

AGREEMENT

AGREEMENT, made as of the first day of January, 2022, 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, 2022**.
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.
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 by the due date set forth.
8. The County will reimburse the Town up to a total not to exceed the sum of **\$39,490** 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 \$24,000.*
 - b. *Cooperative Extension Youth Employment & OURS Programs - reimbursement to the Town at 50% of properly documented, allowable expenses up to \$14,865.*
 - c. *Summer Camp – reimbursement to the Town, on behalf of the Villages, in an amount not to exceed \$625.*

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:

Contractor/Subcontractor 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 agreement by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor/Subcontractor 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 form 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 (CGL) including, contractual, independent contractors, products/completed operations

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000

Damage to Rented Premises	\$50,000
Medical Expense	\$5,000

- If the CGL contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.
- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- 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.**
- Contractor, owner, and all other parties required of the Contractor shall be included as Additional Insured included Completed Operations on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CGF2010 (04/13) AND CG2037 (04/13) or CG2037 (04/13) AND CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor/Subcontractor. It shall apply as Primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

C.) Commercial Umbrella \$1,000,000

- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- 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.**
- Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor/Subcontractor.

D.) Waiver of Subrogation

Contractor/Subcontractor waives all rights against Tompkins County and its officers, employees, agents and elected officials for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

All insurance shall be written with insurance carriers licensed by the New York State and have an A.M. Best's Key Rating no lower than "A-X". Proof of insurance shall be provided on the Acord Certificate of Insurance, Acord 25 (03/2016), or insurance company certificate. All insurance policies and Certificates shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or materially changed (except for non-payments) until at least thirty (30) days prior written notice has been given to the County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance shall be submitted with the RFP, bid, and/or signed agreement.