

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (“County”), acting by and through its Youth Bureau (“Youth Bureau”), to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide its Sixth Grade Leadership Academy (“Program”) which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference. The IMA will be for a term commencing retroactively on January 1, 2026 and expiring on June 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

The Sixth Grade Leadership Academy after-school program will be open to current Yonkers Youth who are in sixth grade preparing to transition into a new school to complete seventh and eighth grades. The program aims to teach youth how to develop their authentic self and leadership skills to ready them to enter a new middle school.

The curriculum will include weekly lessons focusing on self-development, leadership skills, etiquette, social skills, anti-bullying, academics, and mental health. Lessons will be taught by trained on-site staff and special guest instructors in various interactive and engaging methods.

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

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


The Department of Planning has advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, which is on file with the Clerk of your Honorable Board. Your Committee concurs with this recommendation.

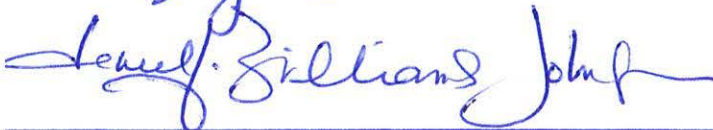
Your Committee has carefully considered this matter and recommends approval of the Act, noting that it requires not more than an affirmative vote of a majority of the members of your Honorable Board.

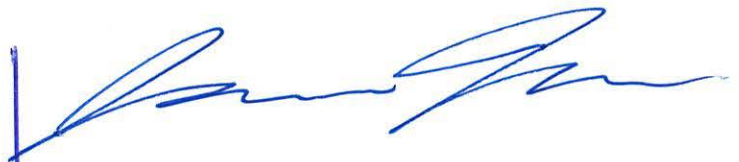
Dated: May 18th, 2026  
White Plains, New York

  
Vedat Jasiri

Amant Nader

 Joshua Holstein (ES)

 Jennifer Williams



  
Vedat Jasiri

s/mg/4-8-26  
COMMITTEE ON  
Budget & Appropriations

Seniors & Youth

Dated: May 18, 2026  
White Plains, New York

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

**Budget & Appropriations**



**Seniors & Youth**



# FISCAL IMPACT STATEMENT

SUBJECT: Sixth Grade Leadership Academy ("Program")

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      \$ 66000

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 \$ 66,000

Describe: The Youth Bureau will provide a Sixth Grade Leadership Academy Program, which includes transitioning sixth grade students into middle school through weekly lessons, guest instructor, and an end of the year conference. City of Yonkers required to provide \$66,000 cash match.

Contract Period 01/01/2026-12/31/2026

Potential Related Revenues:      Annual Amount \$ 0

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

\_\_\_\_\_

\_\_\_\_\_

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

Current Year:      \$0

\_\_\_\_\_

\_\_\_\_\_

Next Four years: NA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: Gregg Peterson

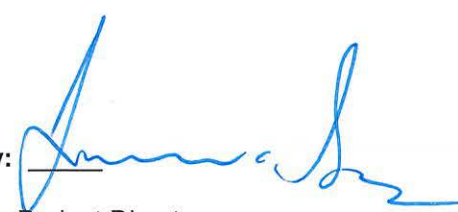


Title:      Financial Coordinator

Department: CEO/Youth Bureau

*NO*  
*4/20/26*

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



Budget Director

*4/20/26*

If you need more space, please attach additional sheets.

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

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

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

**SECTION 1.** The County of Westchester (“County”), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Yonkers (“Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide a Sixth Grade Leadership Academy (“Program”) which shall include, but not be limited to, transitioning sixth grade students into middle school through weekly lessons, guest instructors, and an end-of-the-year conference for a term commencing retroactively on January 1, 2026 and expiring on December 31, 2026, in the total aggregate amount of One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality, payable pursuant to an approved budget.

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

§ 3. This Act shall take effect immediately.

## INTER-MUNICIPAL AGREEMENT

**THIS INTERMUNICIPAL AGREEMENT** (“Agreement”), made \_\_\_\_\_  
\_\_\_\_\_ by and between

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

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

### **WITNESSETH:**

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

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

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

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

**SECOND:** The term of this Agreement shall commence January 1, 2025 and terminate December 31, 2025, unless terminated earlier pursuant to the provisions of this Agreement.

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

**THIRD:** The total aggregate cost of the work shall be One Hundred Thirty-Two Thousand (\$132,000) Dollars, comprised of an amount not to exceed Sixty-Six Thousand (\$66,000) Dollars payable by the County plus a 100% match from the Municipality. The amount payable by the County shall be payable quarterly, pursuant to the budget 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 Work to be performed hereunder.

Payment under this Agreement shall be made after submission by the Municipality of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Director. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

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

The Municipality expressly represents that the Budget lists true and anticipated costs of personnel and other costs of service to be rendered by the Municipality in performing the Work. In the event that actual operating expenses may exceed anticipated expenses detailed in the Budget, the Municipality will submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. Such budget modification request must be approved and authorized prior to expenditure by the Municipality. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Municipality's reduction of services if such consent is not granted. The Municipality is solely responsible for any over-expenditure or improper expenditure relating to this Agreement and the County assumes no responsibility for any over-expenditure or improper expenditure of the money provided to the Municipality hereunder.

Conversely, in the event that actual operating expenses may be less than the anticipated expenses detailed in the Budget, the Municipality shall submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. If the County determines that the unneeded funds may be utilized by the Municipality for other approved reimbursable Work purposes, the County shall consider a budget modification to reallocate the unneeded funds to other Work purposes. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Municipality's reallocation of funds to other Work purposes if such consent is not expressly granted. Such budget modification request must be approved and authorized prior to expenditure by the Municipality.

**FOURTH:** Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of each schedule. The Municipality agrees that the terms of each of these schedules has been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed each of these schedules accurately and completely.

1.) Schedule "D" — "Business Enterprises Owned and Controlled by Women or Persons of Color"

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

2.) Schedule "E" — "Required Disclosure of Relationships to County"

In the event that any information provided in Schedule "E" must be changed during the term of this Agreement, the Municipality agrees to notify the County in writing within ten (10) business days and provide an updated version of the schedule. The Municipality shall also have each approved subcontractor complete a separate Schedule "E" and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Municipality within ten (10) business days of such event and such information shall be forwarded by the Municipality to the County in the manner described above.

3.) Schedule "F" — "Criminal Background Disclosure"

This schedule is required pursuant to Executive Order No. 1-2008.

4.) Schedule "G" — Intentionally Omitted

5.) Schedule "H" — Intentionally Omitted

6.) Schedule "I" — "Vendor Direct Program - Electronic Funds Transfer"

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

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

7.) Schedule "J" – Westchester County Youth Bureau Sample 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 shall procure and maintain insurance coverage as specified in Schedule "C" attached hereto and made a part hereof. Notwithstanding the preceding sentence, the Municipality may provide proof of self-insurance in lieu of insurance policies. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

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

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

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

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

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

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

**SEVENTH:** The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

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

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

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

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

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

to the Municipality: City of Yonkers  
285 Nepperhan Avenue,  
Yonkers, New York 10701

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

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

**TWELFTH**: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

**THIRTEENTH:** This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

**FOURTEENTH:** The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

**FIFTEENTH:** The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of

Westchester County. The Municipality acknowledges and understands that the County maintains a zero-tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

Notwithstanding the foregoing, all deliverables created under this Agreement by the Municipality are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Municipality hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one copy of each deliverable.

The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Municipality agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

The Municipality hereby agrees that any document, record or recorded data of any kind delivered to the County pursuant to this Agreement, which the County intends to digitally publish and make available on the Internet or Intranet, shall comply with the most current standards set forth in both, (a) Section 508 of the federal Rehabilitation Act of 1973, as amended; and (b) the

Web Content Accessibility Guidelines (WCAG) (collectively, the “Accessibility Standards”), pursuant to the goals and objectives of the Americans with Disabilities Act of 1990 and the County’s Digital Content Accessibility Policy, which is linked hereto and made a part hereof: <https://www.westchestergov.com/digital-content-accessibility-policy>. The Accessibility Standards shall not apply to drafts or non-final versions of any such documents, unless the County, in writing, specifies otherwise.

The Municipality must demonstrate compliance with the Accessibility Standards and may do so using third-party accessibility ‘checker’ software, manual checking or any another suitable method acceptable to the County. Further, the County may require the Municipality, at the Municipality’s sole cost and expense, to certify compliance with the Accessibility Standards.

If the County determines that a document or other deliverable does not meet the Accessibility Standards, the Municipality shall, at its sole cost and expense, promptly remedy such non-compliance. In the event the Municipality does not promptly remedy any such non-compliant issues or deficiencies, the County may exercise any rights and remedies available to it at law or equity, including, but not limited to, the right to remedy said issues or deficiencies, in which event the County shall either seek reimbursement from the Municipality for any such costs and expenses incurred by the County in connection therewith, to be paid within thirty (30) days from receipt of written notice thereof, or offset such costs and expenses against any amounts due to the Municipality under the Agreement or other agreements.

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

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

**THE COUNTY OF WESTCHESTER**

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

Name:

Title:

**THE CITY OF YONKERS**

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

Name:

Title:

ATTESTATION REGARDING AUTHORITY OF SIGNATORY

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

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

Name:

Title:

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

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
CON141260

**SCHEDULE "A"**  
**SCOPE OF WORK**

<b>Implementing Agency:</b> Yonkers Youth Bureau	<b>Program Title:</b> 6 <sup>th</sup> Grade Leadership Academy
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<b>FUND AMOUNTS:</b>		
Total Program Amount: \$132,000	Funds Requested: \$66,000	Cost Per Youth:

<b>AUTHORIZED VOUCHER SIGNEES:</b>			
1.	Last Name: Liszewski	First Name: John	Title: Chief Financial Officer
2.	Last Name:	First Name:	Title:

<b>AGENCY /MUNICIPALITY INFORMATION:</b>			
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number:			
Agency Website: <a href="http://www.yonkersny.gov/youthbureau">www.yonkersny.gov/youthbureau</a>		Implementing Agency/Municipality:	
Mailing Street Address: 285 Nepperhan Avenue			
Suite/Floor/Room # / P.O. Box:	City: Yonkers	State: NY	Zip Code: 10701

<b>AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :</b>			
Last Name: Sansone	First Name: Steve		Title: Commissioner
Phone Number: 914-377-6430	Extension:	Fax:	Email: <a href="mailto:steve.sansone@yonkersny.gov">steve.sansone@yonkersny.gov</a>

<b>PROGRAM CONTACT PERSON:</b>			
Last Name: Villa	First Name: Jennifer		Title: Director of Youth Services
Phone Number: 914-377-6443	Extension:	Fax:	Email: <a href="mailto:jennifer.villa@yonkersny.gov">jennifer.villa@yonkersny.gov</a>

<b>PERIOD OF ACTUAL PROGRAM OPERATION :</b>			
HOURS OF OPERATION: 3:00 – 6:00 PM	Days of operation: Monday – Friday	From: February 2026	To: December 2026
Other <input type="checkbox"/> explain:			

**PROJECTED TOTAL PROGRAM ENROLLMENT: 100**

**PROGRAM SUMMARY:** Middle school is the period in a student's life that takes place after elementary school and before high school. The Yonkers Youth Bureau recognizes that students during these years are transitioning into adolescence, and as such have different physical, emotional, and cognitive needs. The Yonkers Youth Bureau will host multiple (goal: 6) 8 week after-school program (at various sites –schools, libraries, and community centers) to help youth transition throughout middle school. We will teach them how to develop their authentic self and leadership skills to ready them to enter new middle school. The curriculum will include weekly lessons that focus on self-development, leadership skills, etiquette, social skills, anti-bullying, academics and mental health. Lessons will be taught in an interactive and engaging way to prevent boredom.

**PROGRAM SITES- Most significant (3 Maximum)**

Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
School	Patricia A. DiChiaro School 373 Bronxville Road, Yonkers				
School	MLK Jr. Academy 140 Fillmore Road, Yonkers				
Center	Spreckman Community Center 777 McLean Avenue, Yonkers				

**GENDER OF PROGRAM PARTICIPANTS** (enter number of participants per gender)

# Male 40

# Female 60

**ETHNICITY** (Enter number of participants per ethnic group)

White 20

Black or African American 40

Two or more races

Hispanic or Latino 35

American Indian or Alaskan Native

Asian 5

Native Hawaiian or other Pacific Islander

**IS TARGET POPULATION SERVING DISCONNECTED YOUTH?** (check no or yes)No Yes 

Ages: (enter # of participants in population described)

0-6

7-9

10-13: 100

14-17

18-20

21+

If "Yes," indicate number of youth:

Youth aging out of foster care:

Children of incarcerated parents:

Youth in the juvenile justice system who re-enter the community

Runaway and homeless youth

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

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

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

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

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

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

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

This program will be open to current Yonkers Youth who are in 6<sup>th</sup> -8<sup>th</sup> . Program sites will be: onsite at schools, community centers and libraries. The various sites will allow us to reach more youth.

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

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

**6. Support for Efficacy & 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.

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

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

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

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

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

### **Monitoring and Evaluation Methods**

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

We will have various monitoring methods in place:

- 1:1 conversations to learn about personalities and leadership skills
- Leadership programs within that will focus on results

Ongoing trainer team meetings will ensure program goals are met at each session

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

**We will have various evaluations methods in place:**

- Parent and student evaluation questionnaires
- Youth participant end of program meetings

Daily trainer meetings will ensure program goals are being met (end of night)

**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:**  
Yonkers Youth Bureau

**PROGRAM TITLE:**  
6<sup>th</sup> Grade Leadership Academy

<b>LIFE AREA:</b> (Enter Code & Description)	3ED: Education
<b>GOAL:</b> (Enter Code & Description)	31: Children will leave school prepared to live, learn, and work in a community as contributing members of society
<b>OBJECTIVE:</b> (Enter Code & Description)	312: Students will stay in school until successful completion
<b>SOS:</b> (Enter Code & Description)	312: Dropout Prevention Services: a program or service designed to support the retention of all students, and the prevention of dropouts from the most at-risk youth. These may include but are not limited to learning disabilities, bilingual education, alternative education, and other programs or services geared toward retention.
<b>HOW MUCH:</b> (Enter Code & Description)	0311A.1: 100 youth participating (unduplicated)
<b>HOW WELL:</b> (Enter Code & Description)	0312B.1: 100% of program staff with positive youth development training and/or with higher education
<b>BETTER OFF:</b> (Enter Code & Description)	0312C.1: 90 # of youth remaining in school

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

<b>PARTICIPANT GENDER:</b>	MALE <u>40</u> FEMALE <u>60</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOOSE NOT TO ANSWER _____
<b>ETHNICITY:</b> (Enter number of participants per ethnic group)	WHITE: <u>20</u> BLACK OR AFRICAN AMERICAN <u>40</u> HISPANIC OR LATINO <u>35</u> AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN <u>5</u> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES _____ OTHER/NOT LISTED _____
<b>AGES:</b>	0-4 _____ 5-9 _____ 10-14 <u>100</u> 15-17 _____ 18-20 _____ 21+ _____

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

For the Period of Operation: January 1 - December 31, 2026	Contract #: "To Be Assigned"
Agency/Municipality Name: Yonkers Youth Bureau	Program Title: 6th Grade Leadership Academy

**1. PERSONAL SERVICES**

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Program Manager / Lead Instructor	60.00	H	5,000	
Program Coordinators (4)	30.00	H	23,000	
Program Specialists (2)	50.00	H	20,000	
Instructors (4)	40.00	H	30,000	
Program Assistants (8)	20.00	H	15,000	
<b>TOTAL SALARIES AND WAGES</b>			93,000	
<b>TOTAL FRINGE BENEFITS</b>				
<b>TOTAL PERSONNEL SERVICES (1)</b>			<b>\$ 93,000</b>	

**2. CONTRACTED SERVICES AND STIPENDS**

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
Special Guests (Speakers / Activities)	\$500-\$1,500	S	20,000	
Stipends/Participants	\$150.00	S	3,500	
<b>TOTAL CONTRACTED SERVICES AND STIPENDS (2)</b>			<b>\$ 23,500</b>	

**3. MAINTENANCE & OPERATION**

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

**TOTAL PROGRAM AMOUNT**      **\$ 132,000**

**TOTAL WCYB FUNDS REQUESTED**      **\$ 66,000**

List Other Funding Sources	\$ 66,000	Reimbursable Total
	\$ 66,000	Municipal Funding
	\$ -	Other Sources

**PROGRAM TOTAL BUDGET - ATTACHMENT E**

AGENCY/MUNICIPALITY NAME: Yonkers Youth Bureau

PROGRAM TITLE: 6th Grade Leadership Academy

**MAINTENANCE AND OPERATION**

(All Other Expenses Except Facility Repairs)

ITEM	LIST DESCRIPTIONS	AMOUNT
Program Supplies	General program supplies (notebooks, pens/pencils, workbooks activities, crafts, games   apparel (t-shirts)	8,500
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 2014 rate is: @ \$0.56 ___ per mile; and is subject to change)		
Insurance		
Utilities and Telephones		
Other Costs	Snacks and refreshments	7,000
<b>3. TOTAL MAINTENANCE AND OPERATION</b>		<b>\$ 15,500</b>
Add additional information below; attach additional sheet if necessary		

**WESTCHESTER COUNTY YOUTH BUREAU**  
**FISCAL REQUIREMENTS AND POLICIES**

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-6418.

**Below is a list of current funding categories:**

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

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
West. County BOL	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

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

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

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

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
Stipend (prior approval req.)	Time Sheet and Proof of Payment
OTPS /Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement Payment	Employee Exp. Request Form, Receipt, and Proof of Payment

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

Westchester County Youth Bureau  
112 East Post Road, 3rd Floor  
White Plains, NY 10601  
ggxp@westchestercountyny.gov

**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"

### QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
  - a. is at least 51% owned by one or more persons of color or women;
  - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
  - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
  - d. is an enterprise authorized to do business in this state which is independently owned and operated.
  
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
  
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color", as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

\_\_\_\_\_ No

\_\_\_\_\_ Yes

**Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.**

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

\_\_\_\_\_ Women

\_\_\_\_\_ Persons of Color (*please check off below all that apply*)

\_\_\_\_\_ Black persons having origins in any of the Black African racial groups

\_\_\_\_\_ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

\_\_\_\_\_ Native American or Alaskan native persons having origins in any of the original peoples of North America

\_\_\_\_\_ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

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[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "E"**  
**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

1.) Are any of the employees that the Municipality will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

2.) Are any of the owners of the Municipality or their spouses a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

3.) Do any County officers or employees have an **interest**<sup>1</sup> in the Municipality or in any approved subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

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[NO FURTHER TEXT ON THIS PAGE]

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<sup>1</sup> "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

**SCHEDULE "F"**  
**CRIMINAL BACKGROUND DISCLOSURE**

**INSTRUCTIONS**

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.<sup>1</sup> Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal

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<sup>1</sup> For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

### Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer<sup>2</sup>. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

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<sup>2</sup> Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

**Subconsultants, Subcontractors, Sublessees, or Sublicensees**

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

**New Persons Subject to Disclosure**

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

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*PLEASE CONTINUE TO THE*

*Criminal Background Disclosure Form and Certification*

*BEGINNING ON THE NEXT PAGE*

**CRIMINAL BACKGROUND DISCLOSURE**  
**FORM AND CERTIFICATION**

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: \_\_\_\_\_

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
  
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are as follows:

If none, check this box:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to **either of the** questions above are as follows:

If none, check this box:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(If more space is needed, please attach separate pages labeled "YES Answers - Continued")

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By executing this Agreement, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

**It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.**

**It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.**

**It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.**

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[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "I"**

**Westchester County Vendor Direct Program Frequently Asked Questions**

**1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

**2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?**

Yes.

**3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

**4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

**5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

**6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

**7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

**8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?**

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

## 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: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

### 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.

NEW/CHANGE VEN EFT 9/08

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

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

1<sup>st</sup> Notice

2<sup>nd</sup> Notice

Final Notice

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

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

**Program Monitor Notes:**

WESTCHESTER COUNTY  
BOARD OF LEGISLATORS

2025 APR 28 PM 3:58

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