

AGREEMENT

AGREEMENT, made as of the first day of January, 2017, by and between the **COUNTY OF TOMPKINS**, a municipal corporation of the State of New York with main offices in the Tompkins County Courthouse at 125 E. Court Street, Ithaca, New York, hereinafter referred to as "the County" and **TOWN OF DRYDEN**, a municipal corporation of the State of New York with offices at 93 E. Main Street, Dryden, New York, hereinafter referred to as "the Town".

WITNESSETH:

WHEREAS, the parties hereto wish to enter into an agreement to participate in the Tompkins County Youth Services Program,

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

1. The term of this agreement shall be from **January 1 through December 31, 2017**.
2. The Town agrees to provide the youth services as described in its program proposals on file at the County Youth Services Department in accordance with locally approved planning group guidelines.
3. Town agrees to designate and maintain an active youth planning group to perform the functions outlined in the attached Tompkins County Youth Services Department Accountability Checklist (Attachment B).
4. The Town agrees to provide the necessary record keeping and monitoring to comply with the program reporting and claiming procedures of the County.
5. The Town and Villages have agreed that the Town will be the primary fiscal agent for the Dryden Youth Services programs, which shall entail making all program payments approved by the Town and Villages.
6. Claims for reimbursement for payments made by the Town may be submitted quarterly. In any event the Town agrees to submit all claims within 30 days after the end of the calendar year.
7. The Town also agrees to submit all program reports required within 30 days after the end of the calendar year.
8. The County will reimburse the Town up to a total not to exceed the sum of **\$35,171** of allowable documented expenses as outlined in the approved program plan and budget on file with the Tompkins County Youth Services Dept.
 - a. *Cooperative Extension Youth Services Program - reimbursement to the Town at 50% of properly documented, allowable expenses up to \$20,000.*

- b. *Cooperative Extension Youth Employment Program - reimbursement to the Town at 50% of properly documented, allowable expenses up to \$10,000.*
 - c. *Cooperative Extension OURS Program - reimbursement to the Town at 50% of properly documented, allowable expenses up to \$5,171.*
9. It is understood between the parties that any persons hired or contracted with by the Town are not employees of the County.
 10. Tompkins County encourages the payment of livable wages whenever practical and reasonable.
 11. It is the responsibility of the municipality to execute any subcontracts with other providers authorized in the Program Plan and Budget and to provide the Tompkins County Youth Services Department with a copy.
 12. No youth shall be denied access to any county-supported program because of race, creed, color, gender, sexual orientation, national origin, disability, or ability to pay.
 13. The Town certifies to the County that the programs and services to be provided and described herein are accessible for the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.
 14. The Town agrees that it will comply with federal, state, county and other applicable laws regarding work under municipal contracts, matters of employment, length of hours, Workers' Compensation and human rights, which pertain to this agreement and the services to be provided.
 15. REGULATORY COMPLIANCE. The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, Contractor agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be viewed at www.tompkins-co.org, or a copy can be obtained by contacting Tompkins County Department of Administration.

Contractors that are providers of healthcare services certify that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. If the Contractor provides healthcare services, the Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.

The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list.

By signing this contract, the Contractor attests to that fact that the Contractor and/or the provider have not been sanctioned nor excluded by any of the aforementioned entities.

16. If any claim, action, injury, death or damage to property or persons arise as a result from performance of the locally approved youth program covered by this contract, the Town shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials, with the exception of all actions and claims arising out of the negligence of Tompkins County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

DATED: _____

Tompkins County

DATED: _____

Jason Leifer
Supervisor, Town of Dryden

APPENDIX A:

Tompkins County Hold Harmless and Insurance Requirements

Contractor shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A.) Workers' Compensation and New York Disability

Workers' Compensation

Statutory coverage complying with NYS Workers' Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, OR

CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), OR

SI-12 - Certificate of NYS Workers' Compensation Self Insurance, OR

GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability \$1,000,000

Disability Benefits Requirements

Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, OR

DB120.1 - Certificate of Disability Benefits Insurance, OR DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

B.) Commercial General Liability including, contractual, independent contractors, products/completed operations

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|---|-------------|
| Each Occurrence | \$1,000,000 |
| General Aggregate | 2,000,000 |
| Products/Completed Operations Aggregate | 2,000,000 |
| Personal and Advertising Injury | 1,000,000 |
| Fire Damage Legal | 50,000 |
| Medical Expense | 5,000 |

- **General Aggregate** shall apply separately to the project prescribed in the contract
- It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.
- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non-contributory basis**

All insurance shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Accord Certificate of Insurance, Accord 25 (05/2010), or insurance company certificate. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to Tompkins County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. Certificates of Insurance shall be submitted with the signed contract.

Attachment B:
Tompkins County Municipal Planning Group Vitality &
Accountability Assessment

| Name of Municipal Youth Planning Group: | Yes | No | Comments |
|--|-----|----|----------|
| <u>Planning group structure, membership & relationship to municipality</u> | | | |
| 1. The municipality has created or designated a planning group to make youth development recommendations to local elected officials and Tompkins County Youth Board. | | | |
| 2. The planning group has municipally approved by-laws or operating guidelines | | | |
| 3. The Commission has officers with clear duties | | | |
| 4. Committees or individuals are clear about their responsibilities so they can join in and know what is expected of them. | | | |
| 5. The group has an active core of at least 3-5 members | | | |
| 6. Vacancies are filled in a reasonable amount of time. | | | |
| 7. The Commission orients new members effectively so they feel welcome and are able to participate quickly. | | | |
| 8. The planning group or a representative reports periodically to the municipal board(s) | | | |
| <i>*Shaded areas represent desired level of full, vital performance</i> | | | |
| <u>Organization, Meetings, & Leadership:</u> | | | |
| 1. There are meetings at least 10 times/year, and there is a quorum for all meetings. | | | |
| 2. Meetings begin and end on time, has minutes & provides copies to the Youth Bureau | | | |
| 3. All meeting have a well thought out agenda and relevant materials to make decisions. | | | |
| 4. Meetings are characterized by free discussion, good questions about programs, needs, goals, & performance, participation by most members, and active thinking together. | | | |
| 5. The quality of decisions are high, meaning that enough time is allowed, numerous viewpoints are presented before voting, & creative thinking is encouraged. | | | |
| 6. New leadership is encouraged and developed. | | | |
| <u>Planning:</u> | | | |
| 1. Uses organized surveys, community forums, parent/youth feedback to identify youth needs. | | | |

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| 2. The commission sets priorities, bases goals on data and discussion of diverse audiences, intensity of services, and develops plans of action to accomplish the annual work plan. | | | |
| 3. Uses proven effective program models | | | |
| 4. Programs have qualified staff or volunteers and supervision to support the planned services | | | |
| 5. Understands basics of funding available and makes supportable financial decisions | | | |
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| <u>Oversight, Guidance and Accountability:</u> | | | |
| 1. Understands each program's purpose and direction | | | |
| 2. Asks for appropriate and reasonable information about program activity | | | |
| 3. Receives program reports made by providers on a regular basis | | | |
| 4. Members do not directly oversee themselves or immediate family members | | | |
| 5. Assures that sufficient & eligible matching funds are available for state and county aid | | | |
| 6. Reviews financial reports on program services periodically | | | |
| 7. Observes the programs in action to see how well they are operated. | | | |
| 8. Compares program plans, reports and observations to assess whether the program is performing adequately | | | |
| 9. Has a way to gather feedback from parents and youth about the programs. | | | |
| 10. Gives positive feedback and constructive criticism to programs | | | |
| 11. Follows up to see that requests or concerns re: programs/staff are adequately addressed | | | |
| 12. Makes/assures program and financial reports to funders in a timely way | | | |
| | | | |
| <u>Advocacy, & Coordination</u> | | | |
| | | | |
| 1. Meets regularly with local elected officials, other funds, and stakeholders to keep them updated about commissions efforts | | | |
| 2. Has an annual report and distributes it to funders and key supporters | | | |
| 3. Stays abreast of local programs to avoid duplication, initiates coordinated programming when appropriate. | | | |
| 4. Networks with schools, businesses, churches, other service groups. | | | |

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| 5. Has an easily identifiable logo/slogan that is used on all correspondence, program advertising, etc. that is recognized in the community. | | | |
| 6. Does advertising and "talking up" programs and the work of the commission regularly. | | | |
| 7. Participates in other groups who are planning for youth and report back to the commission. | | | |
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| <u>Youth Leadership:</u> | | | |
| 1. Provides opportunities for youth to learn leadership skills in programs at the commission level | | | |
| 2. Uses youth as problem solvers | | | |
| 3. Invites youth to recommend programs & identify needs. | | | |

