

AGREEMENT

This agreement, made as of the 1st day of January 2022, by and between the **Town of Dryden**, 65 East Main Street, Dryden, New York, hereinafter referred to as the "**Town**" and **Cornell Cooperative Extension of Tompkins County**, a nonprofit organization exempt from income tax under IRS 501(c) (3) as an educational organization, located at 615 Willow Avenue, Ithaca, New York, hereinafter referred to as "**Extension**."

WITNESSETH:

WHEREAS, the Town of Dryden has established and will maintain the Dryden Youth Commission for the purpose of ensuring the development and availability of youth service programs for the youth of the town, and

WHEREAS, upon recommendation of the Youth Commission, Extension has been selected as the independent contractor to implement the youth service goals and recommendations developed by the Youth Commission.

It is therefore agreed:

1. The Town, on behalf of the Dryden Youth Commission contract with Extension to provide program and administrative services detailed below.
2. The term of this agreement shall be from January 1, 2022 through December 31, 2022.

It is further agreed that Extension shall:

3. Develop program plans and services designed to meet the priority youth needs identified by the Youth Commission.
4. Recruit and hire youth workers acceptable to the Youth Commission and comply with all federal, state, county or other municipal law regarding work under municipal contracts, matters of employment, length of hours, Workers' Compensation and human rights which may pertain to this agreement and the services to be provided herein. Extension shall provide equal employment opportunities to all qualified applicants.
5. Provide adequate liability protection for Extension staff and volunteers who are conducting approved activities.
6. Assign and supervise a qualified coordinator to train and supervise youth workers to enable them to successfully implement program activities designed to achieve locally approved goals and objectives and develop as professionals. Networking and coordination with other youth workers, agency staff and school personnel will be included as part of training and supervision.
7. Conduct annual performance reviews using feedback from the Youth Commission and schools where appropriate and share this information with the Youth Commission.

8. Report regularly to the Youth Commission on program progress, obstacles encountered, recommendations for improving services, personnel issues and emerging community needs.
9. Prepare quarterly fiscal reports and projections and be responsible for preparing program plans and budgets as negotiated for Youth Commission and municipal review and approval. Extension shall prepare and submit any program or fiscal reports or claims required by Tompkins County or other financial supporters as directed by the Youth Commission.
10. Submit a Town voucher documenting the actual total non-personnel costs incurred in operating approved programs. Agency finance staff will provide coordinator with up to date reports by April 15th, June 15th, Sept. 15th, and Nov. 1st, 2022. Invoices/Vouchers will be sent to the town by May 1st, July 1st, Oct. 1st, of 2022 and January 17th, 2023.
11. Prepare a year-end financial statement reconciling pre-payments and reimbursements with the actual expenses for the program year. Extension shall reimburse the Town for any overpayment by February 28, 2023.
12. Indemnify and save and hold harmless the Town, its officers, agents, contractors, and employees (hereinafter in this paragraph collectively referred to as the "Indemnified Parties") from and against any and all suits, claims, losses, liabilities or expenses (including costs and reasonable attorney's fees) by reason of any claim made against, or any liability imposed upon any of the Indemnified Parties for damage to property, including loss of use thereof, resulting from any negligent activities of Extension, its agents, subcontractors, employees or invitees. Without limiting the foregoing, Extension agrees to indemnify and save and hold harmless any Indemnified Party from any and all claims or liabilities arising out of any claims for loss by reason of unsafe working conditions where such claim is based upon conditions created by Extension in the performance or non-performance of the obligations of Extension under this Agreement.
13. Provide and maintain at Extension's own expense insurance coverage for public liability covering Extension and the Town, its officers, agents and employees, from and against all suits, claims, loss, liability or expense (including costs and reasonable attorney's fees) by reason of liability imposed upon the Town or any or all of the foregoing persons for claims because of any injury to person, including bodily injury and death, or because of any property damage, including loss of use thereof, arising out of negligence by Extension.

It is further agreed that the Town shall pay Extension a total of \$112,216.00 for the services described above, such payment to be made in the following manner:

- (a) Town shall pay Extension for the personnel, insurance, and fringe benefit expenses of the Dryden Youth program staff as approved by the Town, program support fees for contract administration costs as approved by the Town and non-personnel expenses up to the total included in the approved Dryden Youth Program budget (Attachment A) on a quarterly basis.
- (b) In no event shall the Town be required to pay in the aggregate more than \$53,637.00 and \$58,579.00 for OURS program.