUNDRED SEVENTY-FIVE THOUSAND, FOUR HUNDRED FIFTY-FOUR (\$175,454,00) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND

SENIORS & YOUTH

Guests: Westchester County Youth Bureau

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

George Latimer
County Executive

April 11, 2023

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

Dear Honorable Members of the Board of Legislators:

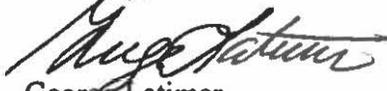
Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate its positive youth development program known as the Tarrytown/Sleepy Hollow Summer Day Camp (the "Program") for youth ages 3 through 11 years for the period January 1, 2023 through December 31, 2023. Activities offered at the camp will include arts and crafts, theater, games, swimming, and summer activities. In consideration for the positive youth development program offered, the County will pay the Village in an amount not to exceed Forty-Seven Thousand Two Hundred Thirty-Eight Dollars (\$47,238.00), pursuant to an approved budget. This Program and its components have been very successful in the past.

The Planning Department has advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. 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.

I have been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof.

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

Sincerely,



George Latimer
County Executive

GL/JMQ/
Attachment

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an inter-municipal agreement ("IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate the Tarrytown/Sleepy Hollow Summer Day Camp (the "Program") for youth ages 3 through 11 years for the period January 1, 2023 through December 31, 2023. Activities offered at the camp will include arts and crafts, theater, games, swimming, and summer activities. In consideration for services rendered, the County will pay the Village an amount not to exceed Forty-Seven Thousand Two Hundred Thirty-Eight Dollars (\$47,238.00), pursuant to an approved budget. This Program and its components have been very successful in the past.

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. Therefore, no environmental review is required. 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 been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof relating to youth service projects.

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: _____, 2023
White Plains, New York

COMMITTEE ON

C: jpi 3.30.2023

FISCAL IMPACT STATEMENT

SUBJECT: TARRYTOWN/SLEEPY HOLLOW SUMMER DAY 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 \$ 47238

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 \$ 47,238

Describe: The Village will operate its positive youth development program know as the Tarrytown/Sleepy Hollow Summer Day 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: n/a

Prepared by: Bernie Dean

Title: Financial Administrator

Department: CEO/Youth Bureau

Reviewed By: 

Budget Director

4/4/23

If you need more space, please attach additional sheets.

ACT NO. ____ - 2023

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with pursuant to which the municipality will provide certain youth development services under its Youth Development Program, for the period commencing retroactively on January 1, 2023 and expiring on December 31, 2023 for a total amount not to exceed Forty-Seven Thousand Two Hundred Thirty-Eight Dollars (\$47,238.00)

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into an inter-municipal agreement (the "IMA") with the Village of Tarrytown (the "Village") pursuant to which the Village will operate its Tarrytown/Sleepy Hollow Summer Day Camp for youth ages 3 through 11 years, for the period January 1, 2023 through December 31, 2023.

§2. In consideration for services rendered, the County will pay the Village in an amount not to exceed Forty-Seven Thousand Two Hundred Thirty-Eight Dollars (\$47,238.00), pursuant to an approved budget.

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

§4. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2023 by and between

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

and

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

WITNESSETH:

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

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

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

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

SECOND: The term of this Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2023 unless terminated earlier pursuant to the provisions of this Agreement.

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

THIRD: The *total* cost of the Work, shall not exceed Forty-Seven Thousand Two Hundred Thirty-Eight Dollars (\$47,238.00). The County shall pay the Municipality for performance of the Work hereunder, an amount not to exceed Forty-Seven Thousand Two Hundred Thirty-Eight Dollars (\$47,238.00) 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 provide the County with a report to be submitted within thirty (30) days of execution of this Agreement and periodically thereafter as requested by the County, which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

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

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

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

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.

FOURTH: 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.

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

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

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

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

SEVENTH: 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.

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

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

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

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

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

NINTH: 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.

TENTH: 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.

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 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.

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

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

COUNTY OF WESTCHESTER

By: _____
Name:
Title:

VILLAGE OF TARRYTOWN

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2023-__
on the __ day of __, 2023.

Approved:

Sr. Assistant County Attorney
The County of Westchester

c:jpi/YOB/Tarrytown.IMA.3.31.23

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 2023, 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 _____, 2023, 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"

(TO BE INSERTED)

SCHEDULE "B"

(TO BE INSERTED)

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.

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 3871

Website www.westchestergov.com/youth



George Latimer
County Executive

April 11, 2023

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA would be for a term commencing retroactively on January 1, 2023 and expiring on December 31, 2023, for a total amount not to exceed One Hundred Seventy-Five Thousand Four Hundred and Fifty-Four Dollars (\$175,454.00), payable quarterly, in accordance with an approved budget.

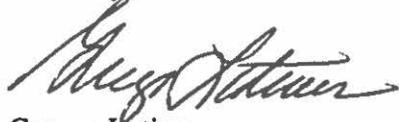
Under the IMA, the Municipality would continue to provide unique youth development program initiatives and services under the Youth Development Program, which includes (i) the Safe Haven Program, (ii) the Youth Empowerment program and (iii) the Step Up program (collectively, the "Programs"). The Programs will serve as youth development and juvenile delinquency prevention programs for approximately 230 at-risk County youth, ages 5-21. The Programs address the core elements of positive youth development through academic enrichment; social, recreational, and violence prevention activities, employment readiness training, and job placement for youth participants during after-school and summer hours. The 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.

The Planning Department has advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. 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.

I have been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof.

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

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/JMQ/
Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Youth Bureau, to enter into an inter-municipal agreement (the “IMA”) with the City of Mount Vernon (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA will be for a term commencing retroactively on January 1, 2023 and expiring on December 31, 2023, for an amount not to exceed One Hundred Seventy-Five Thousand Four Hundred and Fifty-Four Dollars (\$175,454.00), payable quarterly, in accordance with an approved budget.

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

The Programs would serve as youth development and juvenile delinquency prevention programs for approximately 230 at-risk County youth, ages 5-21. The Programs address the core elements of positive youth development through academic enrichment; social, recreational, and violence prevention activities, employment readiness training, and job placement for youth participants during after-school and summer hours. The County has entered into agreements to provide these Programs in the past and they have a proven track record of providing successful positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of program goals and their ability to increase positive youth development. The Programs’ outcomes will be tracked and monitored by

evaluation of the Programs' data, monthly, quarterly, and annual reports submitted to the Westchester County Youth Bureau, and through site visits by the Westchester County Youth Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

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. Therefore, no environmental review is required. 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 been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof relating to youth service projects.

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: _____, 2023
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: MV Youth Bureau - Youth Development Programs

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 \$ 175454

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 \$ 175,454

Describe: The Youth Bureau will serve as youth development and juvenile delinquency prevention programs for approximately 230 at-risk youth, ages 5-21.

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: \$0

Next Four years: n/a

Prepared by: Bernie Dean

Title: Financial Administrator

Department: CEO/Youth Bureau

Reviewed By: 

Budget Director

4/4/23

If you need more space, please attach additional sheets.

ACT NO. _____ - 2023

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon pursuant to which the municipality will provide certain youth development services under its Youth Development Program, for the period commencing retroactively on January 1, 2023 and expiring on December 31, 2023 for a total amount not to exceed One Hundred Seventy-Five Thousand Four Hundred and Fifty-Four Dollars (\$175,454.00).

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

SECTION 1. The County of Westchester (the “County”), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide youth development services under its Youth Development Program, including (i) the Safe Haven program, (ii) the Youth Empowerment program, and (iii) the Step Up program (collectively, the “Programs”). The IMA will be for a term commencing on retroactively on January 1, 2023 and expiring on December 31, 2023, for an amount not to One Hundred Seventy-Five Thousand Four Hundred and Fifty-Four Dollars (\$175,454.00), payable quarterly in accordance with an approved budget.

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

§ 3. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2023 by and between

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

and

THE CITY OF MOUNT VERNON, a municipal corporation of the State of New York, having an office and place of business at One Roosevelt Square, Mount Vernon, New York 10550 (hereinafter referred to as the “Municipality”).

WITNESSETH:

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

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

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

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

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

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

THIRD: The *total* cost of the Work, shall not exceed One Hundred Seventy-Five Thousand Four Hundred and Fifty-Four Dollars (\$175,454.00), payable quarterly, pursuant to an approved budget. Funds for this Work shall be divided amongst the following youth programs: The Safe Haven Program, for an amount not to exceed amount of Eighty-Seven Thousand Dollars (\$87,000.00), the Youth Empowerment program for a not to exceed amount of Fifty-One Thousand Dollars (\$51,000.00), and the Step Up program for a not to exceed amount of Thirty-Seven Thousand Four Hundred Fifty-Four Dollars (\$37,454.00) payable in accordance with the Budget which is attached hereto and made a part hereof as Schedule "B".

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

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder. In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

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

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that

monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

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

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.

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.

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

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

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

incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Notwithstanding the requirements set forth in the above and as set forth in Schedule "C", the City may act as a self-insurer for the general liability insurance in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described. The City hereby agrees that it will provide the exact same insurance coverage and protection for the benefit of the County and any other covered entity herein, in the same amount and under the same terms set forth in the paragraph above and as set forth in Schedule "C", as it would provide the County if the City were to purchase commercial insurance. The City further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the County.

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 "A."

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

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

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 or by overnight mail, and mailed to the following addresses:

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

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

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

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

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.

TWELVTH: 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 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.

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

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

COUNTY OF WESTCHESTER

By: _____
Name:
Title:

CITY OF MOUNT VERNON

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2023-__ on the __ day of __, 2023.

Approved:

Sr. Assistant County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 2023, 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

Implementing Agency: Mount Vernon Youth Bureau	Program Title: Safe Haven Afterschool, Summer & STEAM
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FUND AMOUNTS:		
Total Program Amount: \$87000	Funds Requested: \$87000	Cost Per Youth: \$443.87

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Williams	First Name: Dena T.	Title: Deputy Director
2.	Last Name: Rodriguez	First Name: Glen	Title: Financial Supervisor

AGENCY /MUNICIPALITY INFORMATION:			
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-6007305			
Agency Website: youthbureau@cmvny.com		Implementing Agency/Municipality: City of Mount Vernon, NY	
Mailing Street Address: 1 Roosevelt Square			
Suite/Floor/Room # / P.O. Box:	City: Mount Vernon	State: NY	Zip Code: 10550

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

PROGRAM CONTACT PERSON:			
Last Name: Treasure	First Name: Carolyn	Title: Youth Services Director	
Phone Number: 914-665-7495	Extension:	Fax: 914-665-1373	Email: ctreasure@cmvny.com

PERIOD OF ACTUAL PROGRAM OPERATION:			
HOURS OF OPERATION: 3pm – 5pm	Days of operation: 5 days a week	From: 1/1/2023	To: 12/31/2023
Other <input type="checkbox"/> explain: Saturday STEAM 10:00 am – 2:00 pm			

PROJECTED TOTAL PROGRAM ENROLLMENT: 196
The Mount Vernon Youth Bureau (MVB) proposed to serve 196 youth ages 6-12 through three Safe Haven Programs. The Safe Haven After-school Drop-in Service provides academic support in English and Math at the Grimes, Cecil H. Parker, Rebecca Turner Elementary Schools to prepare students for middle and high school. The goal of the program is for children to leave school prepared to live, learn, and work in a community as contributing members of society. The objective is to have children meet or exceed high standards for academic performance and demonstrate the knowledge and skills required for lifelong learning and self-sufficiency in a dynamic world. The program seeks to target elementary schools where academic proficiency rates are low. Participants in the Safe Haven Summer Program will have a safe and exciting place to attend during the summer. The program will be operational five days a week, for 6-weeks from 9:00 am – 5:00 pm. Participants will experience field trips each week as well as STEAM activities, health, and wellness projects which including physical fitness classes, music, arts, and crafts. The Safe Haven Summer Program will also provide previous participants ages 13 and older the opportunity to work as Counselors in Training (CITs). The Safe Haven- Saturday STEAM Academy was created to provide academic enrichment programming for students' grades 2 nd - 6 th during unsupervised weekend hours to encourage academic and career exploration in the fields of STEAM. The MVB collaborated with the public, catholic, and charter schools to provide a combination of traditional and non-traditional strategies to attract students who may be low performing and/or disengaged from math and science. Program activities include science experiments, field trips, STEAM projects, and guest speakers. The program will operate out of the Mount Vernon Public Library.

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
AS	461 South Sixth Ave, Mount Vernon, NY 10550	87	36		
AS	58 South Tenth Avenue, Mount Vernon, NY 10550	87	36		
AS	625 South Fourth Ave, Mount Vernon, NY 10550	87	36		

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 96	# Female 100
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ETHNICITY (Enter number of participants per ethnic group)			
White 4	Black or African American 176	Two or more races 4	Hispanic or Latino 16
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (Check no or yes)						No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages (enter # of participants in population described)	0-6	7-9 10	10-13 5	14-17	18-20	21+	
If "Yes," indicate number of youth	Youth aging out of foster care.			Children of incarcerated parents 3			
Youth in the juvenile justice system who re-enter the community				Runaway and homeless youth 12			

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

The Safe Haven program will operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers, and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures annually. Registration forms, attendance logs, and accident/ incident report forms will be maintained on-site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physical and psychologically safe environment for all participants.

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

Program staff will receive professional development training to include PYD 101 and OCFS regulations before the start of the program. During staff, parent, and participant orientations, the requirement of appropriate boundaries and the program's expectations will be outlined. During parent and participant orientation, staff will communicate the goals and objectives of the program, as well as the contact information for staff. Participants and parents will be asked to sign a written agreement which will confirm the participant's willingness to adhere to the program's guidelines. The staff will be assessed periodically through the use of NYSAN's QSA Tool to provide ongoing quality improvement.

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

Program staff will be qualified teachers and counselors who are familiar with adolescent development and intentionally deliver and encourage social and emotional learning through group activities. Staff will demonstrate the core competencies of working with youth, which include the ability to cultivate and maintain constructive relationships and connections with participants and their families.

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

The program activities will be relevant to the program goals and objectives. It will also be, age, and culturally appropriate. The Youth Bureau's staff have experience in serving the special populations, which include youth who are classified as low income, minority, disabled, homeless, foster care, and English language learners.

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

Staff will model appropriate pro-social behavior and interaction and intervene as necessary to correct inappropriate behavior. PYD encourages praise for good behaviors; therefore, staff will acknowledge positive actions through certificates and announcements during community-wide events.

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

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

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

Youth will participate in an array of activities that are seamlessly connected to youth to meet or exceed high standard for academic performance. Youth will demonstrate knowledge and skills requires lifelong learning and self-sufficiency in a dynamic world. Youth will have schedule activities that include physical fitness, art, DIY STEAM projects, field trips, and positive peer interaction. Youth will also be exposed character-building activities that promote social and personal responsibility and resistance skills.

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

The Safe Haven program has experienced synergy between Bureau and school personnel, along with the direct connection to other community supports that exist within the city. Coordination is evidenced by staff interactions with school personnel, youth, and families, particularly when there are large city events, workshops, and talent-shows. Families, community members, government officials, and the media will be invited for participants to showcase their knowledge gained or increased.

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

The MVYB will remain in compliance with the funding source's reporting and monitoring guidelines. The program director will submit monthly, quarterly, and annual statistical measurement reports on the County's web-based reporting system on or before the due dates. The program director will also monitor the program daily and meet with the immediate supervisor at least once a month. The meetings will discuss obstacles, program enhancements, progress, goal attainments, etc. Program staff will receive training annually from an NYS OCFS representative who will discuss in detail the NYS OCFS regulations, policies, State, and Local Laws on safety regarding after-school programs.

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.

The purpose of the Safe Haven After-school Drop-in, Summer Program, and Saturday STEAM program is for children to leave school prepared to live, learn, and work in a community as contributing members of society. The objective is to have children meet or exceed high standards for academic performance and demonstrate the knowledge and skills required for lifelong learning and self-sufficiency in a dynamic world. The program seeks to target elementary schools where academic proficiency rates are low. Progress on outcomes and quality improvements will be evidenced by attendance and activity sign-in sheets and satisfaction surveys.

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

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

IMPLEMENTING CONTRACTOR:
Mount Vernon Youth Bureau

PROGRAM TITLE:
Safe Haven Summer, Afterschool, and Saturday STEAM

LIFE AREA: (Enter Code & Description)	3ED: EDUCATION
GOAL: (Enter Code & Description)	31- Children will leave school prepared to live, learn, and work in a community as contributing members of society.
OBJECTIVE: (Enter Code & Description)	311 - Students will meet or exceed high standards for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency in a dynamic world.
SOS: (Enter Code & Description)	0311 - Academic Support Services: Programs or services which provide resources to support a youth's optimal academic performance.
HOW MUCH: (Enter Code & Description)	196 youth enrolled in the program (unduplicated)
HOW WELL: (Enter Code & Description)	0311B.1 85% of program staff trained in a feature of positive youth development
BETTER OFF: (Enter Code & Description)	0311C.1 90% of youth that have demonstrated an increase in positive youth development outcomes (i.e. academic improvement, STEAM awareness, science competition preparation, development of research skills)

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

PARTICIPANT GENDER:	MALE <u>96</u> FEMALE <u>100</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC NON-BINARY _____ CHOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE <u>4</u> BLACK OR AFRICAN AMERICAN <u>176</u> HISPANIC OR LATINO <u>16</u> AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES _____ OTHER NOT LISTED _____
AGES:	0-4 _____ 5-9 <u>110</u> 10-14 <u>86</u> 15-17 _____ 18-20 _____ 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
IF "YES," PLEASE DESCRIBE: <u>Foster care, Homeless and receiving state assistant</u>	

Implementing Agency: Mount Vernon Youth Bureau	Program Title: Youth Empowerment
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FUND AMOUNTS:		
Total Program Amount \$51,000	Funds Requested \$51,000	Cost Per Youth \$1,700

AUTHORIZED VOUCHER SIGNEES:			
1	Last Name Burrell-Butler	First Name Debbie	Title Executive Director
2	Last Name: Rodriguez	First Name: Glen	Title Financial Supervisor

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

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

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

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION:			
3:30pm – 5:30pm, 9am – 1pm	Days of operation: Mon. - Fri.	From: Jan 1, 2023	To: Dec. 31, 2023
Other <input type="checkbox"/> explain:			

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

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Gov't	1 Roosevelt Square	89	35		
Healthcare	107 So. 4 th Ave.	89	35		
Childcare	103 West 2 nd Street	89	35		

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 15	# Female 15
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ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American 20	Two or more races	Hispanic or Latino 10
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)						No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages (enter # of participants in population described)		0-6 10	7-9	10-13	14-17 20	18-20 5	21+ 5
If "Yes," indicate number of youth		Youth aging out of foster care			Children of incarcerated parents 2		
Youth in the juvenile justice system who re-enter the community 10				Runaway and homeless youth 2			

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 operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures bi-annually. Registration forms, attendance logs and incident /accident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physical and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately when a verbal or physical confrontation begins. Psychological Safety- Staff will receive training in PYD 101 to ensure the highest quality of psychological safety for all participants. The existing staff have received training focused on prevention and resiliency to promote participants' overall well-being. Activities are designed to be safe, healthy, and nurturing. Norms to include confidentiality, inclusion, and respect for others will be established and maintained by participants to foster an environment of psychological safety. All the M'VYB's staff are all trained in Youth Mental Health First Aide.

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

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

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

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

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

Given the 98 nationalities within the city of Mount Vernon, outreach to students from diverse backgrounds will be conducted on a ongoing basis. Program offerings and activities will be relevant, age and culturally appropriate . The Bureau's staff have experience in serving the special populations which include youth who are classified as low income, minority, disabled, homeless, foster care, English Language Learners (ELL) and youth who identify as LGBTQIA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IMPLEMENTING CONTRACTOR:
Mount Vernon Youth Bureau

PROGRAM TITLE:
Youth Empowerment

LIFE AREA: (Enter Code & Description)	1ES: ECONOMIC SECURITY
GOAL: (Enter Code & Description)	11 Youth with be prepared for their eventual economic self-sufficiency.
OBJECTIVE: (Enter Code & Description)	111 Youth seeking summer jobs will have employment opportunities
SOS: (Enter Code & Description)	0119 Employment Opportunities
HOW MUCH: (Enter Code & Description)	0119A.1 30 youth enrolled in the program (unduplicated)
HOW WELL: (Enter Code & Description)	0119B.2 80% of staff trained in a feature of positive youth development.
BETTER OFF: (Enter Code & Description)	0119C.1 85% of youth that have demonstrated an increase in positive youth development outcomes (i.e. physical fitness and activity, nutrition awareness, healthy decision making, social/ emotional skills).

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

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

Implementing Agency: Mount Vernon Youth Bureau	Program Title: STEP UP
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FUND AMOUNTS:		
Total Program Amount \$37,454	Funds Requested \$37,454	Cost Per Youth \$535.05

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

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

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

PROGRAM CONTACT PERSON:			
Last Name: Woodbury	First Name: Wayne	Title: Program Director	
Phone Number: 914-840-4009	Extension	Fax: 914-665-1373	Email Wwoodbury@cmvny.com

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION 8.30 am – 5.30 pm	Days of operation: Mon - Fri	From: Jan. 1, 2023	To: Dec. 31, 2023
Other <input checked="" type="checkbox"/> explain Step Up Summer Academy (SUSA) (9am – 1pm); (5-weeks). (Monday – Friday). (July 10 th thru August 11 th)			

PROJECTED TOTAL PROGRAM ENROLLMENT 70

PROGRAM SUMMARY: The Mount Vernon Youth Bureau's Step-Up Program combines the evidenced-based framework of the 40 Developmental Assets and NYS OCFS to reduce the risk behaviors and juvenile delinquency amongst males ages 7-18. The Step-Up Program provides opportunities, mentoring, academic support, provision, and social intervention, which increases protective factors within the community during in and out of school time. The program works to serve the highest risk male population, and targets mostly African American and Hispanics. National indicators and local data suggest that the risk of youth becoming involved in gang initiations, assaults, in-school suspensions, and risky behaviors increases during middle school age. However, research shows that intervention at an earlier age often shows high success rate. Surveys collected by staff that has developed relationships with troubled youth support the premise that intervention is necessary for elementary to high school students who have had several school suspensions, academic failures or have joined gangs for protection within their neighborhoods and schools. The program has evidenced a reduction in risk factors such as gang involvement, recidivism, and delinquent offenses such as truancy and school suspensions. Over the past thirteen years, the program has served over 800 young men. Last year, the program exceeded its enrollment goal by 20 serving 80 males. Both school Administrators and parents have expressed their gratitude and have said they have seen a reduction in school behavioral incidences, progression in academic achievement based upon improved school attendance/grades and homework completion: 85% of the participants were connected to employment opportunities and demonstrated increased job readiness skills and 70% of the participants showed improved knowledge of possible career paths through career exploration. In 2022, the Step-Up Summer Academy, provided 26 males a learned and earned opportunity and received a stipend of \$300. Year to date, there has been over 100 participants who attended the academy. Staff conduct workshops that include lectures from city and county officials; gang resistance; leadership skills, role-plays in the areas of government, practiced sign language, partook in fitness and other enrichment activities. Youth were also exposed to conflict resolutions techniques, avoidance of risky behaviors, drug prevention, mock interviews, and STEAM field trips. The Step-Up program has had success in intervening with youth that have been high ranking members of local street gangs and/or involved in the court system. The Summer Academy gives them another option to make constructive use of leisure time and earn money legally.

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Parker	461 S 6 th Avenue	89			
BTMS	624 S. 3rd Avenue	89			
Graham	421 E 5 th Street	89			

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

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 50	# Female
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ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American 40	Two or more races 19	Hispanic or Latino 10
American Indian or Alaskan Native	Asian 1	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)					No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages (enter # of participants in population described)	0-6	7-9 (5)	10-13 (35)	14-17 (25)	18-20 5	21+
If "Yes," indicate number of youth	Youth aging out of foster care 1		Children of incarcerated parents 10			
Youth in the juvenile justice system who re-enter the community: 3			Runaway and homeless youth: 6			

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

The Executive and Deputy Director will be re-iterating the importance of a safe and healthy place for the staff to remember it increases peer group interaction and decreases unsafe or confrontational peer interactions. The director and staff will in return communicate to worksite supervisors, community service hosts, and community stakeholders the importance to ensure that each location that is hosting program activities meets the safety requirements and are physically safe. In other words, staff will provide a psychologically safe environment for the young men and monitor peer to peer interaction. Currently, the Step-Up Director has a private office in Youth Bureau and classrooms at various schools which meet the physical and psychological safety requirements of the program.

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

The Program Director and staff will ensure proper boundaries and coordinated activities are deem age and developmentally appropriate. A program orientation for both participants and parents will state the program expectations and be reiterated throughout the program year. All the necessary information, such as contact information for the program, will be provided to participants, parents, and caregivers. All MVYB staff are properly trained in Youth Mental Health First Aide provided by WJCS.

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

Program staff are qualified and are considered by previous participants and parents to be a caring and responsible adult. The director and support staff are considered to be role models, has excellent communication skills, takes pride in building relationships with the participants and parents, but also with the schools' personnel and the community.

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

The Step-Up Program is an all-male program; however, referrals of at-risk females are made when necessary to other programs within the Bureau. Although the program services predominantly minority (African American & Hispanic), the MVYB does not discriminate and has an open-door policy that services all race, ethnicity, gender, or culture, especially since Mount Vernon, has over 98 different nationalities.

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

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

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

Staff will provide support and encouragement for the young men to be engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through the Youth Bureau's Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) program. Youth will aid in planning and implement community projects such as the Lights On After-School Rally; Albany-Youth Advocacy; Black History Challenge; HBCU Fair; Let Your Color Shine; World AIDS Day; National Night Out; Youth Townhall; Family Day; and Earth Day all of which will lead to efficacy.

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

Staff will focus on participant's qualities and challenges as a guide to increase positive youth development skills which lead to self-sufficiency. The young men will be exposed to the growing STEAM workforce; hands-on working experiences; opportunities to learn cultural literacy by taking trips; exposure to college environment; academies which increase communication skills; preparation for employment by completing employment applications and completing mock interviews; opportunities to develop social and cultural capital, and mentorship which helps in decision-making and increase resistance skills.

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

The Step-Up Program has and will continue to collaborate with the MYPD, MVCSD, Westchester County, YSOW, and other community agencies to make the program beneficial to its participants. Program Director will continue to interact with schools, youth, and families as needed to address concerns. Feedbacks to and from schools, families, and law enforcement will be provided when requested. Families, community members, government officials, program administrators, and the media will be invited to participate in program events.

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

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

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

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

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

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

IMPLEMENTING CONTRACTOR:
Mount Vernon Youth Bureau

PROGRAM TITLE:
Step UP / Summer Academy

LIFE AREA: (Enter Code & Description)	LIFE AREA 4CVC: Citizenship/ Civic Engagement
GOAL: (Enter Code & Description)	41 Goal: Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.
OBJECTIVE: (Enter Code & Description)	418 Objective: Children and youth will refrain from violence and other illegal behaviors.
SOS: (Enter Code & Description)	0420. Youth Leadership/Empowerment Opportunities: Programs that provide character education, leadership skills development and/or community/civic activities.
HOW MUCH: (Enter Code & Description)	70 youth enrolled in the program (unduplicated)
HOW WELL: (Enter Code & Description)	0420B.1 100% of program staff trained in a feature of positive youth development
BETTER OFF: (Enter Code & Description)	0421C.2 60 of youth with improved positive youth development outcomes (ie Leadership skills, and/or community engagement.

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

PARTICIPANT GENDER:	MALE <u>67</u> FEMALE _____ TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE _____ (FEMALE TO MALE) _____ GNC/NON-BINARY <u>3</u> CHOSE NOT TO ANSWER _____
ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN <u>40</u> HISPANIC OR LATINO <u>10</u> AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN <u>1</u> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES <u>19</u> OTHER:NOT LISTED _____
AGES:	0-4 _____ 5-9 <u>5</u> 10-14 <u>35</u> 15-17 <u>25</u> 18-20 <u>5</u> 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
IF "YES," PLEASE DESCRIBE: Runaway, Homeless, ESL, Incarcerated Parents	

SCHEDULE "B"
BUDGET

For the Period of Operation: January 1, 2023 - December 31, 2023

Agency Name: Mount Vernon Youth Bureau Program Title: Safe Haven

1. PERSONAL SERVICES

Position/Title	Rate of Pay	Basis (H.W.BW.SM)	Budget Requested
2 TEACHER AIDE (10HRS*31WKS)	\$ 25 00	H	\$ 15,500
4 TEACHER AIDE (10HRS*31WKS)	\$ 20 00	H	\$ 24,800
STEAM TEACHER AIDE (18HRS*6 WKS)	\$ 25 00	H	\$ 2,700
2 STEAM TEACHER AIDE (18HRS*6 WKS)	\$ 20 00	H	\$ 4,320
SUMMER TEACHER AIDE (30HRS*6 WKS)	\$ 25 00	H	\$ 4,500
3 SUMMER TEACHER AIDE (30HRS*6 WKS)	\$ 20 00	H	\$ 10,800
PROGRAM DIRECTOR	\$ 32 00	H	\$ 5,056
EXECUTIVE DIRECTOR	\$ 67 38	H	\$ 1,184
DEPUTY DIRECTOR	\$ 49 03	H	\$ 687
SENIOR ACCOUNT CLERK	\$ 39 54	H	\$ 439
TOTAL SALARIES AND WAGES:			\$ 69,986
TOTAL FRINGE BENEFITS:			5,354
TOTAL PERSONAL SERVICES (1)			\$ 75,340

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis (H. W. BW. SM)	Budget Requested
6 SUMMER STIPEND	350 00	session	\$ 2,100 00
DANCE INSTRUCTOR (summer session 13 est)	200 00	sessions	\$ 2,000.00
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 4,100

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

Category	Budget Requested
Supplies	\$ 1,616
Rent	
Utilities	
Telecommunications	344
Trips	\$ 3,540
Insurance	
Other Costs (Consumables)	2,060
TOTAL OTPS (3)	\$ 7,560

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	87,000
TOTAL WCYB FUNDS REQUESTED @ 100%	87,000

ATTACHMENT B-1

AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau

PROGRAM TITLE: SAFE HAVEN

ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Dry erase boards, constructions paper, glue sticks, pencils, markers, crayons, paint, play dough, glitter, scissors, bins, tissue paper, yarn, pompoms, pipe cleaners, craft sticks, tape, beads, strings and container with covers	1,616
Rent		
Utilities		
Telecommunications	One hotspot at \$28.70 per month for 12 months	344
Travel	3 buses at \$750. Admission Fee: 3 Educational, Health & Wellness & Environmental: 1 Bronx River Alliance 2 National Geographic Museum 3 Applebees (Kitchen Tour, learning about healthy eating & prepping food)	3,540
Insurance		
Other Costs (Consumables)	Snacks for STEAM and Summer	2,060
3. TOTAL OTPS \$		7,560

For the Period of Operation: January 1, 2023 - December 31, 2023

Agency Name: Mount Vernon Youth Bureau

1. PERSONAL SERVICES

Position/Title	Rate of Pay	Basis (H,W,B W, SM)
Yth Empl. Service Coord.	\$ 38.05	H
YESC Assistant (18 HRS*21 WKS)	\$ 18	H
10 YOUTH (10*6 WKS) SUMMER	\$ 15	H
10 YOUTH-AFTER-SCHOOL (10*6 WKS) FALL	\$ 15	H
10 YOUTH-AFTER-SCHOOL (10*6 WKS) WINTER	\$ 15	H
TOTAL SALARIES AND WAGES:		
TOTAL FRINGE BENEFITS:		
TOTAL PERSONAL SERVICES (1)		

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H,W, BW, SM)
TOTAL CONTRACTED SERVICES AND STIPENDS (2)		

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

Category
Supplies
Rent
Utilities
Telecommunications
Travel
Consumables
Miscellaneous
TOTAL OTPS (3)

TOTAL PROGRAM AMOUNT (1)+(2)+(3)
TOTAL WCYB FUNDS REQUESTED @ 100%

PROGRAM TOTAL BUDGET - ATTACHMENT E

AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau

PROGRAM TITLE: Youth Empowerment

**MAINTENANCE AND OPERATION
(All Other Expenses Except Facility Repairs)**

ITEM	LIST DESCRIPTIONS	AMOUNT
Program Supplies	consumable program supplies; Dry ease markers, markers, pens, pencils, large poster boards, and notebooks,	450
Maintenance/Equipment Repairs		
Equipment Rentals		
Equipment Purchases		
Space Rentals (Indicate Rate/Basis/Type, MUST attach a voucher or copy of rental agreement to request reimbursement)		
Travel - (Include *Mileage Rate - *current 2018 IRS rate is. @ .58 cents per mile, and is subject to change)	Trips & Admission Fee (Fall) (eg. Healthcare, Hospitality, IT/Media, Finance, Engineering)	\$ 1,218
Insurance		
Utilities and Telephones		
Other Costs		
3. TOTAL MAINTENANCE AND OPERATION		\$ 1,668

Add additional information below: attach additional sheet if necessary

For the Period of Operation: January 1, 2023 - December 31, 2023			
Agency Name: Mount Vernon Youth Bureau			Program Title: Step Up
1. PERSONAL SERVICES			
Position/Title	Rate of Pay	Basis (H,W,BW, SM)	Budget Requested
1 STEP UP DIRECTOR	\$ 25	H	\$ 4,988
5 COMMUNITY WORKER AIDE - FALL	\$ 15	H	\$ 5,250
5 COMMUNITY WORKER AIDE - WINTER	\$ 15	H	\$ 5,250
TOTAL SALARIES AND WAGES:			\$ 15,488
TOTAL FRINGE BENEFITS:			\$ 1,186
TOTAL PERSONAL SERVICES (1)			\$ 16,674

2. CONTRACT / CONSULTANT SERVICES AND STIPENDS

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis (H,W, BW, SM)	Budget Requested
35 YOUTH - STEP UP ACADEMY-SUMMER	\$300 per/yrh	session	10,500
3 Counselor In Training	\$350 per/yrh	session	1,050
Health & Wellness, and Training	\$ 330	Session	330
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 11,880

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

Category	Budget Requested
Supplies	500
Rent	
Utilities	
Telecommunications	\$ 250
Travel	\$ 6,750
Insurance	
Other Costs (Consumables)	\$ 1,400
TOTAL OTPS (3)	\$ 8,900

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	37,454
TOTAL WCYB FUNDS REQUESTED @ 100%	37,454

OTPS - ATTACHMENT B-1

AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau

PROGRAM TITLE: Step-Up

ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Activity supplies	\$ 500.00
Rent		
Utilities		
Telecommunications	Zoom for \$250 at \$20.83 per month.	\$ 250
Travel	3 buses at \$750, Admission Fee (3 trips) Educational (1. Botanical Gardens & Science Barge; 2. Science Museum & New York City) Summer Enrichment (3. Lake Compounce or Splash Down Park)	\$ 6,750
Insurance		
Other Costs (Consumables)	Snacks for the Summer	\$ 1,400
3. TOTAL OTPS		\$ 8,900

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	Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form		

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:100%; height: 20px;"> <tr> <td style="width: 10%;"></td><td style="width: 10%;"></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) <input type="checkbox"/> Checking <input type="checkbox"/> Savings										
<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width: 10%;"></td><td style="width: 10%;"></td> </tr> </table>												
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) 995-3871

Website: www.westchestergov.com/youth

