VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: APRIL 13, 2021
AGENDA ITEM SECTION: MATTERS REQUIRING ACTION
AGENDA ITEM NO. : 12
AGENDA ITEM: CONSIDER A RESOLUTION AUTHORIZING CHIEF OF POLICE MANUEL GUEVARA TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER FOR PARTICIPATION IN THE POSITIVE YOUTH DEVELOPMENT PROGRAM
ITEM BACKUP DOCUMENTATION: 1. MEMORANDUM DATED MARCH 31, 2021 FROM POLICE OFFICER STEPHEN BETZ TO MAYOR ROSSILLO, THE BOARD OF TRUSTEES, MR. RICHARD LEINS/INTERIM VILLAGE ADMINISTRATOR AND MS. ELIZABETH DREAPER/VILLAGE CLERK 2. INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER FOR PARTICIPATION IN THE POSITIVE YOUTH DEVELOPMENT PROGRAM 3. DRAFT RESOLUTION AUTHORIZING CHIEF OF POLICE MANUEL GUEVARA TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER FOR PARTICIPATION IN THE POSITIVE YOUTH DEVELOPMENT PROGRAM

POLICE DEPARTMENT
VILLAGE OF DOBBS FERRY

112 Main Street • Dobbs Ferry, New York 10522
Telephone (914) 693-5500 • Fax (914) 693-2040

Manuel R. Guevara
CHIEF OF POLICE

To: Mayor Vincent Rossillo and the Board of Trustees
Richard Leins, Interim Village Administrator
Liz Dreaper, Village Clerk

From: Stephen M. Betz, Police Officer

Date: March 31, 2021

Subject: Intermunicipal Agreement between the Dobbs Ferry Police Department and the County of Westchester to fund a Positive Youth Development Program.

This agreement, in which the County of Westchester shall reimburse the Municipality an amount not to exceed Two Thousand Two Hundred Eighty Five ($2,285.00) Dollars, which the Municipality shall use to provide the Positive Youth Development Program. The objectives of the program are to identify at risk youths, refer them to proper services, educate youths and parents about laws and potential consequences, and provide appropriate alternatives in the form of activities or services.

Thank you for your assistance in this matter.

INTERMUNICIPAL AGREEMENT

THIS 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

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 10552 (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 **Two Thousand Two Hundred Eighty Five ($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 as to form and manner 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, 2020 and terminate December 31, 2020 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 as to form and manner by the Office of the County Attorney.

SIXTH: 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 Contractor, then the Contractor 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 Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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

To the County:	Executive Director – Youth Bureau 112 E. Post Road, 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 Dobbs Ferry 112 Main Street Dobbs Ferry, NY 10552

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, ethniMunicipality, 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: _____
County Executive

THE MUNICIPALITY

By: _____
(Name and Title)

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:

_____
Assistant County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 2021, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that 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, _____, 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)
) ss.:
COUNTY OF WESTCHESTER)

On this ___ day of _____, 2021, 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- WCYB-5002

WESTCHESTER COUNTY YOUTH BUREAU
AGENCY - PROGRAM PROFILE

PROGRAM TITLE:

PROJECTED TOTAL PROGRAM ENROLLMENT	
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.	

PROGRAM SITES- Most significant (3 Maximum)

Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
	505 Broadway Dobbs Ferry				
	555 Broadway Dobbs Ferry				
	1 Echo Hills Dr Dobbs Ferry				

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 1500	# Female 1000				
AGES of PROGRAM PARTICPANTS:	0-6 150	7-9 500	10-13 300	14-17 600	18-20 150	21+ N/A

ETHNICITY (Enter number of participants per ethnic group)			
White 1700	Black or African American 400	Two or more races	Hispanic or Latino 250
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)					No ☐	Yes ☒
Ages: (enter # of participants in population described)	0-6	7-9	10-13	14-17	18-20	21+
If "Yes," indicate number of youth: 200	Youth aging out of foster care: UNKNOWN			Children of incarcerated parents: unk		
Youth in the juvenile justice system who re-enter the community unk			Runaway and homeless youth 50			

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 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.

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

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

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 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 people as equals and being receptive of their individual choices.

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

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.

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

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.

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.

8. Integration of Family, School, & 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 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.

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.

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.

(100 words maximum)

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.

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

IMPLEMENTING AGENCY
:Dobbs Ferry Police Dept
PROGRAM TITLE:
Police Youth Officer program

LIFE AREA: *(Enter Code)*	4CVC CITIZENSHIP/CIVIC ENGAGEMENT			**GOAL:** *(Enter Code)*	41 Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities
OBJECTIVE: *(Enter Code)*	418 Objective: Children and youth will refrain from violence and other illegal behaviors.	**SOS:** *(Enter Code)*	0421. Juvenile Delinquency Prevention Services: Such programs provide youth court, juvenile justice diversion services, juvenile aid bureau/officer, gang & violence prevention/intervention.	**Performance Measures:** *(Enter Code)* **How much: 0421A. 1** **How well: 0421B.2** **Better off: 0421C.2**	 # of youth participating (unduplicated) % Of youth participating in non-mandated requirements #/% Of youth with reduced high risk behaviors

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: *(Enter number participants per gender)*				**MALE**	1500	**FEMALE**	1000
ETHNICITY: (Enter number of participants per ethnic group)	WHITE 1700		BLACK OR AFRICAN AMERICAN	400		HISPANIC OR LATINO	250
	AMERICAN INDIAN OR ALASKAN NATIVE			unk		ASIAN	unk
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER			unk		TWO OR MORE RACES	unk

AGES	0-4 ____	5-9 ____	10-14 ____	15-17 ____	18-20 ____	21+ ____

IS TARGET POPULATION SERVING DISCONNECTED YOUTH: No ☐ Yes X
(Enter number of participants per population described)

IF "YES", Youth aging out of foster care 25 Children of incarcerated parents 25
Youth in the juvenile justice system who re-enter the community 50 Runaway and Homeless Youth 50

WESTCHESTER COUNTY YOUTH BUREAU

PROGRAM BUDGET

SCHEDULE B

For the Period of Operation: 2019	Contract #: YTH2024
Agency/Municipality Name: Village of 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: BD

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.

RESOLVED, that the Board of Trustees hereby authorizes Chief of Police Manuel Guevara to execute an intermunicipal agreement with the County of Westchester for participation in the Positive Youth Development Program which includes reimbursement of $2,285.00 for program services to be provided by the Police Department.