

George Latimev County Executive

June 15, 2021

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA would be for a term commencing retroactively on April 1, 2021 and expiring on March 31, 2022, in a total amount not to exceed One Hundred Forty One Thousand Three Hundred and Fifty Eight (\$141,358.00) Dollars, payable quarterly, in accordance with an approved budget.

Under the IMA, the Municipality would continue to provide unique youth development program initiatives and services under the Youth Development Program, which includes (i) the Safe Haven Program (Safe Haven After-School, Summer Program, & Saturday STEAM), (ii) the Youth Empowerment program and (iii) the Step Up program (collectively, the "Programs"). The Programs will serve as youth development and juvenile delinquency prevention programs for approximately 215 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 for providing successful positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of program goals and their ability to increase positive youth development. The Programs' outcomes will be tracked and monitored by evaluation of the Programs' data, monthly, guarterly, and annual reports submitted to the Westchester County Youth Bureau, and through site visits by the Westchester County Youth Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

The Planning Department has advised that the actions under the IMA do not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617.2(b), as indicated in the annexed SEQRA documentation. Please refer to the memorandum from the Department of Planning dated May 14, 2021, 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.

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

Sincerely

ug Milino George Latimer

County Executive

GL/jpi Attachments

# HONORABLE BOARD OF LEGISLATORS THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement (the "IMA") with the City of Mount Vernon (the "Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA will be for a term commencing retroactively on April 1, 2021 and expiring on March 31, 2022, in an amount not to exceed One Hundred Forty One Thousand Three Hundred and Fifty Eight (\$141,358.00), payable quarterly, in accordance with an approved budget.

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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: \_\_\_\_\_, 2021 White Plains, New York

# **COMMITTEE ON**

c/JPI 5.26.21

# **FISCAL IMPACT STATEMENT**

SUBJECT: Mt. Vernon Youth Program 2021/21 INO 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 \$ 106019							
Total Current Year Revenue \$							
Source of Funds (check one): Current Appropriations							
L Transfer of Existing Appropriations L Additional Appropriations L Other (explain) Identify Accounts: <u>101-52-2508-5100</u>							
Potential Related Operating Budget Expenses: Annual Amount \$ 141,358							
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 April 1, 2021 through March 31, 2022.							
Potential Related Revenues: Annual Amount \$							
Describe:							
Anticipated Savings to County and/or Impact on Department Operations:							
Current Year: 106,019							
Next Four years: <u>35,339</u>							
10.19/21							
Prepared by: Bernie Dean B							
Title: <u>Financial Coordinator</u> Budget Director							
Department: <u>CEO/Youth Bureau</u> $\mathcal{L} \left( \mathcal{I} \right) \mathcal{L} \left( \mathcal{I} \right)$							
If you need more space, please attach additional sheets.							

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon pursuant to which the municipality will provide certain youth development services under its Youth Development Program, for the period commencing retroactively on April 1, 2021 and expiring on March 31, 2022 for a total amount not to exceed One Hundred Forty One Thousand Three Hundred and Fifty Eight (\$141,358.00) 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 retroactively on April 1, 2021 and expiring on March 31, 2022, in an amount not to One Hundred Forty One Thousand Three Hundred and Fifty Eight (\$141,358.00), 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 \_\_\_\_\_, 2021, 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 April 1, 2021 and shall terminate on March 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, subject to any applicable legal approvals.

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

**THIRD:** The *total* cost of the Work, shall not exceed \$141,358.00, 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 \$72,855.00, the Youth Empowerment program for a not to exceed amount of \$41,988.00, and the Step Up program for a not to exceed amount of \$26,515.00.

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

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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.

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

To the County:	Executive Director – Youth Bureau 112 E. Post Road, 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 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:

# **COUNTY OF WESTCHESTER**

Ву:\_\_\_\_\_

Kenneth W. Jenkins Acting County Executive

#### THE CITY OF MOUNT VERNON

By: <u>Mayor, City of Mount Vernon</u>

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2021 - .

Approved as to form and manner of execution:

Senior Assistant County Attorney The County of Westchester

c:JPI/CXX/YOB/Mt.Vernon.IMA.5.25.21

#### MUNICIPAL ACKNOWLEDGMENT

(Municipal Corporation)

STATE OF NEW YORK

COUNTY OF WESTCHESTER)

) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_\_ of \_\_\_\_\_, the corporation d

he/she, the said \_\_\_\_\_ resides at

\_\_\_\_\_\_ and that he/she is \_\_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public

# CERTIFICATE OF AUTHORITY (Municipality)

I,(Officer other than officer sign	, certify that I am the
(Officer other than officer sign	ing contract)
· · · · · · · · · · · · · · · · · · ·	of the
(Title)	of the(Name of Municipality)
the "Municipality") a corporation duly orga	anized in good standing under the
	York Village Law, Town Law, General Municipal Law
named in the foregoing agreement that	
	(Person executing agreement)
who signed said agreement on behalf of the	Municipality was, at the time of execution
	of the Municipality,
(Title of such person),	
hat said agreement was duly signed for on l	behalf of said Municipality by authority of its
	thereunto duly authorized,
(Town Board, Village Board, City Co	puncil)
and that such authority is in full force and el	ffect at the date hereof.
	(Signature)
	(orginitaro)
STATE OF NEW YORK )	
COUNTY OF WESTCHESTER )	SS.:
COUNTION WESTCHESTER )	
On this day of, 20	hefore me personally came
whose signa	ature appears above, to me known, and know to be the
of	
( <i>Title</i> ) he municipal corporation described in and w luly sworn did depose and say that he, the sa	which executed the above certificate, who being by me aid
esides at	aid, and that
e/she is the	of said municipal corporation.
	Notary Public County

# WESTCHESTER COUNTY YOUTH BUREAU INDIVIDUAL PROGRAM APPLICATION

Implementing Agency: Mount Vemon Youth Bureau	Program Title: SAFE HAVEN after-school, Summer & STEAM

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FUND AMOUNTS:			
Total Program Amount: 72855	Funds Requested: 72855	Cost Per Youth: \$520.39	

AU.	THORIZED VOUCHER SIGNEE	S:	
1.	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2	Last Name: Rodriguez	First Name: Glen	Title: Financial Supervisor

AGENCY /MUNICIPALITY INFORM	MATION:		-	
Implementing Agency is: (check box	)	Not For Profit		Public 🔀
Federal ID Number:13-6007305				
Agency Website: www.cmvny.com		Implementing Agen	cy/Municipality: 3**	Floor
Mailing Street Address: One Roosev	elt Square		500 - Z	
Suite/Floor/Room # / P.O. Box:	City: ML Vern	ion	State: NY	Zip Code:10550

AGENCY /MUNICIPALITY	EXECUTIVE DIRECT	OR :		22.4
Last Name: Burrell-Butler	First Name: Debbie	3	Title: Executive Director	
Phone Number: 914-665-2347	Extension:	Fax: 914-665-1373	Email: Dburrell@cmvny.com	

PROGRAM CONTACT PERSON:		NOTARE TO ALL THE SALES	
Last Name: Treasure	First Name: Caroly	'n	Tille: Program Director
Phone Number: 914-665-7495 Extension:		Fax: 914-665-1373	Email: CTreasuro@cmvny.com

	3:30pm - 5:30pm	Days of operation: Mon Fri.	From: April 1, 2021	To: March 31, 202
Other 🛛 explain: Saturday STEAM 10am -1pm Saturdays & Summer Camp 9am – 3pm (6-weeks) Monday – Friday	Other 🕅 evoluin: Saturday STEA	M 10pm -1pm Solutions # Summer Come	D	

EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE

DATE

#### WESTCHESTER COUNTY YOUTH BUREAU AGENCY - PROGRAM PROFILE

PROGRAM TITLE: Safe Haven After-School, Summer & Saturday STEAM

- 1	
	PROJECTED TOTAL PROGRAM ENROLLMENT 140
	PROGRAM SUMMARY: The Safe Haven After-school Drop in Program provides academic support service in ELA,
	Science, Social Studies, & Math al Grimes and Cecil H. Parker Schools in an effort to close the learning can which has
	increased during the pandemic. The objective of the program is as followed. Students will meet or exceed high standards
ł	for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency in a
	dynamic world. The Mount Vernon Youth Bureau has provided a safe and nurturing environment for youth ages 7-12
1	through the Safe Haven program for over twenty (20) years. Free homework assistance and endobmont activities allow for
I	children within low income families to experience positive youth development opportunities that would otherwise not be available.
I	avanabie.
1	Participants in the Safe Haven Summer Program will have a safe and exciting place to spend their time during the
	summer break from various schools; five days a week from 9:00am - 3:00pm. Participants are afforded the opportunity to
	experience field trips as well as STEAM activities, health and wellness projects which including physical filness classes,
÷.	music, and and craits. The Sale Haven Program also provided youth who have been served praviously through the
ľ	program with opportunities to work as Counselors in Training (CITs) and/or Tulors.
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<u>Safe Haven Saturday STEAM Academy</u> was created to provide academic enrichment programming for students' grades 2<sup>rd</sup>-6<sup>th</sup> during the winter months on Saturdays. The Saturday STEAM encourages academic and career exploration in the fields of Science, Technology, Engineering, Art and Math. In an effort to support the New York State Education Department's Regents Reform Agenda and Common Core State Standards, the Mount Vernon Youth Bureau will collaborated 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, the Youth Bureau will revert to virtual program should another pandemic arises.

PROGR	AM SITES- Most significant (3 Ma	ximum)			
Туре	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Parker	461 S. 6 <sup>h</sup> Avenue	89			
Grimes	58 S. 10 <sup>3</sup> Avenue	89			
MVPL.	28 S. 1 <sup>4</sup> Avenue	89			

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

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender) # Male 65 # Female 75

ETHNICITY	(Enter number of participants per ethnic	: group)	A. 9	
While	Black or African American 105	Two or mo	re races 15	Hispanic or Latino 19
American Ir	dian or Alaskan Native	Asian 1	Native Haw	ailan or olher Pacific Islander

IS TARGET POPULATION SERVING DISCONNECTE	D YOUTH	<u>? (check</u>	no or yes)	н. Н	No 🗖	Yes 🛛	-
Ages: (enter # of participants in population described)	0-6 10	7-9 65	10-13 75	14-17	16-20	21+	

If "Yes," Indicate number of youth:	Youth aging out of foster care:	Children of incarcerated parents: 5	
Youth in the juvenile justice system wh	o re-enter the community	Runaway and homeless youth	

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 Safe Haven program will operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures annually. Registration forms, attendance logs, and accident/ incident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physical and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately if or 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>developementally</u> 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 (18 yrs or older) 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 oriontation, or disabilitios; 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.

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

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

Staff will provide guidance and instruction to young people engaged in various program activities, leading to increased decision-making and resistance skills. Staff will implement the youth development model, focusing on asset building.

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 plans indicating goals, objectives, services (specific activities), outcomes, time frame and evaluation process will be developed by the Program Director 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 and/ or Deputy Director. Progress on outcomes will be evidenced by attendance and activity sign in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored on a quarterly basis. Attainment of specific skill sets will be evidenced by certificates of completition and written materials, 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

IMPLEMENTING CONTRACTOR: Mount Vernon Youth Bureau

PROGRAM TITLE: Safe Haven

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

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 lifelong learning and self-sufficiency in a dynamic world.
SOS: (Enter Code & Description)	0311 – Academic Support Services: Programs or services which provide resources to support a youth's optimal academic performance.
HOW MUCH: (Enter Code & Description)	140
HOW WELL: (Enter Code & Description)	0311B.2 80% of the program 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</u> percentages, Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:		MALE 65 FEMALE 75 TRANS MALE (FEMALE TO MALE) GN CHOSE NOT TO ANSWER	FEMALE (MALE TO FEMALE C/NON-BINARY	E) TRANS-
ETHNICITY: (Enter number of participants per ethnic group)	AMERICAN INDIA	BLACK OR AFRICAN AMERICAN 105 IN OR ALASKAN NATIVE 19 ASIAN IN OR OTHER PACIFIC ISLANDER TED		
AGES: 0-4	5-9 <u>65</u>	10-14 <u>75</u> 15-17 18-20	21+	
	OPULATION SEF	RVING DISCONNECTED YOUTH?	□ No	x Yes

## WESTCHESTER COUNTY YOUTH BUREAU PROGRAM BUDGET

## SCHEDULE B

For the Period of Operation: April 1, 2021 - March 31, 2022	Contract #: "To Be Assigned"	
Agency/Municipality Name: MV Youth Bursau	Program Title: Safe Haven ( Aller-school, Summer, & STEAM)	

#### 1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H.W.BW, SM)	Total Program Amount	Total Funds Requested for this Program
(AS) Teacher Aide (10 hrs*31 wks) (2)	25.00	BW	15,500	
(AS) Teacher Aide (10 hrs*31 wks) (3)	20.00	BW	18.600	
(STEAM) Teacher Aide (18 hrs * 6 wks)	25.00	BW	2,700	
(STEAM) Teacher Alde (18 hrs * 6 wks) (2)	20.00	BW	4,320	
(Summer)Teacher Alde (30 hrs * 6 wks)	25.00	BW	4,500	
(Summer)Teacher Alde (30 hrs * 8 wks)(3)	20.00	BW	10,800	
Program Director	32.00	BW	5,056	
тс	DTAL SALARIES	AND WAGES	61,476	· · · · · · · · · · · · · · · · · · ·
	4,703			
ΤΟΤΑ	L PERSONNEL	SERVICES (1)	\$ 66,179	

#### 2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M.HR)	Total Program Amount	
TOTAL CONTRACTED	SERVICES AND	STIPENDS (2)	ls .	

## 3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
TOTAL MAINTENANCE AND OPERATION (3)	\$ 6,876	

TOTAL PROGRAM AMOUNT \$ 72,855

TOTAL WCYB FUNDS REQUESTED

72,855

List Other Funding Sources \$ 72,855 Reimbursable Total

 S
 72,855
 Reimbursable Total

 S
 • Municipal Funding

 S
 • Other Sources

Approved:

#### AGENCY/MUNICIPALITY NAME:

PROGRAM TITLE:

	MAINTENANCE AND OPERATION	
(A)	I Other Expenses Except Facility Repairs)	
ITEM	LIST DESCRIPTIONS	AMOUNT
Program Supplies	Dry Erase Boards, contruction paper, glue sticks, pencils, marker, crayons, paint, paly dough, glitter, scissor, bins, bags, tissue paper, yawn, pompoms, pipe cleans, craft sticks, tape, beads, strings & container with covers.	2,000
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)	2 buses @ \$650 Admission for 30 kids (2) @ \$22.50 per child	2,650
Insurance		
Utilities and Telephones		
Other Costs (Consumables)	Snacks for STEAM & Summer	2,026
	3. TOTAL MAINTENANCE AND OPERATION	\$ 6,676

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#### SCHEDULE A WESTCHESTER COUNTY YOUTH BUREAU INDIVIDUAL PROGRAM APPLICATION

FUND AMOUNTS:					
Total Program Amount: \$4	1.988	Funds Requested	1: \$41,988	Cost Per Youth: \$1	679.52
	SIGNEES	11	liadated	0	
AUTHORIZED VOUCHER SIGNEES: 1. Last Name: Burrell-Butter First Name: D			ebbie Title: Executive Director		liractor
2. Last Name: Rodriguez	:	First Name: Gla		Title: Financial Si	
	. INFORMA				
AGENCY /MUNICIPALITY			Not For Profit		Public 🛛
Federal ID Number:13-600					
Agency Website: www.cmv	/nv.com		Implementing Agen	cy/Municipality: 3rd	Floor
Mailing Street Address: On		Square	Tripotriorinity / squi	Gymanapanty. V	
Suite/Floor/Room # / P.O. E	Box:	City: Mt. Verno	Л	State: NY	Zip Code:10550
6 CON 10	1				
.ast Name: Burrell-Butler Phone Number:	First Na	me: Debbie		Titlo: Executiv	
.ast Name: Burrell-Butler Phone Number:	1	me: Debbie	Fax: 914-665-1373	Titlo: Executiv Email: Oburrell	
.ast Name: Burrell-Butler Phone Number: 914-665-2347	Extensio	me: Debbie	Fax: 914-665-1373		
ast Name: Burrell-Butler Phone Number: 014-565-2347 PROGRAM CONTACT PEI ast Name: Bacote	Extension	me: Debbie	Fax: 914-665-1373		@cmvny.com
AGENCY /MUNICIPALITY ast Name: Burrell-Butler Phone Number: 014-565-2347 PROGRAM CONTACT PEI ast Name: Bacote Phone Number: 014-565-2346	Extension	me: Debbie nn: me: Lauren	Fax: 914-665-1373 Fax: 914-665-1373	Email: Oburreil	@cmvny.com
ast Name: Burrell-Butler Phone Number: 214-665-2347 PROGRAM CONTACT PEI ast Name: Bacote Phone Number: 214-665-2346	First Na Extension RSON: First Nar Extension	me: Debbie	k C	Email: Oburreil	@cmvny.com Director
ast Name: Burrell-Butler Phone Number: 114-665-2347 PROGRAM CONTACT PEI ast Name: Bacote Phone Number: 14-665-2348 PERIOD OF ACTUAL PRO IOURS OF OPERATION:	First Na Extension RSON: First Nar Extension	me: Debbie In: me: Lauren In: RATION :	Fax: 914-665-1373	Email: Oburrell Title: Program Email: CTreasu	@cmvny.com Director re@cmvny.com
ast Name: Burrell-Butler Phone Number: 214-565-2347 PROGRAM CONTACT PEI ast Name: Bacote Phone Number: 214-565-2346 PERIOD OF ACTUAL PRO 40URS OF OPERATION: 230pm – 5:30pm	First Na Extension RSON: First Nar Extension	me: Debbie	Fax: 914-665-1373	Email: Oburreil	@cmvny.com Director re@cmvny.com
ast Name: Burrell-Butler Phone Number: 114-665-2347 PROGRAM CONTACT PEI ast Name: Bacote Phone Number: 14-665-2348 PERIOD OF ACTUAL PRO IOURS OF OPERATION:	First Nat Extension RSON: First Nat Extension	me: Debbie In: me: Lauren In: RATION :	Fax: 914-665-1373	Email: Oburrell Title: Program Email: CTreasu	@cmvny.com Director /re@cmvny.com

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#### WESTCHESTER COUNTY YOUTH BUREAU AGENCY - PROGRAM PROFILE

**PROGRAM TITLE:** Youth Employment

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PROJECTED TOTAL PROGRAM ENROLLMENT 25	
PROGRAM SUMMARY: The Youth Empowerment Pro	ogram addresses the unemployment dilemma within
the city of Mount Vernon by providing after-school a	
been a focus to prepare juvenile delinquents and yout	
workforce, the scope of the project has expanded to in	
low income status; homeless or foster care status; bas	
presentation and communication skills; and work exp	
served and received job readiness skills training which	
writing; interviewing skills; mock interviews; job sca	
work ethics; communication and presentation skills; I	
volunteerism. Soft skills training will be delivered the	
by the Westchester-Putnam Workforce Development	
Enthusiasm, Articulate, Dependable, and Initiative. T	
communication, problem solving, work ethics and go	al setting.

Туре	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
City Hali	1 Roosevelt Square	89			
Wartburg	1 Wartburg Place	89			

Use whole numbers whon entering Information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants pe	r gender) # Male 15	# Female 10
GENDER OF FREGRAM FARTICIFARTS (enter number of participants pe	( gender)   # Wate 15	W CONTINUE IV

Т

1

ETHNICITY	(Enter number of participants per ethni	c group)		and the second of	.,
White	Black or African American 15	Two or more races 5		Hispanic or Latino 5	
American Indian or Alaskan Native		Aslan	Native Hav	valian or other Pacific Islander	

IS TARGET POPULATION SERVING	DISCONNECTE	DYOUTH	? (chec	no or yes	3)	No 🗍	Yes
Ages: (enter # of participants in popula	tion described)	0-6 10	7-9	10-13	14-17 15	18-20 6	21+ 4
If "Yes," indicate number of youth:	Youth aging	out of fost	er care:		Children of Inca	ceraled pare	ents: 12
Youth in the juvenile justice system wh	o re-enter the co	mmunity		Runawa	y and homeless	youth	

# 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 bi-annually. Registration forms, attendance logs and incident /accident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physical and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately when a verbal or physical confrontation begins. Psychological Safety- Staff will receive training in PYD 101 to ensure the highest quality of psychological safety for all participants' 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: Warmith; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

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

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

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

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

The Mount Vernon Youth Bureau staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct 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 youth and praise good behavior; therefore, staff will acknowledge positive actions through certificates, articles and pictures on the Bureau's social media accounts, monthly newsletters, flyers, and announcements during community wide events.

6. Support for Efficacy & Mattering: Youth-based; empowement 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.CT.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 Youth Emplyment Program is shared and resources are coordinated. Famlies, community members, and government officials 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 plans indicating goals, objectives, services (specific activities), outcomes, time frame and evaluation process will be developed by the Coordinator during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and/ or Deputy Director. Monthly reports and site 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

IMPLEMENTING CONTRACTOR: Mount Vernon Youth Bureau

PROGRAM TITLE: Youth Employment

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

LIFE AREA: (Enter Code & Description)	1ES: ECONOMIC SECURITY
GOAL: (Enter Code & Description)	11 Youth with be prepared for their eventual economic self-sufficiency.
OBJECTIVE: (Enter Code & Description)	111 Youth seeking summer jobs will have employment opportunities
SOS: (Enter Code & Description)	0119 Employment Opportunities
HOW MUCH: (Enter Code & Description)	25
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, <u>NOT</u> percentages. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:		MALE 15FEMALE 10TRANS-FEMALE (MALE TO FEMAL MALE (FEMALE TO MALE) GNC/NON-BINARY CHOSE NOT TO ANSWER	LE) TRANS-
ETHNICITY: (Enter number of participants per ethnic group)	AMERICAN IND	BLACK OR AFRICAN AMERICAN 15 HISPANIC OR LATINO 5 NAN OR ALASKAN NATIVEASIAN NAN OR OTHER PACIFIC ISLANDER TWO OR MORE RACES STED	S <u>5</u>
AGES: 0-4	5-9	10-14_215-17 <u>11</u> 18-20 <u>10</u> 21+ 2	ad a concerna a concerna
		ERVING DISCONNECTED YOUTH?	x Yes

## WESTCHESTER COUNTY YOUTH BUREAU PROGRAM BUDGET 8CHEDULE B

For the Period of Operation: April 1, 2021 - March 31, 2022		Contract #: "To Be Assigned"
Agency/Municipality Name:	MV Youth Bureau	Program Title: Youth Employment

#### 1. PERSONAL SERVICES

Position Title	Rale of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funda Requested for this Program
Youth Employment Asst. (Fall) 10 wks total 219 hrs	20.00	BW	4.390	
Youth Employment Asst. (Winter) 10 wks total 219 hrs	20.00	BW	4.380	
Youth Program Director (Summer) 6 wks@ 4 p/day = 120 hrs	42.00	BW	5,045	
(10) Community Worker Aide ( Fall)	14.00	BW	8,400	
(10) Community Worker Aide (Winter)	14.00	BW	8,400	
(5) Community Worker Aide (Summer)	14.00	BW	8,400	
TO	TAL SALARIES	AND WAGES	39,005	
	TOTAL FRIN	GE BENEFITS	2,984	
TOTAL	PERSONNEL	SERVICES (1)	\$ 41,968	

#### 2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rale of Pay	Base (S,M,HR)	Total Program Amount	
TOTAL CONTRACTE	D SERVICES AND 5	TIPENOS (7)		

#### 3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
TOTAL MAINTENANCE AND OPERATION (3)		
		-

TOTAL PROGRAM AMOUNT \$ 41,988 TOTAL WCYB FUNDS REQUESTED \$

41,988

List Other Funding Sources	\$	41,988	Reimburaable Total
	5	-	Municipal Funding
	\$		Othor Sources

Approved:

#### AGENCY/MUNICIPALITY NAME: Mount Vernon Yout Bureau

1.0

PROGRAM TITLE: Step UP

# MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs) ITEM LIST DESCRIPTIONS AMOUNT Program Supplies Maintenance/Equipment Repairs Equipment Rentals Equipment Purchases Space Rentais (Indicate Rate/Basis/Type; MUST attach a voucher or copy of rental agreement to requost reimbursement) Travel - (Include \*Mileage Rate - \*current 2014 rate Is: @ \$0.56\_\_\_ per mile; and is subject to change) Insurance Utilities and Telephones Other Costs (Consumables) 3. TOTAL MAINTENANCE AND OPERATION \$ Add additional information below; attach additional sheet if necessary

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的。如果你认识的。

# SCHEDULE A WESTCHESTER COUNTY YOUTH BUREAU INDIVIDUAL PROGRAM APPLICATION

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Implementing Agency: M			Program Title: S'				
FUND AMOUNTS:	en gen intere	and the ground of			=		
Total Program Amount: 265	i15	Funds Reques	sted: 26515	Cost Per Youth: \$5	30.30		
AUTHORIZED VOUCHER	SIGNEES:	- 44 <del>-</del>			10 1237		
1. Last Name: Burrell-But	ler	First Name:	Debbie	Title: Executive D	Director		
2. Last Name: Rodriquez	Last Name: Rodriquez First Name: G		Glen	Title: Financial St	upervisor		
AGENCY /MUNICIPALITY	INFORMAT	NON:		1917 Y V 1917 I I I I I I I I I I I I I I I I I I I			
Implementing Agency is: (cl	ieck box)		Not For Profit		Public 🛛		
Federal ID Number:13-6007	305						
Agency Website: www.cmvny.com Implementing /			Implementing Age	ency/Municipality: 3 <sup>rd</sup> Floor			
Mailing Street Addross: Onc	Roosavalt	Square					
Suite/Floor/Room # / P.O. B	ox:	City: Mt. Ver	mon	State: NY	Zip Code:10550		
AGENCY /MUNICIPALITY	EXECUTIV						
ast Name: Burrell-Butler	1	ne: Debbie	• • • • • • • • • • • • • • • • • • •	Title: Executive Director			
Phone Number: 914-665-2347	Extensio	n:	Fax: 914-665-1373		Email: Dburrell@cmvny.com		
ROGRAM CONTACT PER	ISON:	: میراند. میراند.			. • 13/1		
ast Name: Woodbury	First Nan	ne: Wayne		Title: Program	Director		
Phone Number: 114-840-4009	Extensio	n:	Fax: 914-665-1373		Email: Wwoodbury@cmvny.com		
PERIOD OF ACTUAL PRO	GRAM OPE	RATION :	=				
IOURS OF OPERATION:		Days of ope	aration: Mon Fri.	From: April 1,	2021 To: March 31, 202		
:30pm – 5:30pm							

EXECUTIVE DIRECTOR / BOARD CHAIRPERSON SIGNATURE

DATE

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#### WESTCHESTER COUNTY YOUTH BUREAU AGENCY - PROGRAM PROFILE

PROGRAM TITLE: Stop UP

PROJECTED TOTAL PROGRAM ENROLLMENT 50 PROGRAM SUMMARY: The Mount Vemon Youth Bureau's Step-Up Program combines the evidencedbased 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 often shows high success rate. Surveys collected by staff that has developed relationships with troubled youth support the premise that intervention is necessary for elementary to high school students who have had several school suspensions, academic failures or have joined gangs for protection within their neighborhoods and schools. The program has evidenced a reduction in risk factors such as gang involvement, recidivism, and delinquent offenses such as truancy and school suspensions. The program has served over 700 young men over the past twelve years. Last year, 82% of participants the 100 participants, showed a reduction in school behavioral incidences as measured by school incident reports. 50% of the participants had measured progression in academic achievement based upon improved school altendance/grades and homework completion; 60% of the participants were connected to employment opportunities and demonstrated increased job readiness skills and 80% of the participants showed improved knowledge of possible career paths through career exploration. In 2020, the program implemented a Step Up Summer Academy, in which 20 participants were efforted the opportunity to learn and earn a stipend. Year to date, there has been over 74 participants attend the academy, four days a week for six weeks, from 9:00 am until 1:00 pm. Staff conduct workshops that include lectures from city and county officials; gang resistance; leadership skills, role-plays in the areas of government, law enforcement, sign language, and the workforce. Youth were also exposed to conflict resolutions techniques, avoidance of risky behaviors, drug prevention, mock interviews, and STEAM field trips. The Step-Up program has had success in intervening with youth that have been high ranking members of local street gaugs 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 highest risk youth.

Туре	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Parker	461 S. 6 <sup>th</sup> Avenue	89			
BTMS/ RTE	634 S. 3rd Avonuo	89			
Grimes	58 S. 10 <sup>th</sup> Avenue	89			

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

GENDER OF PROGRAM PARTICIPANTS (entor number of participants per g	ender) # Male 50	# Female
		W I OTICIC

ETHNICITY (Enter number of participants per ethnic group)					
White	Black or African American 35	Two or mo	ore races 11	Hispanic or Latino 3	
American II	ndian or Alaskan Native	Asian 1	Native Haw	alian or other Pacific Islander	

Ages: (enter # of participants in popula	tion described)	0-6	7-9 (16)	10-13 (41)	44 47 /31	40.00	
		0-0	1 1-9 (10)	10-13(41)	14-17 (3)	18-20	21+
If "Yes," indicate number of youth:	Youth aging	out of for	ster caro:	Chi	ldren of inca	rcerated pare	ants: 5

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

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

The program director and staff will ensure proper boundaries and coordinated activities are deem age and developmentally appropriate. A program orientation for both participants and parents will state the program expectations and be reiterated throughout the program year. All the necessary information, such as contact information for the program, will be provided to participants, parents, and caregivers.

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

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

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

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

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

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

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

Staff will provide support and encouragement for the young men to be engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through the Youth Bureau's Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.CT.O.R.Y) program. Youth will aid in planning and implement community projects such as the Lights On After-School Rally, MLK Day, World AIDS Day, and Earth Day, all of which will lead to

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

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

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

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

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

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

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

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

IMPLEMENTING CONTRACTOR: Mount Vernon Youth Bureau

PROGRAM TITLE: Step UP

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

LIFE AREA: (Enter Code & Description)	LIFE AREA 4CVC: Citizenship/ Civic Engagement
GOAL: (Enter Code & Description)	41 Goal: Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.
OBJECTIVE: (Enter Code & Description)	418 Objective: Children and youth will refrain from violence and other illegal behaviors.
SO5: (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)	50
HOW WELL: (Enler 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</u> percentages. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:		MALE 50 FEMALE TRANSH (FEMALE TO MALE) GNC/NO CHOSE NOT TO ANSWER	FEMALE (MALE TO FEMALE) N-BINARY	TRANS-MALE
ETHNICITY: (Enter number of participants per ethnic group)	AMERICAN INC	BLACK OR AFRICAN AMERICAN <u>35</u> DIAN OR ALASKAN NATIVE ASIAN <u>1</u> HIAN OR OTHER PACIFIC ISLANDER STED		
AGES: 0-4	5-9	_6_ 10-14 <u>41</u> 15-17 <u>3</u> 18-20	21+	
		ERVING DISCONNECTED YOUTH? BE: Runaway, ESL, Incarnated Parent	🗖 No	x Yes

# WESTCHESTER COUNTY YOUTH BUREAU PROGRAM BUDGET SCHEDULE B

# For the Period of Operation: April 1, 2021 - March 31, 2022 Contract #: "To Be Assigned" Agency/Municipality Name: MV Youth Bureau Program Title: Step Up

#### **1. PERSONAL SERVICES**

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Program Director	25.00	BW	3,500	and the straight of the straig
(5) Community Worker Aide ( Fall)	14.00	BW	4,200	Rented to the Allerty
(5) Community Worker Aide ( Winter)	14 00	BW	4,200	
		BW		is started by
		BW		
	- E	BW	3	
		BW		
1	11,900			
TOTAL FRINGE BENEFITS			910	
TOT	AL PERSONNEL	SERVICES (1)	\$ 12,810	the line of the

#### 2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Tille	Rate of Pay	Base (S,M,HR)	Tolal Program Amount	
25 Youth (\$300 *6 wks) Step Up Academmy	300.00	N/A	7,500	
Leadership, Sign Language, Health & Wellness, & Training			3,000	
TOTAL CONTRACTED S	ERVICES AND S	TIPENDS (2)	\$ 10,500	

#### 3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
TOTAL MAINTENANCE AND OPERATION (3)	\$ 3,205	Berly Stational State

TOTAL PROGRAM AMOUNT	\$ 26,515	
TOTAL WC	B FUNDS REQUESTED	\$ 26,515

List Other Funding Sources	\$	26,616 Reimbursable Total
	\$	- Municipal Funding
· · ·	s	- Other Sources

Approved:

#### AGENCY/MUNICIPALITY NAME: Mount Vernon Yout Bureau

PROGRAM TITLE: Step UP

## MAINTENANCE AND OPERATION

ПЕМ	LIST DESCRIPTIONS	AMOUNT	
Program Supplies			
Maintenance/Equipment Repains			
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)	2 buses @ \$650 Admission for 50 kids (1) @ \$20 per child		2,300
Insurance			
Utilities and Telephones	160 for 12 months & Zoom \$250		410
Other Costs (Consumables)	Snacks for Summer		495
	3. TOTAL MAINTENANCE AND OPERATION	\$	3,205

# SCHEDULE "C" STANDARD INSURANCE PROVISIONS (Municipality)

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. 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: <u>http://www.wcb.ny.gov</u>.

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) Professional Liability. The Municipality shall provide proof of such insurance (limits of \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate).
- f) 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

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.