



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

| |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: SEPTEMBER 22, 2020 |
| AGENDA ITEM SECTION: MATTERS REQUIRING ACTION |
| AGENDA ITEM NO. : 12 |
| AGENDA ITEM: CONSIDER A MOTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO SIGN AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER TO PROVIDE FUNDING FOR THE YOUTH OFFICER PROGRAM FOR 2019 IN THE AMOUNT OF \$2,285.00. |
| ITEM BACKUP DOCUMENTATION: <ol style="list-style-type: none">1. INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER TO PROVIDE FUNDING FOR THE YOUTH OFFICER PROGRAM FOR 2019 IN THE AMOUNT OF \$2,285.00 |

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the 22 day of SEPTEMBER, 20 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 DOBBS FERRY a municipal corporation of the State of New York, having an office and place of business at 112 Main Street, Dobbs Ferry, NY 10522 (hereinafter referred to as the "Municipality").

WHEREAS, the County desires that the Municipality provide a Positive Youth Development Program; and

WHEREAS, the Municipality is willing to provide such a Positive Youth Development 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 County shall reimburse the Municipality an amount not to exceed \$2,285.00 Dollars, which the Municipality shall use to provide the Youth Officer Program as more particularly described in Schedule "A" and as budgeted in Schedule "B," both of which are attached hereto and made a part hereof, payable upon full contract execution and approval of the same by the Office of the Westchester County Attorney.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Municipality shall provide the County with a report to be submitted within thirty (30) days of 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 Consultant 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.

SECOND: 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 negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

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

(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.

THIRD: The term of this Agreement will commence January 1, 2019 and terminate December 31, 2019 unless terminated earlier as provided herein.

FOURTH: (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.

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

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

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

to the Municipality: Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, NY 10522

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

EIGHTH: 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.

NINTH: 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.

TENTH: 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.

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

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

COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

THE MUNICIPALITY

By: _____
(Name and Title) *EDMOND MANLEY*
VILLAGE ADMINISTRATOR

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2019- 192

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this 22ND day of SEPTEMBER 2020, before me, the undersigned,
personally appeared EDMOND MANLEY, personally known to me or proved to me on
the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within
instrument and acknowledged to me that he/she is the VILLAGE ADMINISTRATOR
of THE VILLAGE OF DOBBS FERRY, NEW YORK, the municipal corporation described
in and which executed the within instrument, who being by me duly sworn did depose and say that
he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the
municipal corporation executed the instrument.

Notary Public

County : WESTCHESTER

CERTIFICATE OF AUTHORITY

(Municipality)

I, ELIZABETH A-DREAPER
(Officer other than officer signing contract)

certify that I am the VILLAGE CLERK of the
(Title)

VILLAGE OF DOBBS FERRY, NEW YORK
(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the
NEW YORK STATE GENERAL MUNICIPAL LAW
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement; that EDMOND MANLEY
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
VILLAGE ADMINISTRATOR of the Municipality, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its
VILLAGE BOARD OF TRUSTEES, thereunto duly authorized and
(Town Board, Village Board, City Council)

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

(Signature)

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

On this 22ND day of SEPTEMBER 2020 before me, the undersigned, personally appeared
ELIZABETH A-DREAPER, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the above certificate and
acknowledged to me that he~~she~~ executed the above certificate in his~~her~~ capacity
as VILLAGE CLERK of THE VILLAGE OF DOBBS FERRY,
(Title) (Municipality)
the municipal corporation described in and which executed the within instrument.

Notary Public County : WESTCHESTER



Office of Children and Family Services

[QYDS \(.../Default.aspx\)](#)

[MENU](#)

SCHEDULE 'A'

QYDS PROGRAM MENU

[Program Information \(ProgramInfo.aspx\)](#)

[Site Information \(/QYDS/Applications/SiteInfo.aspx\)](#)

[Features \(/QYDS/Applications/Feature.aspx\)](#)

[Touchstones \(/QYDS/Applications/Touchstones.aspx\)](#)

[Service Stats](#)

[Summary](#)

Summary Information:

[Print Summary](#)

Program Information

Program Application ID:
87727

Program Title:
Dobbs Ferry Youth Officer Program
County Administration Application:
No

Funding Information

Funding Category:
Youth Development Program
County:
Westchester

Fund Amounts

Total Program Amount:
\$2,285.00
OCFS Funds Allocated:
\$2,285.00
OCFS Funds Requested:
\$2,285.00

Period of Actual Program Operation

From:
01/01/2020
To:
12/31/2020

Implementing Agency

Implementing Agency:
Dobbs Ferry Police Department
Street Address:
112 Main Street
City:
Dobbs Ferry
State:
New York
Zip Code:
10522
Federal Identification Number:
13-6007289
Charities Registration Number:
Agency Website:
dobbsferry.com
This Agency is:
Public

Contact Person for Agency

Last Name:
Kamke
First Name:
Justin
Title:
Sgt.
Phone Number:
(914) 693-5500
Extension:
Fax Number:
(914) 693-2040
Email:
jkamke@dobbsferrypolice.com

Executive Officer/Board Chairperson**Last Name:**

Guevara

First Name:

Manuel

Title:

Chief of Police

Phone Number:

(914) 693-5500

Extension:**Fax Number:**

(914) 693-2040

Email:

mguevara@dobbsferrypolice.com

Program Sites**Site Type:**

Office

Street Address:

112 Main Street

Address Line 2:**City:**

Dobbs Ferry

State:

NY

Zip Code:

10522

Total Program Target Population**Projected Enrollment:**

2500

Projected Daily Attendance:

300

Gender**Male:**

1500

Female:

1000

Ethnicity**White:**

1700

Black Or African American:

400

Hispanic Or Latino:

400

American Indian Or Alaskan Native:

0
 Asian:
 0
 Native Hawaiian Or Other Pacific Islander:
 0
 Two Or More Races:
 0
 Age
 0 - 4:
 0
 5 - 9:
 800
 10 - 14:
 500
 15 - 17:
 850
 18 - 20:
 350
 21+:
 0

Disconnected Youth

Youth aging out of foster care:
 0
 Children of incarcerated parents:
 0
 Youth in juvenile justice system who re-enter the community:
 0
 Runaway and Homeless Youth:
 0

Program Summary

The objectives of the program are to identify at risk youths, refer them to the proper services, educate youths and parents about laws and potential consequences, and provide appropriate alternatives in the form of activities or services. The Village of Dobbs Ferry includes a school district consisting of one high school, a middle school and an elementary school. In addition, there is a private high schools, college, a Montessori preschool, several day care centers, and two youth residential treatment facilities that have their own schools located on campus. The Village has a population that exceeds 10,000 people.

Youth Development Features

Physical and Psychological Safety

Safe and health-promoting facilities; practice that increases safe peer group interaction and decreases unsafe or confrontational peer interactions.

The Youth Officer works with the Dobbs Ferry Recreation Department and the area schools, day care centers and residential youth treatment facilities in order to provide as many services as possible to educate youth in non-violent conflict resolution, positive alternatives, decision making, substance abuse, combating peer pressure, and good citizenship.

Appropriate Structure

Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.

The Youth Division works with several village agencies, schools, daycare centers and councils in order to best serve our youth. The other programs that assist or work in conjunction with the Youth Division are either paid staff or parent/youth volunteers. The members of the Youth Officer Program do not supervise activities without the assistance of staff from aforementioned agencies.

Supportive Relationships

Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.

The program through its activities and relationships with Dobbs Ferry youth entities to ensure that all participants are provided with the listed needs so that a safe and protective relationship can be established.

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; and support for cultural and bicultural competence.

The program attempts to create an environment that is inclusive to all and promotes the belief that all persons, regardless of their differences, are challenged to make their neighborhoods, schools, and localities a better, safer place. This should be done by treating all people as equals and being receptive of their individual choices.

Positive Social Norms

Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.

Participants of the Youth Officer Program are clearly informed of the rules of behavior and our expectations that the rules will be followed to protect the mental and physical well being of all. The importance of following rules and laws are discussed as well as the resulting consequences. Volunteerism is encouraged in local activities through group functions and other unrelated organizations.

Support for Efficacy and 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.

Activities include decision making, responsibility, consequences, peer pressure, inclusion, complimenting others, role play, assertiveness training and team building exercises.

Opportunities for Skill Building

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

As stated above the activities are updated to include current trend, events and technology to assist participants of all ages in reaching their utmost potential. The goal is foremost to improve their attitude and ability to make their community a better place by assisting the youth in becoming a more involved, mature, employable and better informed person.

Integration of Family, School and Community Efforts

Concordance; coordination and synergy among family, school and community.

In order to properly monitor and evaluate the needs and progress of our program we rely on the assistance of the village government, the school district, parent organizations and the Dobbs Ferry Youth Services Council. Administrators and liaisons from these other entities evaluate the types and amount of activities and services provided to determine if they fit the needs of our target population.

Monitoring

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.

In order to properly monitor and evaluate the needs and progress of our program we rely on the assistance of the village government, the school district, parent organizations and the Dobbs Ferry Youth Services Council. Administrators and liaisons from these other entities evaluate the types and amount of activities and services provided to determine if they fit the needs of our target population. The Youth Officer monitors the program periodically and reports any problems, requests or issues to the Chief of Police.

Evaluation

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 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 results will be used.

In order to properly monitor and evaluate the needs and progress of our program we rely on the assistance of the village government, the school district, parent organizations and the Dobbs Ferry Youth Services Council. Administrators and liaisons from these other entities evaluate the types and amount of activities and services provided to determine if they fit the needs of our target population.

Y 10 9
 INTENT TO OMITTED

Touchstone Life Area:**[2] Physical Health****Goal:****[21] Children and youth will have optimal physical and emotional health.****Objective:****[213] Children and youth will be free from health risk behaviors (e.g., smoking, drinking, substance abuse, unsafe sexual activity).****Service Method:****[0231] Alcohol and Substance Abuse Prevention Services****Performance Measures:****HowMuch:- [0231A.1] # of youth participating (unduplicated)****HowWell:- [0231B.2] % of youth completing the program****BetterOff:- [0231C.3] #/% of youth with reduced numbers of school disciplinary incidents for substance use (for youth with school disciplinary incidents for substance abuse)****Gender****Male:**

1500

Female:

1000

Ethnicity**White:**

1700

Black Or African American:

400

Hispanic Or Latino:

400

American Indian Or Alaskan Native:

0

Asian:

0

Native Hawaiian Or Other Pacific Islander:

0

Two Or More Races:

0

Age**0 - 4:**

0

5 - 9:

800

10 - 14:

500

15 - 17:

850

18 - 20:

350

21+:

0

Disconnected Youth

Youth aging out of foster care:

0

Children of incarcerated parents:

0

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

0

Runaway and Homeless Youth:

0

Submit

WESTCHESTER COUNTY YOUTH BUREAU
PROGRAM BUDGET
SCHEDULE B

| | |
|------------------------------------------------------|------------------------------|
| For the Period of Operation: 01/01/2019 - 12/31/2019 | Contract #: YTH1924 |
| Agency/Municipality Name: Dobbs Ferry | Program Title: Youth Officer |

1. PERSONAL SERVICES

| Position Title | Rate of Pay | Basis (H,W,BW, SM) | Total Program Amount | Total Funds Requested for this Program |
|-------------------------------------|-------------|-----------------------|----------------------|-------------------------------------------|
| Youth Officer | 61.94 | H | 2,285 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL SALARIES AND WAGES | | | 2,285 | |
| TOTAL FRINGE BENEFITS | | | | |
| TOTAL PERSONNEL SERVICES (1) | | | \$ 2,285 | |

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 \$ 2,285

TOTAL WCYB FUNDS REQUESTED \$ 2,285

| | | |
|----------------------------|----------|--------------------|
| List Other Funding Sources | \$ 2,285 | Reimbursable Total |
| | \$ - | Municipal Funding |
| | \$ - | Other Sources |

Approved:

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: <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.

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.