

INTERMUNICIPAL AGREEMENT

THIS INTER MUNICIPAL AGREEMENT (“Agreement”), made the ____ day of _____, 20____, by and between:

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

VILLAGE OF MAMARONECK, a municipal corporation of the State of New York, having an office and place of business at 123 Mamaroneck Avenue, Mamaroneck, New York 10543 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality provide a Positive Youth Development program entitled “Summer Youth Employment” (the “Program”); and

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

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

FIRST: The Municipality shall provide the Program, as more fully described in Schedule “A” attached hereto and made a part hereof (the “Work”). In consideration for providing the Program, the County shall reimburse the Municipality an amount not to exceed Seven Thousand Four Hundred Fourteen Dollars (\$7,414), as budgeted in accordance with Schedule “B,” which is attached hereto and made a part hereof, payable quarterly, upon approval of the same as to form and manner by the Office of the Westchester County Attorney, and which amount shall be contingent upon receipt of said amount by the County from the New York State Office of Children and Family Services (“NYSOCFS”), for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports in the manner prescribed by the County.

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

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.

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

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

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

related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

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

THIRD: 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.

FOURTH: The term of this Agreement will commence January 1, 2023 and terminate September 30, 2023, unless terminated earlier as provided herein.

FIFTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for

services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B".

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

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

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from NYSOCFS to operate the Program, and that no liability shall be incurred by the County beyond the monies made available from NYSOCFS for this Agreement. The Municipality agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds or said funds have been made available to said commissioner.

If, for any reason, the full amount of said funds is not paid over or made available to the County by NYSOCFS, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. 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.

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

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

EIGHTH: Schedule “E” is a form entitled, “Westchester County Youth Bureau Corrective Action Request”. This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

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

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

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

to the Municipality: Executive Director
 Village of Mamaroneck

123 Mamaroneck Avenue
Mamaroneck, New York 10543

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

TENTH: 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.

ELEVENTH: 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.

TWELFTH: 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.

THIRTEENTH: 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.

FOURTEENTH: 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.

FIFTEENTH: 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.

SIXTEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

SEVENTEENTH: The Agreement shall not be enforceable unless signed by the 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:

THE COUNTY OF WESTCHESTER

By: _____

Name: Kenneth W. Jenkins

Title: Acting County Executive

VILLAGE OF MAMARONECK

By: _____

Name:

Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2023-71

Approved:

Sr. Assistant County Attorney

The County of Westchester

2023 OCFS IMA Template.cmc.03.23.2023

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this ____ day of _____, 20__, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by me
duly sworn did depose and say that he, the said _____
resides at _____, and that he/she
is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"
SCOPE OF SERVICES

Implementing Agency: Village of Mamaroneck	Program Title: Village of Mamaroneck Summer Youth Employment Program
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FUND AMOUNTS:

Total Program Amount: \$320,000.00	Funds Requested: \$7,414	Cost Per Youth: \$1,011.00
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AUTHORIZED VOUCHER SIGNEEs:

1.	Last Name: Barberio	First Name: Jerry	Title: Village Manager
2.	Last Name: Fusco	First Name: Augustino	Title: Clerk Treasurer

AGENCY /MUNICIPALITY INFORMATION:

AGENCY MONITOR KEY - INFORMATION:				
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>		Public <input checked="" type="checkbox"/>
Federal ID Number: 13-6007303				
Agency Website: https://www.village.mamaroneck.ny.us/		Implementing Agency/Municipality: Village of Mamaroneck		
Mailing Street Address: 123 Mamaroneck Ave				
Suite/Floor/Room # / P.O. Box:	City: Mamaroneck		Suite/Floor/Roo	City: Mamaroneck

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :

Last Name: Barberio	First Name: Jerry	Title: Village Manager
Phone Number: 914-777-7703	Extension:	Fax: 914-777-7760
		Email: jbarberio@vomny.org

PROGRAM CONTACT PERSON:

Last Name: Pinto	First Name: Jason	Title: Superintendent of Recreation
Phone Number: 914-777-7784	Extension: 202	Fax: 914-777-7784
		Email: jpinto@vomny.org

PERIOD OF ACTUAL PROGRAM OPERATION :

HOURS OF OPERATION: 9 AM- 3 PM	Days of operation Monday - Friday	From: 6/26/23	To: 8/04/23
Other <input checked="" type="checkbox"/> explain: Extended hours available: early morning drop off (7:30 AM -9:00 AM); extended day (3:00 PM – 5:00PM); No camp offered July 4th			

PROJECTED TOTAL PROGRAM ENROLLMENT	6
<p>PROGRAM SUMMARY:</p> <p>The Village of Mamaroneck Summer Youth Employment Program will be facilitated through Mamaroneck's Day Camp (VMDC), which will be held from 06/26/23 to 08/04/23 with the main program sites being Harbor Island Park and Stephen E. Johnston Beach. As part of the VMDC, each camper is provided an outdoor camp experience full of friendship and fun memories that can last a lifetime. The VMDC program is certified by the Westchester County Department of Health, with many of the supervisory staff consisting of certified teachers and recreational professionals. The six-week summer camp provides daily activities, trips, and special events to ensure an exciting camp atmosphere while incorporating age-appropriate learning experiences. Daily activities include things such as: arts and crafts, fishing, sports and games, kayaking, marine education activities, stand-up paddle boarding, swimming, and more. Special events range from "crazy hat day" and "superhero day" to camp spirit day, color team Olympics, supersoaker day, water balloon madness, and the Westchester Circus Arts. Lastly, and usually the most anticipated, are field trip activities. These include trips to the Norwalk Maritime Aquarium, Playland Park, iFly, and Wilson Woods Wave Pool. Campers range in age from Pre-Kindergarten through Ninth Grade.</p> <p>As part of the Village's Summer Youth Employment Program, the Village is requesting funding for six youth positions that will support the activities of the above VMDC. This will allow the Village to employ young people from 16-18 and provide valuable and meaningful summer employment that will assist participants in obtaining the skills, knowledge, and abilities necessary to excel in their personal and professional lives.</p>	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Comm unity/	1 Harbor Island Park, Mamaroneck, NY 10543	91	37	n/a	n/a
Pool	140 Hommocks Rd, Larchmont, NY 10538	91	37	n/a	n/a

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)

<p>1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.</p>
<p>The Village of Mamaroneck Day Camp (VMDC) and Summer Youth Employment Program adheres to the New York State Department of Health physical safety requirements. Staff members of VMDC (participants of the Summer Youth Employment Program) are trained to provide a physical and psychological safe environment for youth and monitor peer-to-peer and staff-to-youth interaction. Many of the regular VMDC supervisory staff members are certified teachers and recreational professionals. This will encourage mentorship and peer support to participants of the Summer Youth Employment Program and forge connections with professionals within the community that can offer guidance and community connection to Youth Employment participants beyond the VMDC/Employment period. As the VMDC is held during the summer months when schools are not in session, the Youth Employment Program will offer participants positive outdoor experiences, companionship, and opportunities to make positive choices in their lives while employed by the Village of Mamaroneck.</p>

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

VMDC staff and supervisors are trained to ensure appropriate boundaries and expectations for youth Summer Employment Program participants and other staff members. Employment opportunities/positions offered are scaled for age and developmental appropriateness. The Village is requesting funding to hire one VMDC Lifeguard, three Early Morning Counselors, and four Extended Day Counselors. These positions will be under the supervisory VMDC staff with oversight by the Village of Mamaroneck's Senior Recreation Leader. Employment Program participants will be provided a general overview of employment expectations, code of conduct, attire, and other relevant rules and expectations specific to their position.

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

VMDC staff are trained to ensure a nurturing environment and in their role as staff members, position themselves as responsible adult role models to participants of the Summer Youth Employment Program. All VMDC supervisors, many of whom participate in the program each year, care deeply about their staff members and make themselves available to address any personal or professional concerns, whether regarding school, employment, campers, home life, and beyond. By building these bonds, Summer Youth Employment participants feel more comfortable with supervisory staff members and other participants and often gain a more meaningful experience throughout their six weeks of employment.

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 Village of Mamaroneck is diverse, with a population of people from all over the world. One of its greatest attributes is being an area within Westchester County that offers its residents and visitors exposure to a variety of cultures, ethnicities, socioeconomic status, and more. Known as "The Friendly Village", the VMDC and Summer Youth Employment Program embodies the same philosophy by encouraging all staff to engage and support each other.

The Summer Youth Employment Program, through the VMDC, provides a safe environment for all staff, regardless of socioeconomic status, demographics, et cetera. All staff and Employment Program participants are treated with respect and equality. Additionally, each year, a number of special needs campers attend VMDC, providing a platform for staff to recognize the importance of kindness, inclusivity, and diversity. VMDC and the Summer Youth Employment Program's philosophy is that no one should be turned away, as long as staff members are able to adequately and appropriately attend to campers' needs. The same philosophy is true for interested employment participants.

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

Trained staff and supervisors will ensure appropriate boundaries and expectations for youth and for staff. Staff will model appropriate pro-social behavior and interactions between youth and staff. 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.

Program Supervisors and fellow staff members provide support and encouragement to young people involved in the VMDC through the Village's Summer Youth Employment Program. The VMDC platform provides an abundance of opportunities for the Summer Youth Employment Participants to learn, grow, and educate themselves about various topics taught during VMDC, including the environment and how to affect cleaner and greener habits, as well as traditional employment and community practices. A valuable characteristic of VMDC is its proximity to the Long Island Sound and all that its waterways have to offer. Using the Sound as a learning beacon, both staff/program participants and campers learn about the impact their choices have on the environment through visual, real-life examples to evoke ownership in the place they call home. These examples transcend beyond camp and their employment with the Village and into everyday life to inspire and motivate program participants and their families to make meaningful choices.

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.

Supervisory staff members are trained to provide guidance and instruction to young people engaged in various positions while employed by the Village through the Summer Youth Employment Program. Each year, the Village of Mamaroneck staff work diligently to further develop program offerings to increase learning opportunities across all areas and interests. VMDC provides a community for successful, healthy development that overlaps with a fun environment for those seeking meaningful employment. Summer Youth Employment participants and other staff members learn to work together, develop creative skills, and gain confidence which all lead to a healthy, productive life. This is a valuable tool when helping youth participants to mature morally, socially, emotionally, physically, and intellectually. Youth VMDC staff participants are exposed to an environment with new and different people, allowing them to make social adjustments, increase self-esteem, and learn new skills.

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

VMDC staff interact with other staff, campers, and their families to address any concerns that have been brought to their attention. As requested, staff members also provide feedback to campers' families. This creates an open dialogue between all adult role models in campers' lives to encourage communication and cohesiveness across all avenues. It also provides an opportunity to model this coordination and synergy to staff participants of the Summer Youth Employment Program and provides them the ability to grow their own skills in these areas.

Cultivating a sense of community among staff also encourages participants to become contributing and caring citizens in their own right. They are encouraged to exhibit respectful behavior and are taught positive ways to address any conflicts, which can then translate into other areas of their lives, whether school, family, or within the overall community.

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.

Camp is permitted through the Department of Health, and therefore must comply with DoH regulations. The Recreation Superintendent is responsible for filing for the VMDC permit and is overseen by the Village of Mamaroneck Manager (Executive Authority) to ensure accountability and responsibility.

VMDC staff members track attendance daily and verify camper participation throughout the day. Additionally, the program point of contact, Jason Pinto (Senior Recreation Leader), is responsible for overseeing camp registrations, requests for scholarships, camp staff members, and ensuring the schedule of activities complies with the established program curriculum.

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

VMDC provides surveys to parents and staff members in order to continue the program's growth, development, and future success. These evaluations are reviewed by Jason Pinto (Senior Recreation Leader) to compile a list of program strengths and weaknesses for future camp sessions, to include strengths and weaknesses of the Summer Youth Employment Program portion of VMDC. Additionally, staff verbal feedback is relayed to Mr. Pinto and adjustments can be made within the camp session as needed and as appropriate.

Upon commencement of the 2023 VMDC, Jason Pinto will work with Recreation staff to evaluate all feedback and track met objectives for the Summer Youth Employment Program. This information will be used to develop the upcoming year's Summer Youth Employment curriculum and activities, as well as the retainment or employment of staff members to support these goals.

Summer Youth Employment participants will be provided a pre-camp survey/evaluation form to identify what they are looking to get out of the program, their intended goals and objectives, existing skills, and desired achievements by the end of the program period. Participants will then be provided a post-camp survey to analyze whether these objectives were met, as well as feedback and recommendations as how to improve the program in future years.

Schedule A- WCYB-5003

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components

AGENCY NAME: Village of Mamaroneck

PROGRAM TITLE: Village of Mamaroneck Summer Youth Employment Program

CODE:		DESCRIPTION:
LIFE AREA:	1ES	Economic Security
GOAL CODE:	11	Youth will be prepared for their eventual economic self-sufficiency
OBJECTIVE:	111	Youth will have skills, attitudes and competencies to enter college, the work force or other meaningful activities.
SOS:	0119	Employment Opportunities – A program which provides paid on-the- job training with opportunities that enable youth to master practical and/or technical skills required to maintain employment in the current job market. Programs may be short term, long term, internship, or seek to address strategies for addressing youth employment and training needs.
Performance Measures:		
How Much:	0119A.1	# of youth in the program (unduplicated)
How Well:	0119B.3	% of teens that report being supported by staff.
Better Off:	0119C.3	# of youth with improved work skills.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages. Please note that the NYS OCFS web based application only accepts Male or Female at this time.

GENDER OF PROGRAM PARTICIPANTS: (Enter # of participants per gender)		MALE	<u>3</u>	FEMALE	<u>3</u>	
ETHNICITY: (Enter number of participants per ethnic group)	WHITE	<u>2</u>	BLACK OR AFRICAN AMERICAN	<u>2</u>	HISPANIC OR LATINO	<u>2</u>
	AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN			
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES			
AGES						
0-4	5-9	10-14	15-17	18-20	21+	
IS TARGET POPULATION SERVING DISCONNECTED YOUTH: (Enter number of participants per population described)						
No <input checked="" type="checkbox"/>			Yes <input type="checkbox"/>			
IF "YES",						
Youth aging out of foster care		Youth in the juvenile justice system who re-enter the community		Children of incarcerated parents		
				Runaway and Homeless Youth		

SCHEDULE "B"
BUDGET

For the Period of Operation: 6/26/23-8/04/23	Contract #: "To Be Assigned"
Agency/Municipality Name: Village of Mamaroneck	Program Title: Village of Mamaroneck Summer Youth Employment Program

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
VMDC Lifeguard (1)	16.00	H (239 hrs)	3,824	
Camp Counselor (5)	10.00	H (71.8 hours)	3,590	
TOTAL SALARIES AND WAGES			7,414	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$ 7,414	

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)			\$ -	

3. MAINTENANCE & OPERATION

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

TOTAL PROGRAM AMOUNT \$ 7,414

TOTAL WCYB FUNDS REQUESTED \$ 7,414

List Other Funding Sources	\$ 7,414	Reimbursable Total
	\$ -	Municipal Funding
	\$ -	Other Sources

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

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

Below is a list of current funding categories:

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

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

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

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

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

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

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:
Westchester County Youth Bureau
112 East Post Road, 3rd Floor
White Plains, NY 10601

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Youth & Human Services)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- i. Owned automobiles.
- ii. Hired automobiles.
- iii. Non-owned automobiles.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

3. All policies of the Municipality shall be endorsed to contain the following clauses:

a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

SCHEDULE “D”
ELECTRONIC FUNDS TRANSFER (EFT)

The Contractor shall complete the “Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form” as part of the County’s ‘Vendor Direct’ program utilizing Electronic Funds Transfer (“EFT”) payments.

The County will deposit payments via EFT two business days after the voucher/invoice is processed. Please note that Saturdays, Sundays, and legal holidays are not considered business days.

Under the Vendor Direct program, the Contractor will receive an e-mail notification one day prior to the day the payment will be credited to its designated account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a paper check stub, and will contain the date that the funds will be credited to its account.

The Contractor shall contact the County in the same manner for a discrepancy in the amount received via EFT as it would for a discrepancy in the amount received in a paper check.

In the unlikely event that the Contractor did not receive the money in its designated bank account on the date indicated in the e-mail, the Contractor shall contact the County’s Finance Department’s Accounts Payable Office at 914-995-2788.

The Contractor shall promptly notify the County whenever it changes any information regarding, or closes, the bank account that it enrolled in the Vendor Direct program for EFT payments. The Contractor shall then complete, and provide to the County, a new “Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form”. The Contractor shall contact the County’s Finance Department’s Accounts Payable Office at 914-995-2788 to obtain a new form.

[NO FURTHER TEXT ON THIS PAGE]

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

☐ New
☐ Change
☐ No Change

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

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Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

SCHEDULE "E"

SAMPLE CORRECTIVE ACTION REQUEST FORM



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



**Westchester County Youth Bureau
Corrective Action Request**

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

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

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

Monitor Notes:

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

____ Program Monitor Name ____

____ Program Monitor Email ____

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

Telephone: (914) 995-2745
Fax: (914) 995-3871

Website: www.westchestergov.com/youth