### 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, 2022 and expiring on December 31, 2022, for an amount not to exceed One Hundred Sixty Three Thousand Nine Hundred and Seventy Six (\$163,976.00), 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 (Safe Haven After-School, Summer Program, & Saturday STEAM), (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 Programs have been funded in the past and 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.

The proposed IMA does not meet the definition of an action under 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 14, 2022, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to reach its own conclusion.

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.

Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to enter into this IMA. 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. Based on the importance of the Programs to the County, your favorable action on the proposed Act is respectfully requested.

Dated: May 9 , 2022
White Mains, New York

**COMMITTEE ON** 

Budget + Appropriations

Seniors + Youth

Dated: May 9, 2022 White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 56 of the New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**BUDGET & APPROPRIATIONS** 

COMMITTEE

**SENIORS & YOUTH** COMMITTEE

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FISCAL IMPACT STATEMENT SUBJECT: Mt. Vernon Youth Program 2022 NO FISCAL IMPACT PROJECTED OPERATING BUDGET IMPACT (To be completed by operating department and reviewed by Budget Department) A) X GENERAL FUND AIRPORT □ SPECIAL REVENUE FUND (Districts) **B) EXPENSES AND REVENUES** Total Current Year Cost \$ 163976 Total Current Year Revenue \$ Source of Funds (check one): Current Appropriations ☐ Transfer of Existing Appropriations Additional Appropriations Other (explain) Identify Accounts: 101-52-2508-5100 Potential Related Operating Budget Expenses: Annual Amount \$ 163,976 Describe: Contract with the City of Mount Vernon, pursuant to which the City, acting by and through its Youth Bureau, would provide its Youth Empowerment Program, Safe Haven Program, Step Up Program and After School Program, for the period from January 1, 2022 through December 31, 2022. Potential Related Revenues: Annual Amount \$ Describe: Anticipated Savings to County and/or Impact on Department Operations: **Current Year:** 163,976 Next Four years: \_\_\_0

Prepared by: Bernie Dean

Title:

Financial Administrator

Department: CEO/Youth Bureau

If you need more space, please attach additional sheets.

Reviewed By:

**Budget Director** 

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, 2022 and expiring on December 31, 2022 for a total amount not to exceed One Hundred Sixty Three Thousand Nine Hundred and Seventy Six (\$163,976.00) Dollars.

**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 (Safe Haven After-School, Summer Program, & Saturday STEAM), (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, 2022 and expiring on December 31, 2022, for an amount not to One Hundred Sixty Three Thousand Nine Hundred and Seventy Six (\$163,976.00), 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.

### INTER-MUNICIPAL AGREEMENT

THIS	INTER-MUNICIPAL AGREEMENT ("Agreement"), made the day of, 2022, by and between:
	THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County"),
and	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, 2022 and shall terminate on December 31, 2022, 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 \$163,976.00, payable quarterly, pursuant to an approved budget. Funds for this Work shall be divided amongst the following youth programs:

The Safe Haven Program (Safe Haven After-School, Summer Program, & Saturday STEAM), for a not to exceed amount of \$84,513.00, the Youth Empowerment program for a not to exceed amount of \$48,706.00, and the Step Up program for a not to exceed amount of \$30,757.00.

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.

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

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

- a.) The Municipality is doing so voluntarily, as required by New York State Technology Law Sections 305 and 309;
- b.) The Municipality represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;

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

<u>SIXTH</u>: 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.

SEVENTH: (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.

EIGHTH: 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.

<u>NINTH</u>: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

TENTH: 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.

<u>ELEVENTH</u>: 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 Direct

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.

**TWELFTH**: 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.

**THIRTEENTH:** 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.

**FOURTEENTH:** 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.

FIFTEENTH: 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.

SIXTEENTH: 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.

SEVENTEENTH: 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.

**EIGHTEENTH:** 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:

to be executed:		
	COUNTY OF WESTC	HESTER
		$\Diamond$
	By:	
	Kenneth W. Jenkins	
	Acting County Execu	itive
		Maria de la companya della companya
	THE CITY OF MOUN	TVERNON
	BÜ	
	Mayor, City of Moun	nt Vernon
	the state of the s	
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Approved by the W	estchester County Board of Legislators of the	County of Westchester by
Act No. 2022 -		
Approved by the M	t. Vernon City Council on the day of	, 2022.
part of the second		
Approved:	The state of the s	
San Committee of the Co		
Senior Assistant Co		
The County of Wes	tchester	
s/C/JPI/YOB/Mt.Vernon.You	uh.IMA.4.3:22/ /	

## MUNICIPAL ACKNOWLEDGMENT (Municipal Corporation)

STATE OF NEW YO	ORK )	99.		
COUNTY OF WEST	CHESTER)	SS.:		
On this	to	me known, ar	id known t	, before me personally came o me to be the
in and which execute he/she, the said	d the within instr	resides	eing by me at and that he	, the corporation described e duly sworn did depose and say that
	such corporate sea	al and that it v	was so affix	rporation; that the seal affixed to the ked by order of the Board of Directors like order.
				The state of the s
				otary Public

## CERTIFICATE OF AUTHORITY (Municipality)

(Officer other than officer signing con	tract), certify that I am the
	of the
(Title)	of the(Name of Municipality)
(the "Municipality") a corporation duly organized i	
(the manufactor) a corporation and organization	
	<u></u>
(Law under which organized, e.g., the New York Vi	illage Law, Town Law, General Municipal Law)
named in the foregoing agreement that	
named in the foregoing agreement that(Person	n executing agreement)
Cross .	n executing agreement)
who signed said agreement on behalf of the Munic	ipality was, at the time of execution
<del>-</del>	
//D:/1 C 1	of the Municipality,
(Title of such person),	
that said agreement was duly signed for on behalf of	of said Municipality by authority of its
that said agreement was dary signed for our solution	sala wamo.pancy by admostly of its
	thereunto duly authorized,
(Town Board, Village-Board, City Council)	The state of the s
and that such authority is in full force and effect at	the date nereof.
The state of the s	
	(Cionatana)
	(Signature)
STATE OF NEW YORK	
COUNTY OF WESTCHESTER   s	S.:
COUNTY OF WESTCHESTER )	
On this day of, 20, bet	
	ppears above, to me known, and know to be the
(Title)	4.14.5.15.5.5.47.4
the municipal corporation described in and which e	
duly sworn did depose and say that he, the said	
resides at	, and that, of said municipal corporation.
he/she is the( <i>Title</i> )	of said municipal corporation.
(1111c)	
<del>-</del>	Notary Public County

## SCHEDULE A WESTCHESTER COUNTY YOUTH BUREAU INDIVIDUAL PROGRAM APPLICATION

Implementing Agency: City	of Mount V	ernon P	rogram Title: Safe	Haven After-School	/ Sumr	ner / CIT and STEAM
		·				
FUND AMOUNTS:	·····					· · · · · · · · · · · · · · · · · · ·
Total Program Amount: \$84,5	i13 F	unds Requeste	d: \$84,513	Cost Per Youth: \$60	8.66	
	7.3					
AUTHORIZED VOUCHER SI	GNEES:					
Last Name: Burrell-Butle	Ě	First Name: De	bbie	Title: Executive Di	rector	
Last Name: Rodriquez		First Name: Gl	ən	Title: Accounting C	Clerk	
		3				
AGENCY /MUNICIPALITY IN	FORMATI	ON:	· · · · · · · · · · · · · · · · · · ·			
Implementing Agency is: (che	ck box)		Not For Profit		Put	olic 🖾
Federal ID Number:13-60073	05					
Agency Website: www.cmvny	.com		Implementing Age Bureau	ncy/Municipality: City	of Mou	int Vernon Youth
Mailing Street Address: One I	Roosevelt S	Square				
Suite/Floor/Room # / P.O. Bo	x;	City: Mount Ve	emon	State: NY	Zip	Code:10550
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AGENCY /MUNICIPALITY E	KECUTIVE	DIRECTOR:				: '
Last Name: Burrell-Butler	First Nam	e: Debbie	,	Title: Executive	Direct	or
Phone Number: (914) 665-2344	Extension	Ľ	Fax: (914) 665-1373	Email: Dburrell@	g)cmvn	y.com
PROGRAM CONTACT PERS	ON:					
Last Name: Treasure	First Nam	e: Carolyn		Title: Program	Directo	r
Phone Number: (914) 665-7495	Extension	n:	Fax: (914) 665-1373	Email: Ctreasur	e@cmv	/ny.com
		· ·				
PERIOD OF ACTUAL PROG	RAM OPE	RATION:	· · · · · · · · · · · · · · · · · · ·			
HOURS OF OPERATION: 3	om – 5pm	Days of opera	ation 5 Days	From: 1/1/ 2022		To: 12/31/2022
Other  explain: Some Satu	rdays are i	ncluded for the S	STEAM program activ	vilies and trips		
x <i></i>	abbie Bus	rell-Butler		3- <b>2</b> -	<u>·22</u>	
EXECUTIVE DIRECTOR	R / BOARD	CHAIRPERSON	N SIGNATURE	DATE		

#### PROJECTED TOTAL PROGRAM ENROLLMENT 140

PROGRAM SUMMARY: The <u>Safe Haven After-School Drop In Program</u> provides academic support in services in ELA, Science, Social Studies and Math at Grimes and Cecil Parker schools in an effort to close the learning gap, which has increased in the wake of the pandemic. The objective of the program is as follows: Participants will meet or exceed high standards for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency. The Mount Vermon Youth Bureau has provided a safe and nurturing environment for youth ages 6-12through the Safe Haven Program for more than twenty (20) years. Free homework assistance and enrichment activities allow for children in low income families to experience positive youth development opportunities that would otherwise not be available.

Participants in the <u>Safe Haven Summer Program</u> will have a safe and exciting place to spend their time during the summer break, five days a week from 9:00am – 5:00pm. Participants are offered the opportunity to experience various field trips as well as STEAM activities, health and wellness projects which include physical fitness classes, music arts and crafts. The Safe Haven Program also provides participants that have previously been served through the program with opportunities to work as Councilors in Training (CITs) and/or Tutors.

<u>Safe Haven Saturdays STEAM Academy</u> was created to provide academic enrichment programming for students in grades 2<sup>nd</sup> – 6<sup>th</sup> grades on Saturdays, during the winter months. This program encourages academic and career exploration in the fields of Science, Technology, Engineering Arts and Math. To support the New York State Education Departments Regent Agenda and Common Core State Standards. The Mount Vernon Youth Bureau will collaborate with parochial, public and charter schools to provide a combination of traditional and non-traditional strategies to attract students who are disengaged from math and science. Program activities include science experiments, field trips and STEAM projects. The program operates out of the Mount Vernon Public Library in person, however, will revert to virtual should the COVID cases increase.

PROGRAM SI	TES- Most significant (3 Maximum)				
Туре	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Grimes k-8 school	58 So. 10th Ave. Mt Vernon, NY 10550	87	36	City of Mt Vernon Planning Board	N/A
Parker k-8 school	461 So. 6 <sup>th</sup> Ave Mt. Vernon, NY 10550	87	36	City of Mt Vernon Planning Board	N/A
Mt Vernon High School (summer)	100 California Road Mt. Vernon, NY 10552	87	36	City of Mt Vernon Planning Board	N/A

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

ETHNICITY	(Enter number of participar	nts per ethnic g	roup)	<u> </u>		· · · · · · · · · · · · · · · · · · ·		
White 5 Black or African American 10			Two or mo	ore races 1	5 Hi	spanic or Lati	no 19	
American Indian or Alaskan Native Asian 1 Native Hawa					Hawaiian	or other Pacifi	c Islander	
** ** * * * * * * * * * * * * * * * * *								
IS TARGET	POPULATION SERVING I	DISCONNECTI	ED YOUTH:	? (check	no or yes)		No 🗆	Yes ⊠
	POPULATION SERVING I		ED YOUTH1 0-6/10	? (check 7-9 /50	no or yes) 10-13/70	0 14-17	No □	Yes ⊠
Ages: (enter			0-6/10	7-9 /50	10-13 /7			21+

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

1. Physical & Psychological Safety: Sale and health-promoting facilities; practices that increase sale peer group interaction and decrease unsale 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 report forms will be maintained on sile. 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 if and when a verbal or physical confrontation begins. There is a zero-tolerance policy regarding violence.

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 <u>developmentally</u> appropriate. Staff will maintain the onus of contacting parents in the event that a participant is non-compliant and/or needs additional support.

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 present 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.

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

The Mount Vernon Youth Bureau will employ staff who are familiar with the elementary, middle and high school population and the structure of the Mount Vernon City School District. 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 to young people engaged in various program activities. Staff will encouarge leadership and community involvement by providing community service opportunities. Youth will plan and implement 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.

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.

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 isk 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 Step Up! Program is shared and resources are coordinated. Families, community members, government officials and the media will be invited to participate in program events.

### 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.

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 predetermined 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, time frame and evaluation process will be developed by the Coordinator during the first month of the program and updated on a monthly basis. The work plan will be reviewed and monitored by the Executive and/ or Deputy Director. Monthly reports and site vists 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 completition 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: Mt Vernon Youth Bureau	
PROGRAM TITLE: Safe Haven after-school/ summer/STEAM	

LIFE AREA: (Enter Code & Description)	3ED EDUCATION
GOAL: (Enter Code & Description)	311. 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 and exceed high standards for academic performance and demonstrate knowledge and skills required for life-long learning and self-sufficiency.
SOS: (Enter Code & Description)	0311. Academic Support Services: Programs and services which provide resources to support youths' optimal academic performances.
HOW MUCH: (Enter Code & Description)	140
HOW WELL: (Enter Code & Description)	0311B.2 - 80% of the program's activities will use quality assessment tools.
BETTER OFF: (Enter Code & Description)	0311C.1 - 85% of the youth will improve their academic performance.

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

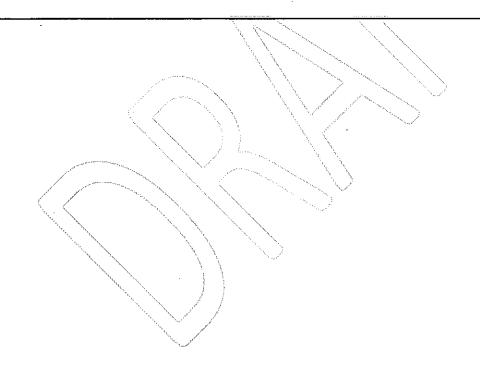
PARTICIPANT	r gender:		FEMALE <u>75</u> (FEMALE TO N TO ANSWER	IALE)	,		, <del></del>	
ETHNICITY: (Enter number of participants per ethnic group)	WHITE AMERICAN INDIA NATIVE HAWAIIA OTHER/NOT LIST	IN OR ALASKAN N OR OTHER P	I NATIVE 19	ASIAN 1		OR LATINO		
AGES: 0-4	5-9 <u>65</u>	10-14 <u>75</u>	15-17	18-20	21-	+ <u></u>		
	OPULATION SEI EASE DESCRIBE		NECTED YO	JTH?		☐ No	⊠ Ye	s

# SCHEDULE B - Budget Request WESTCHESTER COUNTY YOUTH BUREAU PROGRAM BUDGET BOL/MISC

For the Period of Operation: January 1, 2022 - Agency Name: Mount Vernon Youth Bureau I. PERSONAL SERVICES	200111			Progra Haven	m Title:Safe
	1		Basis: (H,W,BW,	T	
Position/Title	Rate	of Pay	SM)	Budg	et Requested
2 TEACHER AIDE (10HRS*31WKS)	\$	25	H	\$	15,500
4 TEACHER AIDE (10HRS*31WKS)	\$	20	Н	\$	24,800
STEAM TEACHER AIDE (18HRS*6 WKS)	\$	25	Н	\$	2,700
2 STEAM TEACHER AIDE (18HRS*6 WKS)	\$	20	Н	\$	4,320
SUMMER TEACHER AIDE (30HRS*6 WKS)	\$	25	Н	\$	4,500
3 SUMMER TEACHER AIDE (30HRS*6 WKS)	\$	20	Н	\$	10,800
PROGRAM DIRECTOR	\$	32	Н	\$	5,056
	TOT	ΛΙ ΕΛΙΛ	RIES AND WAGES:	s	67,676
	101		FRINGE BENEFITS:		5,177
	TOTA		NAL SERVICES (1)		72,853
CONTRACT (CONOUNT TANT DESVICES AND ST		L PEKSU	NAL SERVICES (1)	1 3	1Z,800
. CONTRACT / CONSULTANT SERVICES AND ST	_				
Type of Service or Contractor (Consultant Title	Amour	ntract t or Rate Pay	Basis: (H, W, BW, SM)	Budg	et Requested
6 SUMMER STIPEND	<u> </u>	350.00		\$	2,100.00
DANCE INSTRUCTOR		2,000.00		\$	2,000.00
TOTAL CONTRA	ACTED SI	ERVICES	AND STIPENDS (2)	\$	4,100
. OTPS (OTHER THAN PERSONAL SERVICES con	nplete B-1	)			
Category	<del></del>	······································	<u></u>	Budge	et Requested
Supplies			·	\$	1,616
Rent					
Utilities	·····	***************************************			
Telecommunications					344
Trips				\$	3,540
Insurance				[	
Other Costs (Consumables)					2,060
			TOTAL OTPS (3)	\$	7,560
					-15
	***		4 M L C M M	Rudg	et Requested
			MOUNT (1)+(2)+(3)		84,51
TOŢAL	. WUYB F	UNUS RE	QUESTED @ 100%	I	84,51

TOTAL CASH MATCH @ 0%

GENCY/MUNICIPALITY NAME: Mount Vernon You	uth Bureau	
ROGRAM 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, yawn, pompoms, pipe cleans, craft ticks, tape, beads, strings and container with covers.	1,61
Rent		
Utilities		
Telecommunications	One holspot at \$28,70 per month for 12 months	34
Travel	3 buses at \$750, Admission for 60 klds (2) at \$34 per child	3,54
Insurance		
Other Costs (Consumables)	Snacks for STEAM and Summer	2,06
	3. TOTAL OTPS	7,56



# SCHEDULE A WESTCHESTER COUNTY YOUTH BUREAU INDIVIDUAL PROGRAM APPLICATION

Implementing Agency: Mou	ınt Vernon `	Program Title: Yo	outi	h Empowerment					
FUND AMOUNTS:									
Total Program Amount: \$48,7	706	Funds Requested	i: <b>\$</b> 48,706	Co	ost Per Youth: \$1,62	3.53			
AUTHORIZED VOUCHER S	IGNEES:								
Last Name: Burrell-Butle	ır ,	First Name: De	bbie	1	Title: Executive Direc	ctor			
2. Last Name; Rodriquez		First Name: Gle	≀n	1	Title: Account Clerk				
AGENCY /MUNICIPALITY II	FORMATI	ON:	·						
Implementing Agency is: (che	eck box)		Not For Profit			Pul	blic 🗵		
Federal ID Number: 13-6007:	305								
Agency Website: www.cmvny	y.com		Implementing Age	псу	/Municipality: Mt. Ve	rnor	Youth Bureau		
Mailing Street Address: One	Rooseveit 8	Square							
Suite/Floor/Room # / P.O. Bo	x: 3rd Fl	City: Mt. Verno	n		State: NY	Zip	Code:10550		
			-						
AGENCY /MUNICIPALITY E	XECUTIVE	DIRECTOR:							
Last Name: Burrell-Butler	First Nan	ne: Debbie			Title: Executive D	irect	or		
Phone Number: 914-665-2344	Extension	<b>1</b> :	Fax: 914-665-137:	3	Email: Dburrell@c	Email: Dburrell@cmvny.com			
PROGRAM CONTACT PER	SON:								
Last Name: Bacote	First Nan	ne: Lauren			Title: Program Dir	ecto	NF.		
Phone Number: 914-665-2346	Extension	1:	Fax: 914-665-1373	3	Email: <u>lbacote@cr</u>	nvn	v.com		
PERIOD OF ACTUAL PROG	RAM OPE	RATION:	ann a maile a le maine le maine la commente de la c						
HOURS OF OPERATION: 3:30pm – 5:30pm Days of operation: Mon. – Fri. From: Jan. 1, 2022 To: Dec. 31, 2022									
Other  explain:									
х Л		rress-Butser			3-2-2	······			
Λ <u></u> ιυ	<b>***************</b>	TTW1-+1_JUIJ8T			J-Z-Z.	€			
EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE DATE									

### 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 courts 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; web 2.0 job search skills; 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, an intervention created by the Westchester-Putnam Workforce Development Board. The acronym represents: Respect, Enthusiasm, Articulate, Dependable and Initiative. The READI curriculum covers soft skills such as communication, problem solving, work ethics and goal setting.

PROGRAM	1 SITES- Most significant (3 Max	imum)			
Туре	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
City Hall	1 Roosevelt Square	87 <sup>th</sup>	36th	City of Mt. Vernon Planning Board	N/A
Wartburg	1 Wartburg Place	87 <sup>th</sup>	36* <sup>5</sup>	City of Mt. Vernon Planning Board	N/A

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

GENDER OF PI	ROGRAM PARTICIPANTS (enter nur	r) # Male 15	# Female 15		
ETHNICITY (En	ler number of participants per ethnic (	roup)		<del></del>	
White	Black or African American 20	Two or more	races 5	Hispanic or Latino 5	
		Asian			
American Indian	or Alaskan Native		Native Hawaii	an or other Pacific Islan	der

IS TARGET POPULATION SERVING DI	No 🗆	Yes ⊠				
Ages: (enter # of participants in populatio	10-13 (	(5)	14-17 (20)	18-20 (5)	21+	
If "Yes," indicate number of youth:	r care:		Child	ren of incar	cerated paren	ts: 12
Youth in the juvenile justice system who r	Runawa	y and	homeless y	routh		

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

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 annually. Registration forms, attendance logs and 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 rooted in prevention and resiliency science 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.

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 developementally 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 present 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 inapprpiate 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 inapprpiate behavior. Staff will encourage praise for good behaviors; therefore, staff will acknowledge positive actions through certificates, articles on the Bureau's social media accounts, 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 encouarge 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 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.

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 Safe Haven Program is shared and resources are coordinated. Families, community members, government officials and the media will be invited to participate in program events.

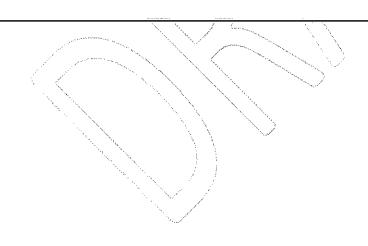
### Monitoring and Evaluation Methods

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.

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 predetermined 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, 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 vists 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 completition 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 will 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)	30
HOW WELL: (Enter Code & Description)	0119B.2: 80% of staff with training and/or certification in employment services
BETTER OFF: (Enter Code & Description)	0119C.1: 85% of the youth will improve their work skills

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

PARTICIPANT	GENDER:	MALE <u>15</u> FEMALE <u>15</u> TRANS-FEMALE TRANS-MALE (FEMALE TO MALE) GN CHOSE NOT TO ANSWER	· · · · · · · · · · · · · · · · · · ·
ETHNICITY:  (Enter number of participants per ethnic group)	AMERICAN INDIA	BLACK OR AFRICAN AMERICAN 20 HISPA NN OR ALASKAN NATIVE ASIAN NN OR OTHER PACIFIC ISLANDER TWI TED	
AGES: 0-4	5-9	10-14 (3) 15-17 (20) 18-20 (5)	21+ <u>2</u>
	OPULATION SER	RVING DISCONNECTED YOUTH?	□ No   ☑ Yes

### SCHEDULE 8 - Budget Request WESTCHESTER COUNTY YOUTH BUREAU PROGRAM BUDGET BOL-MISC 100%

Agency Name: Mount Vernon Youth Bureau	Program Title: Youth Empowerment				
I. PERSONAL SERVICES					
Position/Title	Pagin				
1 TEACHER AIDE (10HRS*6WKS)	\$	45	Н	\$	3,08
1 TEACHER AIDE (10HRS*12 WKS)	\$	45	н	\$	6,16
10 YOUTH (10*6 WKS) SUMMER	\$	15	Н	\$	18,000
10 YOUTH-AFTER-SCHOOL (10*6 WKS) FALL	\$	15	Н	\$	9,00
10 YOUTH-AFTER-SCHOOL (10*6 WKS) WINTER	\$	15	Н	\$	9,00
					,
			S AND WAGES:	\$	45,24
	T <sup>1</sup>	OTAL FRIN	IGE BENEFITS:		3,46
	TOTAL	PERSONA	L SERVICES (1)	\$	48,70
2. CONTRACT / CONSULTANT SERVICES AND STIPENDS					
Type of Service or Contractor (Consultant Title	T .	ct Amount te of Pay	Basis: (H,W, BW, SM)	Sudg	et Requested
	<u> </u>				
TOTAL CON	TRACTED SER	VICES AN	STIPENDS (2)	\$	
. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)				<del></del>	
Category				Budg	et Requested
Supplies					
Rent					
Utilities					
felecommunications					
rrips Consumables					
Aiscellaneous					
RESCOILLI (COC)					
		7	OTAL OTPS (3)	\$	
			1	Reda	et Requested
	TOTAL PROGR	AM AMOL	NT (1)+(2)+(3)	Daug	48.70t
			ESTED @ 100%		48,700
			MATCH @ 0%		,

# SCHEDULE A WESTCHESTER COUNTY YOUTH BUREAU INDIVIDUAL PROGRAM APPLICATION

Implementing Agency: Mou	nt Vernor	Youth Bureau	Program Title: S	TEP	UPI						
FUND AMOUNTS:	FUND AMOUNTS:										
Total Program Amount: \$30,7	57	Funds Requested	\$30,757	Co	ost Per Youth: \$512.	62					
			-								
AUTHORIZED VOUCHER SIGNEES:											
Last Name: Burrell-Butler	<u> </u>	First Name: Det	obie	1	Fitle: Executive Dire	ctor					
2, Last Name: Rodriquez		First Name: Gle	n	ר	Title: Accounting Cle	<u>rk</u>					
AGENCY /MUNICIPALITY INFORMATION:											
Implementing Agency is: (che	ck box)		Not For Profit			Pu	blic 🛛				
Federal ID Number: 13-60073	305										
***************************************											
Agency Website:www.cmvny.	com		Implementing Age	ncy.	/Municipality: Mt. Ve	ion:	1 Youth Bureau				
Mailing Street Address: One F	Roosevell	t Square			·						
Suite/Floor/Room # / P.O. Box	x: 3rd Fl	. City: Mount Ver	mon		State: NY	Zip	Code: 10550				
			*****								
AGENCY /MUNICIPALITY E	XECUTIV	VE DIRECTOR:					:				
Last Name: Burrell- Butter	First Na	ime: Debbie	_		Title: Executive D	ігес	tor				
Phone Number: (914) 665-2347	Extensi	on'	Fax: (914)667-137	73	Email: dburrell@c	ทางก	y com				
(314) 003-2347	- KIGHSI	Cit.	1 42. (314)007-131		1 Email: aban encoc	911916	y.50411				
PROGRAM CONTACT PERS	ON:										
Last Name: Woodbury	First Na	nne: Wayne			Title: Program Di	recto	ж				
Phone Number: (914) 840-4009	Extensi	on'	For (014) 667 42	72	Email: wwoodbury	· Ann	mumu oom				
(314) 0404003	FVIGUE	OH.	Fax: (914) 667-13		Ellian www.oodul	nwu	REPART STATE				
PERIOD OF ACTUAL PROGRAM OPERATION:											
HOURS OF OPERATION; 8:00am-3:00pm	3811		tion, Mon. – Fri.		From: 1/1/2022		To: 12/31/2022				
	Other ⊠ explain: Summer Academy for 6 weeks, Monday – Friday 9am – 1pm										
X											

EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE

DATE

### PROJECTED TOTAL PROGRAM ENROLLMENT 60

PROGRAM SUMMARY: The Mount Vernon Youth Bureau's StepUp Program combines the evidenced based framework of the Search Institute's, 40 Developmental Assets and OJJDP's Comprehensive Gang Model to reduce the risk of gang involvement and juvenile delinquency amongst males ages 7-17. The Step Up program provides opportunities 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 youth and the targeted audience is African American males. 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 may result in higher success rates. Surveys collected by staff that have developed relationships with troubled youth support the premise that intervention is necessary for elementary to high school students who have had a number of school suspensions, academic failures and/ 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. Step Up has served more than 800 young men over the last thirteen (13) years. Last year, of the 175 participants served, 75% showed a reduction in behavioral incidents as measured by school incident reports. Additionally, 75% of the participants were connected to employment opportunities and demonstrated increased job readiness skills.

The StepUp Summer Academy is a learn and earn program. In the Academy, 26 participants meet four days a week for six weeks, from 9:00am – 1:00pm. Staff conduct workshops that include lectures from city and county officials on topics such as; gang resistance, leadership skills, the workforce, law enforcement and roll play in areas of government. They also participate in writing workshops/journaling and receive tutoring in math. Youth are also exposed to conflict resolution techniques, avoidance risky behaviors, drug prevention, mock interviews and STEAM filed 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. Step Up has created a collaboration between local criminal court, judges, probation officers and police, to ensure summer jobs and outreach to the youth at higher risk.

PROGRAM SITE	-				
Туре	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Graham k-8	421 East 5th Street Mount Vernon, NY 10553	87	36	City of Mt. Vernon Planning Board	N/A
Columbus k-8	455 North High Street Mt Vernon, NY 10552	87	36	City of Mt. Vernon Planning Board	N/A
Grimes k-8	58 So. 10t Ave Mt. Vernon, NY 10550	87	36	City of Mt. Vernon Planning Board	N/A

Schedule A-WCYB-Start-Up Plan

lise whole	numbers wher	a enterina inf	ometion for	Gender	Ethnicity Age	Target Population	NOT percentages.
COC MITOIG	TIGHTING CLOWINGE	I CHECKING IN	oniialioli io	Collingi	LUMBURY, AUG.	Taruet l'obalation.	INO EDGIVERROUGS.

GENDER OF P	ROGRAM PARTICIPANT	rs (enter nun	ber of partic	ipants per	aende	()	# Male 60	# Fei	male	
ETHNICITY (En	ter number of participants	s per ethnic gi	(OUD)	<u> </u>	<u> </u>	٠.	<u> </u>			
White Black or African American 35 Two or more races 11 Hispanic or Latino 13										
American Indian or Alaskan Native Asian 1 Native Hawaiian or other Pacific Islander										
	alle account of the first that the restriction was			····				1		
IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes) No ☐ Yes ☑										
Ages: (enter#o	f participants in populatio	n described)	0-6	7-9 (16)	10-13	(41)	14-17 (3)	18-20	21+	
If "Yes," indicat	e number of youth:	Youth aging	out of foster	care:		Chi	ldren of incar	cerated pare	nts: 5	
Youth in the juve	enile justice system who r	e-enter the co	ommunity		Runav	vay an	d homeless y	outh		
PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:  (These eight features of effective youth development settings serve as quality standards for youth programs)  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 continue to re-iterate the importance of a safe and healthy facility during site										
decreases unsa supervisors, co hosting progra psychologicall Director has a school which r environment fo	essional Development fe or confrontational pomnumity-based organi ms meets the safety rec y safe environment for private office in the De neet the physical and p or youth and monitor p	eer interactions and puirements a the young nepartment of sychological eer to peer in	on. The Procommunity and are physical and method the Youth I safety requireraction.	ogram Dir stakehole sically saf ntor peer Bureau lo uirements	rector ders, the for a to pee ocated s of the	will controlled the interior c	communicate portance of taff will also raction. Cur- ty Hall and o gram psycho	e this to all ensuring ea o provide a rently the S classrooms logically sa	worksite ch location tepUp at various fe	
	Structure: Limit setting; o ar boundaries; age appro			and expec	lations;	, lim) (	enough contro	ol; continuity	and	
developmental program expec	Director and staff will e ly appropriate are deliv tations and will be reit the program, will be p	ered. A properated through	gram orient ghout the p	ation for l rogram ye	both p ar, Al	artici I ness	pants and pa sasary inform	rents will s	tate the	

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 caring and responsible adults. The program director and support staff are considered to be role models, have excellent communication skills, take pride in building relationships with the participants and parents, as well as 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 StepUp program is an all-male program. However, referrals of at-risk females are made when necessary to other programs within the Bureau. The City of Mount Vernon has 98 different nationalities and although the program services predominately minority (African American & Hispanic), the MVYB does not discriminate and has an opendoor policy that services all race, ethnicities, genders, and cultures.

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 inapprpiate 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 envolvement 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, Black History Challenge, Spring into Health, World Aids Day, and Earth Day events. All of which will support the youths efforst to make a difference in their community.

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 participants 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; have hands-on working experiences; opportunities to learn cultural exceptance by taking field trips which include exposure to college campuses; academies which increase communication skills: preparation for employment by completing employment applications and mock interviews; opportunities to develop social skills and receive menotorship which helps in decision-making and increased resistance skills.

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

The StepUp program has and will continue collaboration with the MVPD, MVCSD, Westchester County Department of Probation, and City Courts to make the program beneficial to its participants and their families. The Program Director will continue to interact with schools, youth and families as needed to address concerns. Feedback 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.

### 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.

The MVYB will stay in compliance with the funding sources reporting and monitoring policies and guidelines. The Program Director will submit monthly, quarterly and annual statistical measurement reports on the County's webbased 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 attainment, etc. Program staff will receive training annually from an NYS OCFS representative who will provide detailed workshops on OCFS regulations, policies and/or State and Local Laws pertaining to safety in 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 predetermined 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 workplan indicating goal, objectives, services (specific activities), outcomes, milestones, time frame and evaluation process will be developed by the Director during the first month of program and updated monthly. The work planwill be reviewed and monitored by the Executive and Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the EWxecutive Director and/or Deputy Director. Progress on outcomes will be evidenced by attendance and activity sign-in sheets as well as youth and parents satisfaction surveys. Qualitative and Quauntitative data on accdemic performances and social/emotional behaviour will be compiled during the enrollment process and monitored every quarter as evidenced with youth report cards and progress reports. Attainment of specific skill sets will be evedenced by certificartesof completion and written materials such as resumes, cover letters, thank yo letters and projects. Annual rports will reflect the evaluation of the program. In an effort to capitalize on the programs strengths and tackle its weeknessess, the Program Director and staff will also collect written feedback 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 CONTRAI Mount Vernon Youth Bure	
PROGRAM TITLE: Step Up	

LIFE AREA: (Enter Code & Description)	4CVC: Citizenship / Civic Engagement
GOAL: (Enter Code & Description)	41: Children and youth will demonstrate good citizenship as law-abiding contributing members of their families, schools and communities.
OBJECTIVE: (Enter Code & Description)	418: Children and youth will refrain from violence and other illegal behaviors.
SOS: (Enter Code & Description)	0421 Juvenile Delinquency Prevention Services: Such programs provide youth court, juvenile justice diversion services, juvenile aid bureau/officer, gang & violence prevention/intervention.
HOW MUCH: (Enter Code & Description)	60
HOW WELL: (Enter Code & Description)	0421B.3 % of programs or activities assessed using a research-based quality assessment tool (such as NYSPQA; NYSAN; YPQA) and achieving an above average score (such as PQA score of 3.0 or higher)
BETTER OFF: (Enter Code & Description)	0421C.2 #/% of youth with reduced high-risk behaviors.

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

PARTICIPANT	GENDER:	MALE 60 FEM TRANS-MALE (FE CHOSE NOT TO A	MALE TO MAL		,		<del> </del>
ETHNICITY: (Enter number of participants per ethnic group)	AMERICAN INDIA	BLACK OR AFRICA N OR ALASKAN NA N OR OTHER PACII ED	TIVE	ASIA	N <u>1</u>		
AGES: 0-4	5-9 1 <u>6</u>	10-14 41 15-	17 5 18-20	<u>10</u>	21+		
	OPULATION SE EASE DESCRIBE	RVING DISCONNE :	ECTED YOUT	H?		□ No	⊠ Yes

## SCHEDULE B - Budget Request WESTCHESTER COUNTY YOUTH BUREAU PROGRAM BUDGET

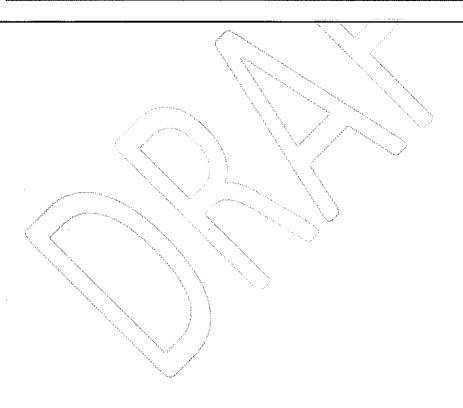
BOL/MISC

Agency Name: Mount Vernon Vouth Bureau				Brog	ram Title: Sten iin		
Agency Name: Mount Vernon Youth Bureau					Program Title: Step Up		
1. PERSONAL SERVICES	•						
Position/Title	Rate of Pay	Basi	s: (H,W,BW, SM)		Budget Requested		
1 STEP UP DIRECTOR	\$ 25	<del>                                     </del>	Н	\$	3,50		
5 COMMUNITY WORKER AIDE - FALL	\$ 15		Н	\$	4,50		
5 COMMUNITY WORKER AIDE - WINTER	\$ 15		Н	\$	4,50		
	TOTAL SA	LARIES	AND WAGES	: \$	12,50		
	TOTA	AL FRIN	GE BENEFITS	: \$	95		
	TOTAL PER	SONAL	SERVICES (1	) \$	13,45		
2. CONTRACT / CONSULTANT SERVICES AND S				- <b>-</b>			
Type of Service or Contractor (Consultant Title	Contract Amount or Rate of Pay	nt or (H,W,			Budget Requested		
26 YOUTH - STEP UP ACADEMY-SUMMER	\$300 per/yth	+-		╁	7,80		
3 Counselor In Training	\$350 per/yth	~ <del>_</del>			1,05		
Leadership, Sign Language, Health & Wellness, and Training	\$ 3,000				3,00		
TOTAL CONTRA	I .CTED SERVIC	L ES AND	STIPENDS (2	) \$	11,85		
3. OTPS (OTHER THAN PERSONAL SERVICES co	omplete B-1)						
Category					Budget Requested		
Supplies					49		
Rent				<u> </u>			
Jtilities				<del> </del>	25		
relecommunications	\$   \$	25					
nsurance				+*	3,75		
Other Costs (Consumables)				\$	96		
		TC	TAL OTPS (3	\$	5,45		
					Budget Requested		
				.1	•		
	AL DOCODES		IT (4) . (6) . (6)				
	AL PROGRAM				30,75		
	AL PROGRAM				30,75 30,75		

TOTAL CASH MATCH @ 0%

CIPS - ATTACHMENT R-1  AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau								
PROGRAM TITLE: Step Up								
ITEM LIST DESCRIPTIONS			тичома					
Supplies	Activity supplies	\$	491.0					
Rent								
Utilides								
Telecommuications	Zoom for \$250 at \$20.83 per month.	<b>s</b>	25					
Travel	3 buses at \$750. Admission for 30 kids (2 trips) at \$50 per child	\$	3.75					
insurance								
Other Costs (Consumables)	Snacks for the Summer	s	96					
	3, TOTAL O	TPS 3	5,45					

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# SCHEDULE "C" STANDARD INSURANCE PROVISIONS (Contractor)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor 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 Contractor'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 Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Contractor 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/3,000,000 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

This insurance shall, if it is a separate policy rather than an endorsement to an above-specified policy, name the "County of Westchester" as additional insured.

- 3. All policies of the Contractor 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 Contractor.