County Contract No. 2026-00000260

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a county of the State of New York with principal offices at 244 Fair Street, Kingston, New York 12401 (the "**County**"), and **TOWN OF GARDINER**, a municipal corporation and a town of the County of Ulster, State of New York with principal offices at 2340 State Route 44/55, P.O. Box 1, Gardiner, New York 12525 (the "**Town**"), (each, a "Party;" together, the "Parties").

RECITALS

WHEREAS, the County, by and through its Youth Bureau, administers funding provided by the New York State Office of Children and Family Services for out-of-school summer youth recreational programs operated by the Towns and City in Ulster County; and

WHEREAS, the Town's Parks and Recreation staff provides supervisory oversight of an out-of-school summer recreational program sponsored by the Town; and

WHEREAS, the County has agreed to engage the Town, and the Town has agreed to contract with the County, to provide an out-of-school summer recreational program in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the Parties hereby agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Town agrees to perform the services identified in Schedule A, the Scope of Services (the "Services"), which is attached hereto and is hereby made a part of this Agreement. The Town agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Town that the County will not compensate the Town for any services not included in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment, or Addendum to this Agreement, which is executed by the Ulster County Executive (the "Executive") or the Ulster County Director of General Services (the "Director of General Services"), after consultation with the head of the County Department responsible for the oversight of this Agreement (the "Department Head"), and upon review by the County Attorney's Office.

ARTICLE 2 - TERM OF AGREEMENT

The Town agrees to perform the Services **beginning June 1, 2026, and ending September 30, 2026.**

ARTICLE 3 - COMPENSATION

A **not-to-exceed** amount of **TWO THOUSAND, FIVE HUNDRED AND 00/100 ($2,500.00) DOLLARS** has been established for the Services to be rendered by the Town. Costs in excess of the above amount may not be incurred without the prior written authorization of the Executive or the Director of General Services, after consultation with the Department Head, and evidenced only by a written Change Order, Amendment, or Addendum to this Agreement. It is specifically agreed to by the Town that the County will not be responsible for any additional costs, or costs in excess of the above cost, if authorization by the Executive or the Director of General Services is not given in writing prior to the performance of any services giving rise to such excess or additional costs. The County shall be invoiced and make payments as described in Schedule B, "Fees, Expenses, and Submissions for Payment."

In the event that the Town receives payments, from any source whatsoever, in consideration for the same Services provided to the County under this Agreement, the monetary obligation of the County hereunder will be reduced by an equivalent

amount, provided, however, that nothing contained herein will require such reimbursement where additional similar services are provided and no duplicative payments are received.

ARTICLE 4 - EXECUTORY CLAUSE

The County will have no liability under this Agreement to the Town or to anyone else beyond funds appropriated and available for this Agreement. The County may terminate this Agreement if funds are not appropriated, available, or are reduced for this Agreement.

The Town understands and agrees that the dollar amounts identified in this Agreement are based upon funding allocations from the State of New York and/or the Federal Government, which are the basis for any payments made by the County hereunder. In the event that the anticipated amount of funding changes, or is reduced or denied, in part or in full, the County, where appropriate, will not be liable to the Town for the difference. If the full state and/or federal funding to the County for any payment to be made or which has been made under this Agreement, by the County to the Town, is reduced for any reason whatsoever, then the County may (i) deduct and withhold from any future payment(s) an amount equal to the reduction in funding, or (ii) otherwise recover from the Town the amount of the reduction. It is understood that based upon changes in the state and/or federal funding process, the actual amounts in this Agreement may change throughout the Term. The amounts in this Agreement will be amended to reflect the actual amounts to be paid upon notification to the County by the state and/or Federal Government, as necessary.

ARTICLE 5 – PROCUREMENT OF AGREEMENT

The Town represents and warrants that no person or selling agent has been employed or retained by the Town to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The Town further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the Parties. The Town makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Town shall neither make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 6 - CONFLICT OF INTEREST

The Town represents and warrants that neither it, nor any of its directors, officers, members, partners, or employees, have any interest, nor will they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the Services to be provided pursuant to this Agreement. The Town further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest will be employed by it, and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, or association in which such official, officer, or employee is directly or indirectly interested, will have any such interest, direct or indirect, in this Agreement, or in the proceeds thereof, unless such person (i) is required by the Ulster County Ethics Law, as amended from time to time, to submit a disclosure form to the County's Board of Ethics, and amends such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, either voluntarily completes and submits said disclosure form, disclosing their interest in this Agreement, or seeks a formal opinion from the County's Board of Ethics, as to whether or not a conflict of interest exists. The law and disclosure form may be accessed electronically at https://ulstercountyny.gov/board-of-ethics. Alternatively, a hard copy of the law and disclosure form will be provided upon the Town's request.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Town shall not make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 7 – REPRESENTATIONS BY THE TOWN

The Town represents that it is fully licensed (to the extent required by law), experienced, and properly qualified to perform the Services to be provided under this Agreement, and that it is properly permitted, equipped, organized, and financed to perform such Services.

The Town understands that it may become necessary for the County to submit to governmental agencies and/or authorities, or to a court of law, part or all of the data, analyses, and/or conclusions developed as a result of its performance of these Services. The Town is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The Town shall be responsible for such penalties resulting from false information submitted to the County by the Town.

By signing this Agreement, the Town is attesting to that fact that neither it nor any of its employees, agents, representatives, officers, subcontractors, or any other entity or individual providing Services pursuant to this Agreement has been sanctioned, excluded, or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. If the Town or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department during the Term of this Agreement, the Town agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to the Town's status in this regard, or any failure by the Town to immediately notify the County Attorney of any change in such status will result in immediate termination of this Agreement, in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

Additionally, if classified as a tax-exempt organization under Sections 501(c)(3) or 501(c)(6) of the Internal Revenue Code (the "Code") of the U.S. International Revenue Service (the "IRS"), the Town represents and warrants that it is a nonprofit entity in good standing under the Code and the laws of its state of registration and that it is current with its IRS Form 990 filing or that it has filed an extension in a timely manner. Prior to execution of this Agreement, the Town shall furnish the County's Department of General Services with a copy of its most recently filed IRS Form 990 ("Form 990") and, if applicable, any current extension filing. The Town agrees and warrants that it shall remain current with its Form 990 filing(s) and/or extension filing(s) for the Term of the Agreement (and any extensions of the Term thereof) and shall provide the County's Department of General Services copies of all Form 990s and/or extensions filed during the Term of the Agreement. If the Town requires an extension to remain current with its Form 990 filing requirement, it shall file such extension prior to or on the applicable deadline. The Town shall notify the Department Head in writing immediately upon recognition of its noncompliance with its Form 990 filing requirements and shall immediately take steps to cure such noncompliance. For continued noncompliance with its Form 990 filing requirements, the County may elect to withhold the last and final payment for Services rendered under this Agreement until such time as the Town provides the County with evidence that such noncompliance has been cured.

ARTICLE 8 – CORPORATE COMPLIANCE

The Town agrees to comply with all federal, state, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, the Town agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at https://ulstercountyny.gov/ulster-county-compliance-plan. Alternatively, a hard copy of the Plan will be provided upon the Town's request. The Plan relates to the County's compliance with relevant federal and state fraud and abuse laws. The Town represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this Agreement. The County may terminate this Agreement, in whole or in part, at any time for Town's failure to comply with the County's Compliance Plan. The Town shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any federal or state law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide and/or perform Services for the County have not been the subject of adverse governmental actions and/or excluded from the federal healthcare programs.

The Town understands that the County has established and implemented a Corporate Compliance Program and has developed "Standards of Conduct for Ulster County" (the "Standards"). The Standards can be accessed electronically at any

time by going to https://www.ulstercountyny.gov/Standards-of-Conduct-Ulster-County. Alternatively, a hard copy of the Standards will be provided upon the Town's request. The Town represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is (877) 569-8777.

ARTICLE 9 - FAIR PRACTICES

The Town, and each person signing on behalf of the Town, represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by the Town without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor, as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and

B. Unless otherwise required by law, the prices that have been quoted in this Agreement and on the proposal or quote submitted by the Town have not been knowingly disclosed by the Town prior to the communication of such quote to the County, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor; and

C. No attempt has been made or will be made by the Town to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that the Town (i) published price lists, rates, or tariffs covering the Services and/or items being procured, (ii) informed prospective customers of proposed or pending publication of new or revised price lists for such Services and/or items, or (iii) provided the same Services and/or items to other customers at the same prices being bid or quoted, does not constitute, without more, a disclosure within the meaning of this Article 9.

ARTICLE 10 - INDEPENDENT CONTRACTOR

In performing the Services and incurring expenses under this Agreement, the Town shall operate as and have the status of an independent contractor and shall not act as agent for or on behalf of the County, nor will the Town represent the County, or bind the County in any manner. As an independent contractor, the Town shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the Town's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, the Town covenants and agrees that neither it, nor its employees or agents, will proclaim themselves to be officers or employees of the County, or of any department, agency, or unit thereof, by reason hereof, and that the Town's employees or agents will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage, health insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.

Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership, or joint venture, or any other fiduciary relationship.

ARTICLE 11 - ASSIGNMENT

The Town shall not assign any of its rights, interests, or obligations under this Agreement, or assign any of the Services to be performed by it under this Agreement, without the prior express written consent of the Executive or the Director of General Services, upon review by the Ulster County Attorney's Office. Any such assignment, transfer, conveyance, or other disposition without such prior consent will be void, and any Services provided thereunder will not be compensated. Any assignment properly consented to by the Executive or the Director of General Services will be subject to all of the terms and conditions of this Agreement.

Failure of the Town to obtain any required consent to any assignment will be grounds for termination for cause at the option of the County, and if this Agreement be so terminated, the County will thereupon be relieved and discharged from any further liability and obligation to the Town, its assignees, or transferees; and all monies that may become due under this Agreement shall be forfeited to the County, except so much thereof as may be necessary to pay the Town's employees for

past Services.

The provisions of this clause shall not hinder, prevent, or affect any assignment by the Town for the benefit of its creditors made pursuant to Article 2 of Chapter 12 of the New York Debtor and Creditor Law, except where the Federal Supremacy Clause requires otherwise.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 12 – SUBCONTRACTING

The Town agrees to include the following provisions in any and all subcontract agreements for Services to be performed pursuant to this Agreement:

A. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the County and the Town, including, but not limited to, the insurance requirements set forth in Schedule C; and

B. That nothing contained in the subcontractor agreement will impair the rights of the County; and

C. That nothing contained in the subcontractor agreement, or under this Agreement between the County and the Town, will create any contractual relation in law or equity, between the subcontractor and the County; and

D. That the subcontractor specifically agrees to be bound by the confidentiality provision as set forth in Article 15 of this Agreement between the County and the Town.

Upon signing this Agreement, the Town shall provide the Department Head with the names and scope of work of any and all subcontractors to be used in the performance of the Town's obligations pursuant to this Agreement. Furthermore, upon the County's request, the Town shall provide copies of any and all subcontract agreements for Services to be performed pursuant to this Agreement.

The Town agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them to the same extent as it is for the acts and omissions of persons employed by the Town. The Town will not in any way be relieved of any responsibility under this Agreement by any subcontract.

ARTICLE 13 - PERFORMANCE

The Town shall perform the Services using its own equipment and facilities wherever and whenever possible. In performing the Services, the Town shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature. The Town is hereby given notice that the County will be relying upon the accuracy, competence, and completeness of the Town's performance in using the results achieved by the Town's performance of these Services. The Town shall at all times comply with all applicable federal, New York State, and local laws, ordinances, statutes, rules, and regulations.

ARTICLE 14 – PRIVACY AND SECURITY

Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Under certain circumstances, federal law and regulations governing the privacy of certain health information requires a "Business Associate Agreement" (a "BAA") between the County and the Town [45 C.F.R. Section 164.504(e)]. If HIPAA is applicable to this Agreement, the County and the Town agree to enter into a separate BAA that complies with HIPAA, as that law may be amended from time to time. Unless the Town has previously executed a compliant BAA that is in effect and on file with the County, the BAA referenced in this provision must be executed simultaneously with this Agreement.

ARTICLE 15 - CONFIDENTIALITY

For purposes of this Article:

A. The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by the Town from or through the County or any other person connected with the County, or developed, produced, or obtained by the Town in connection with its performance of Services under this Agreement. Confidential Information will include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.

B. The term "Town" as used herein includes all officers, directors, employees, agents, subcontractors, assignees, or representatives of the Town.

The Town shall keep all Confidential Information in a secure location within the Town's offices. The County will have the right, but not the obligation, to enter the Town's offices in order to inspect the arrangements of the Town for keeping Confidential Information secure. The County's inspection, or its failure to inspect, will not relieve the Town of its responsibilities pursuant to this Article 15.

The Town shall hold Confidential Information in trust and confidence, and shall not disclose Confidential Information, or any portion thereof, to anyone other than the County without the prior written consent of the Executive or the Director of General Services, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

The Town shall notify the County immediately upon its receipt of any request by anyone other than the County for, or any inquiry related to, Confidential Information. The Town is not prohibited from disclosing portions of Confidential Information if and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the Town, or (ii) disclosure of such portions is required by subpoena, warrant, or court order; provided, however, that in the event anyone other than the County requests all or a portion of Confidential Information, the Town shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy, unless and until the Executive or the Director of General Services, upon consultation with the Ulster County Attorney, in writing, waives compliance with the provisions of this Article 15, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Article 15, or determines that such disclosure is legally required, the Town shall disclose only such portions of Confidential Information that, in the opinion of the County, the Town is legally required to disclose, and the Town shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

Prior to the performance of any of the Services in connection with this Agreement, the Town shall obtain from each of its subcontractors, a confidentiality agreement running to the benefit of the County that is substantively identical to this Article 15. Further, at any time, if requested by the County, the Town shall obtain such an agreement from the officers, directors, agents, representatives, or employees of the Town and/or any of its subcontractors.

ARTICLE 16 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

A. All Confidential Information, as defined in Article 15, including all copies thereof, is the exclusive property of the County regardless of whether or not it is delivered to the County. The Town shall deliver Confidential Information and all copies thereof to the County upon request.

B. To the extent that copies of Confidential Information are authorized by the County to be retained by the Town, such information shall be retained in a secure location in the Town's office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever occurs later, and thereafter disposed of at the County's direction.

ARTICLE 17 – INTENTIONALLY LEFT BLANK

ARTICLE 18 – PUBLICITY

The prior written approval of the County is required before the Town or any of its employees, representatives, servants, agents, assignees, or subcontractors may, at any time either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this Agreement.

If the Town, or any of its employees, representatives, servants, agents, assignees, or subcontractors desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they shall first obtain the prior written permission of the Executive or the Director of General Services which, unless otherwise agreed to in said written permission, will entitle the County to a royalty fee and a non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, such publication.

ARTICLE 19 - RETENTION OF RECORDS

The Town agrees to maintain separate and accurate books, records, documents, and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

The Town agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever occurs later. The County, any New York State and/or federal auditors, and any other persons duly authorized by the County, will have full access and the right to examine any of said materials during said period.

ARTICLE 20 – AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the County. The Town shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and the Town shall make its records available to the County upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the Federal Government and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds, whether from the County, the State of New York, the Federal Government, private sources, or otherwise. The Town will not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 21 – NO DISCRIMINATION

As required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the Town shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

If this Agreement provides for a total expenditure in excess of $25,000.00, the Town shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on County contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action will mean recruitment, employment, job assignment, promotion, upgrade, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

Furthermore, in accordance with New York State Labor Law Section 220-e, if this is an Agreement for the construction or alteration of any public building or public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement will be performed within the State of New York, the Town agrees that neither it, nor its subcontractors, will, by reason of race, creed, color, disability, sex, or national origin: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the Services, or (ii) discriminate against or intimidate any employee hired for the performance of Services under this Agreement. If this is a building service agreement as defined in the New York State Labor Law Section 230, then in accordance with New York State Labor Law Section 239,

the Town agrees that neither it, nor its subcontractors, will by reason of race, creed, color, national origin, age, sex or disability: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the Services, or (ii) discriminate against or intimidate any employee hired for the performance of Services under this Agreement. The Town is subject to (i) a fine of Fifty and 00/100 ($50.00) Dollars per person, per day, for any violation of the New York State Labor Law Sections 220-e or 239, and/or (ii) possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

The Town understands that the County has established a Sexual Harassment Prevention Policy and Discriminatory Harassment Prevention Policy which applies to all contractors and non-employees conducting business with the County. These policies may be accessed electronically at https://www.ulstercountyny.gov/Departments/Personnel/Workforce-Policies/Harassment-Policies. Alternatively, a hard copy of these policies will be provided upon the Town's request.

ARTICLE 22 – PREVAILING WAGE

In accordance with New York State Labor Law Section 220-d, if this is an Agreement for the construction, reconstruction, maintenance and/or repair of any public work, the Town agrees that all laborers, workers, or mechanics employed by the Town and/or its subcontractors in contemplation of the performance of this Agreement shall be paid not less than such hourly minimum rate of wage and shall be provided supplements not less than the prevailing supplements as designated by the New York State Commissioner of Labor.

ARTICLE 23 - ULSTER COUNTY LIVING WAGE ACT

In accordance with Local Law 6 of 2021 also known as the Ulster County Living Wage Act, if this Agreement is for an amount of FIFTY THOUSAND and 00/100 ($50,000.00) DOLLARS or more in a County fiscal year (January 1 – December 31) and the Town has not received an exemption from the Ulster County Living Wage Act specific to this Agreement, the Town shall pay its employees that are working or providing services under this Agreement no less than the Living Wage in effect during the term of this Agreement. The current Living Wage can be found on the Ulster County Department of General Services website at https://ulstercountyny.gov/living-wage-act. The Ulster County Living Wage Act can be accessed electronically at any time by going to https://ulstercountyny.gov/living-wage-act. Alternatively, a hard copy of the Ulster County Living Wage Act will be provided upon the Town's request.

The County may suspend or terminate this Agreement and impose other penalties for violation of the Ulster County Living Wage Act.

ARTICLE 24 - INSURANCE

For provision of the Services set forth herein and as may be hereinafter amended, the Town shall maintain or cause to be maintained in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in Schedule C, which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers who have been fully informed as to the nature of Services to be performed by the Town pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to the County. The County shall be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) will be the sole obligation of the Town and not those of the County. Notwithstanding anything to the contrary in this Agreement, the Town irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance described in Schedule C and this Article 24. The provision of insurance by the Town will not in any way limit the Town's liability under this Agreement.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it shall not be cancelled or materially amended without thirty (30) days prior written notice to the County, except in the case of cancellation for non-payment of premium which requires ten (10) days prior written notice, directed to the County's Department of Risk Management and the Department Head, and (iii) the County will have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Town.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede the Town's start of the performance of Services (including subsequent policies purchased as renewals or replacements); and

B. If the insurance is terminated for any reason, the Town agrees to purchase for the County an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and

C. The Town shall give immediate notice to the County, through the Department Head, the Ulster County Attorney's Office, and the County's Department of Risk Management, of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 25 - INDEMNIFICATION

The Town agrees to defend, indemnify, and hold harmless the County, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed by the Town, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the County, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Town, its employees, representatives, subcontractors, assignees, or agents. The Town agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of the Town or an employee, representative, subcontractor, assignee, or agent of the Town, either within or without the scope of the respective employment, representation, subcontract, assignment, or agency, or arising out of the Town's negligence, fault, act, or omission, then the County will have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the County provided for in this clause will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 26 - RESPONSIBILITY TO CORRECT DEFICIENCIES

The Town shall be responsible to correct, in a timely fashion and at the Town's sole expense, any deficiencies in its Services resulting from the Town's failure to act in accordance with the standards set forth in Article 13 (Performance) and Schedule A, provided such deficiencies are reported to the Town within one hundred-twenty (120) days after completion and final acceptance of the Services. If the Town fails to correct such deficiencies in a timely and proper manner, the County may elect to have others perform such corrections, and the County may charge any related cost of such corrections to the Town and/or set-off such amount against any sums otherwise due to the Town. These remedies, if effected, will not constitute the sole or exclusive remedies afforded to the County for such deficiencies, nor will they constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 27 - CURRENT OR FORMER COUNTY EMPLOYEES

The Town represents and warrants that during the Term of this Agreement and for a period of one (1) year after its expiration or termination, it shall not retain the services of any County employee or former County employee in connection with this Agreement, or any other agreement that said Town has or may have with the County, without the express written permission of the Executive or the Director of General Services.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Town shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 28 - PROTECTION OF COUNTY PROPERTY

The Town assumes the risk of and shall be responsible for any loss or damage to the County's property and equipment,

whether owned, leased, or otherwise possessed by the County, used in the performance of this Agreement. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of the Town, its officers, directors, members, partners, employees, representatives, or assignees, or any person, firm, company, agent, or others engaged by the Town as an expert, consultant, specialist, or subcontractor hereunder, will be the responsibility of the Town.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County will have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The Town agrees to defend, indemnify, and hold the County harmless from any and all liability or claim for loss, cost, damage, or expense (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article 28.

The rights and remedies of the County provided herein will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 29 – EXTENSIONS AND DELAYS

If, owing to the actions or neglect of the County, the Town is prevented from completing the Services within the Term of this Agreement, then the Town's sole and exclusive remedy will be to request that a Change Order, Amendment, or an Addendum to this Agreement be issued by the Executive or the Director of General Services, permitting an extension of time to perform the Services, equal to the time lost due to such delay. Such request shall be based upon written notice only, delivered to the Department Head promptly, but not later than thirty (30) days after the initial occurrence of the event giving rise to such claim, and stating the specific nature of the claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment, or Addendum to this Agreement, signed by the Executive or the Director of General Services. In no event will the County be liable to the Town, its subcontractors, agents, assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

ARTICLE 30 - TERMINATION

The County may, by written notice to the Town, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the County's convenience, (ii) upon the failure of the Town to comply with any of the terms or conditions of this Agreement, or (iii) upon the Town becoming insolvent or bankrupt.

In the event that this Agreement is terminated for the convenience of the County, the Town will be paid for all Services rendered through the date of termination in accordance with Schedule B.

Upon termination of this Agreement, the Town shall comply with any and all County closeout procedures, including but not limited to:

A. Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the Town pursuant to this Agreement; and

B. Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the Town through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article 30, the County may procure upon such terms and in such manner as deemed appropriate, Services similar to those so terminated, and the Town shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for reasons other than the convenience of the County, the cost and expense of any Services procured by the County to complete the Services herein will be charged to the Town and/or set off against any sums due to the Town.

Notwithstanding any other provisions of this Agreement, the Town will not be relieved of liability to the County for damages sustained by the County by virtue of the Town's breach of this Agreement, or failure to perform in accordance with applicable standards. The County may withhold payments due to the Town for the purposes of set-off until such time as the exact amount of damages due to the County from the Town is determined.

The rights and remedies of the County provided herein will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 31 - SET-OFF RIGHTS

The County will have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to the Town (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the Term of this Agreement, or (iii) from the County by operation of law. The County will also have the right to withhold any monies otherwise due under this Agreement for the purposes of set-off against any amounts due and owing to the County for any reason whatsoever, including without limitation, tax delinquencies, fee delinquencies and/or monetary penalties or interest relative thereto.

ARTICLE 32 - NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Executive or the Director of General Services, after consultation with the Ulster County Attorney, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York, Albany Division.

ARTICLE 33 – DISPUTES

In the event of a dispute arising from this Agreement, the Town shall be liable to the County for reasonable attorney's fees, costs, expenses and disbursements incurred by the County in enforcing its legal and/or equitable rights pursuant to this Agreement by reason of the failure of the Town to comply with any of the terms, conditions or warranties of this Agreement, express or implied, and/or the exercise of County's remedies with respect thereto, and/or any error, omission and/or professional negligence of the Town or its subcontractors, including but not limited to all attorney's fees, costs, expenses and disbursements incurred by the County in prosecuting a lawsuit against the Town, seeking Indemnification pursuant to Article 25, obtaining Correction of Deficiencies pursuant to Article 26, Termination pursuant to Article 30, and/or Set-Off Rights pursuant to Article 31. The Town shall further be liable to the County for all prejudgment interest on any award of attorney's fees, costs, expenses and disbursements so awarded. This provision shall survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 34 - GOVERNING LAW

This Agreement is governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

ARTICLE 35 - WAIVER AND SEVERABILITY

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement will be considered waived by the County unless such waiver is explicitly given in writing by the Executive or the Director of General Services. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Executive or the Director of General Services.

The invalidity or invalid application of any provision of this Agreement will not affect the validity of any other provision, or the application of any other provision of this Agreement.

ARTICLE 36 - GENERAL RELEASE

Acceptance by the Town or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative, or other means, will constitute and operate as a general release to the County from any and all claims of the Town arising out of the performance of this Agreement.

ARTICLE 37 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Town against any officer, agent, or employee of the County, for or on account of any act or omission in connection with this Agreement.

ARTICLE 38 - ENTIRE AGREEMENT

The rights and obligations of the Parties and their respective agents, successors and assignees will be subject to and governed by this Agreement, including Schedules A, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

ARTICLE 39 - SURVIVING OBLIGATIONS

The Town's obligations and those of the Town's employees, representatives, agents, subcontractors, successors, and assignees, assumed pursuant to Article 7 (Representations by the Town), Article 8 (Corporate Compliance), Article 13 (Performance), Article 15 (Confidentiality), Article 16 (Ownership of Confidential Information), Article 18 (Publicity), Article 19 (Retention of Records), Article 25 (Indemnification), Article 26 (Responsibility to Correct Deficiencies), Article 28 (Protection of County Property), and Article 31 (Set-Off Rights) will survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 40 - NOTICES

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement will be in writing, will be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices will be effective when received. Notice addresses are as follows:

Town:
Town of Gardiner
Attention: Supervisor
P.O. Box 1, 2340 State Route 44/55
Gardiner, New York 12525

County:
Ulster County Department of Social Services
Attention: Commissioner
1061 Development Court
Kingston, New York 12401

Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the County's Department of Social Services and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

Mailing Address:
County of Ulster
Attention: County Attorney
Post Office Box 1800
Kingston, New York 12402

Physical Address:
County of Ulster
Attention: County Attorney
244 Fair Street, 5th Floor
Kingston, New York 12401

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

ARTICLE 41 - MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement, and no payment will be due in connection therewith, unless prior to the performance of any such Services, the Executive or the Director of General Services, after consultation with the Department Head, executes an Addendum, Amendment, or Change Order to this Agreement. The aforesaid Addendum, Amendment, or Change Order shall specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional services. Unless otherwise specifically provided for therein, the provisions of this Agreement will apply with full force and effect to the terms and conditions contained in such Addendum, Amendment, or Change Order.

ARTICLE 42 – FORCE MAJEURE

Neither Party hereto will be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided ("Impacted Party") including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b)

flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics or pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not); (d) national or regional emergencies; and (e) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give written notice within thirty (30) days of the Force Majeure Event to the other Party and the Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

Upon removal of such cause, the Impacted Party affected shall resume its performance as soon as reasonably possible. The Town's financial inability to perform will not be deemed to be a Force Majeure Event regardless of the source causing such financial inability. If the Town is so delayed in the timely performance of the Services, the Town's sole and exclusive remedy is to request that a Change Order, Amendment, or Addendum to this Agreement be issued by the County and signed by the Executive or the Director of General Services, permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the Department Head promptly, but not later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment, or Addendum to this Agreement, signed by the Executive or the Director of General Services. In no event will the County be liable to the Town or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 43 - HEADINGS AND DEFINED TERMS

The Article headings used in this Agreement are for reference and convenience only, and will not in any way limit or amplify the terms, conditions, and/or provisions hereof. All capitalized terms, acronyms, and/or abbreviations will have the meanings ascribed to them by this Agreement.

ARTICLE 44 – COUNTERPARTS

The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

ULSTER COUNTY
DEPARTMENT OF SOCIAL SERVICES
(Approved as to content)

By: _____
NAME: Michael A. Iapoce
TITLE: Commissioner
DATE: _____

COUNTY OF ULSTER

By: _____
NAME: Peter Criswell
TITLE: Chair, Ulster County Legislature
DATE: _____

TOWN OF GARDINER

By: _____
NAME: Michael Hartner
TITLE: Supervisor
DATE: _____

SCHEDULE A
SCOPE OF SERVICES

1. The Town shall operate the Town of Gardiner Summer Recreation Program which shall consist of a supervised summer day camp and recreation program (the "Program").

2. The Town shall provide the Program to approximately two hundred (200) local youth.

3. The Town shall operate the Program as set forth in the New York State Office of Children and Family Services ("OCFS") forms OCFS-5001 (Individual Program Application – Program Information), OCFS-5002 (Agency - Program Profile), OCFS-5003 (Individual Program Application – Program Summary – Program Components), and OCFS-5005 (Program Budget) submitted by the Town to the County, copies of which are collectively attached hereto and made a part hereof as Schedule A-1.

4. The Town shall operate the Program at Majestic Park, Murphy's Lane, Gardiner, New York.

5. The Town shall operate the Program for six (6) weeks from June 29, 2026, through August 7, 2026, from 9:00 a.m. until 3:00 p.m.

6. The Town shall provide supervised recreational activities in a safe environment. Supervision will be provided by the Recreation Director, Assistant Directors, and Counselors who are interviewed and New York State screened.

7. The Town shall ensure an annual report is completed on the forms provided by the County and submitted with supporting documentation to the Director of the Ulster County Youth Bureau no later than September 30, 2026.

8. The Town shall provide the following Performance Measures for Year-Round/Seasonal Activities:

   a. How Much: 0232A.1 # of youth participating (unduplicated);

   b. How Well: 0232B.1 % Staff, volunteer or adult to youth ratio; and

   c. Better Off: 0232C.3 #/% of youth who engage in 30 minutes of physical activity per program and youth report they feel better physically.

9. The Town shall ensure that if a fee is charged, the Town must accommodate any youth who are unable to pay the fee by either offering scholarships, offering a tiered fee schedule, or waiving the fee.

10. The Town shall ensure that no youth be denied services based on the youth's race, creed, color, national origin, gender, sexual orientation, gender identity or expression, marital status, religion, disability and/or any other protected class as defined by law.

11. The Program outlined in this Agreement is supported by New York State Aid. In any advertising of the Program, the Town agrees to state the following: "Funded by the New York State Office of Children and Family Services through the Ulster County Youth Bureau."

SCHEDULE A-1

OCFS-5001 (Rev. 11/2013) Page 1 of 2

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

Program Title:	QYDS ID# *(For County Use Only)*:	Program Year:
Town of Gardiner Summer Recreation Program		2026

FUNDING INFORMATION

Funding Category:	County:
☒ Youth Development Funding ☐ RHYA-Part I ☐ RHYA-Part II	Ulster

FUND AMOUNTS

Total Program Amount:	OCFS Funds Requested:	
Budget Attached for 2026	$1500.00	
Amount Allocated:	60% State Aid [RHYA Programs ONLY]	% Tax Match
	% Agency Cash:	% In Kind

AGENCY INFORMATION:

This Agency is:	Federal ID #:	Charities Reg.#:
☐ Private, Not for Profit ☒ Public ☐ Religious Corporations	14-6002193	
Agency Website: www.townofgardiner.gov	Implementing Agency: Town of Gardiner	
Mailing Address: PO Box #1		
Address Line 2:		
City: Gardiner	State: NY	Zip Code: 12525

EXECUTIVE DIRECTOR FOR AGENCY

Last Name:	First Name:	
Majestic	Marybeth	
Title: Town Supervisor	Phone Number: 845-255-9675	Extension: 101
Fax Number: 845-255-9146	E-Mail: supervisor@townofgardinerny.gov	

CONTACT PERSON FOR AGENCY:

Last Name:	First Name:	
Majestic	Marybeth	
Title: Town Supervisor	Phone Number: 845-255-9675	Extension: 101
Fax Number: 845-255-9148	E-Mail: supervisor@townofgardiner.gov	

PERIOD OF ACTUAL PROGRAM OPERATION:		HOURS OF OPERATION:	
FROM: 6/29/2026	TO: 8/7/2026	FROM: 9	TO: 3

☒ Daily ☐ Other (Explain)

Marybeth Majestic
EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County Youth Bureau does NOT guarantee funding will be allocated to your program.

☐ Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

INDIVIDUAL PROGRAM APPLICATION

Agency Summary Instructions

Implementing Agency: Enter name of incorporated agency responsible for program.

Program Title: Enter the title of the program.

QYDS ID#: **County Use Only**. This number will be provided to you after the application has been entered into QYDS. Contract Agencies will get this number from their County Youth Bureau. **All programs will have new QYDS ID#'s annually**.

Program Year: Enter the year the program will operate.

FUNDING INFORMATION

Funding Category: To be completed by the County. Categories include: Youth Development Funding, RHYA Part I, and RHYA Part II.

County: Enter County where program applying for funding is located.

FUNDING AMOUNTS

Total Program Budget: Enter the total Program Budget.

OCFS Funds Requested: Enter the state aid being requested from the County.

Amount Allocated: To be completed by the County. This figure should be what the Youth Bureau is actually allocating to the program applying for funds.

RHYA PROGRAMS ONLY:

RHYA I: Provides 60/40 state-local matching funds for coordination of services, as well as short-term (30-60 days) residential and non-residential services to runaway and homeless youth under age 21, i.e. Interim Family Programs (Host Home).

RHYA II: Provides 60/40 state-local matching funds for residential and non-residential services to youths ages 16-21 for up to eighteen months, i.e. Transitional Independent Living Support Programs.

Agency Information: Enter the type of agency; Federal ID #; Charities Registration #; and Agency Website (if Applicable). Enter the name, address, city, state, and zip code of the incorporated agency responsible for operation of the program.

Executive Director for Agency: Enter name, title, phone number, extension (if applicable) fax number and e-mail of the person who can sign on behalf of the applying agency.

Contact Person for Agency: Enter information for the person to contact for this program. The e-mail should be a business or official e-mail address.

Period of Actual Operation: Enter the month and year that the program begins (FROM) and the month and year that the program ends (TO).

Hours of Operation: Enter the hours that the program begins (FROM) and ends (TO). Then check if the program is offered Daily or other and indicate (i.e. weekly, twice a week, monthly).

Disclaimer: Check the box only if there have been changes to the 5001, 5002 and/or 5003. If there are no changes a hard copy of the 5001 **must** still be sent to the County Youth Bureau with an original signature.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

AGENCY- PROGRAM PROFILE

IMPLEMENTING AGENCY:
PROGRAM TITLE:

SITE INFORMATION Most Significant *(3 Maximum)* *(using the following types only)*: Agency, Athletic Fields, Campsite, Church, Community/Youth Center, Gym, Housing Project, Library, Office, Playground, Pool, Program, School/Classroom, or Shelter.

Type	Address *(street, city, state, zip)*
Park	——Murphy's Lane

Projected total program enrollment: ——200 | **~~Projected daily attendance~~**: ——100

PROGRAM SUMMARY: (maximum of 100 words) ——Six-week Summer Day Camp for campers entering Kindergarten through 8th grade, Monday through Friday 9 am to 3 pm. Campers grouped by school grade (6 campers for younger campers, 12 campers for older campers). Each group is led by 1 counselor and CIT assistant on regular rotation is a scheduled arts & crafts, sports, library, performing arts & games.

Please use whole numbers, when entering information for Sex, Race/Ethnicity, Ages, and Target Population areas, not percentages. Please note, residential programs may only serve young adults ages 21-24 if certified to do so and such services have been documented.

SEX: (Enter number of participants per sex)	☐ Male ——90 ☐ Female ——110 ☐ X				
RACE/ETHNICITY OF PROGRAM PARTICIPANTS: *(Enter number of participants per race or ethnic group)*	Asian/Bangladeshi	Asian/Burmese	Asian/Chinese	Asian/Filipino	Asian/Indian
	Asian Korean	Asian/Japanese	Asian/Nepalese	Asian/Pakistani	Asian/Vietnamese
	Asian/Other 15	Pacific Islander/ Guamanian and Chamorro	Pacific Islander/ Native Hawaiian	Pacific Islander/ Samoan	Pacific Islander/ Other
	White100	Black or African American 20	Hispanic or Latino 40	American Indian or Alaskan Native	Two or more Races 25
	Other (specify):				
PRIMARY LANGUAGES SPOKEN AT HOME	☐ Arabic	☐ Bengali	☐ Chinese	☐ English	☐ French
	☐ Haitian Creole	☐ Italian	☐ Korean	☐ Polish	☐ Russian
	☐ Spanish	☐ Urdu	☐ Yiddish	☐ Other	
AGES	0 5-9	10-14	15-17	18-20	21 +
IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	X☐ No ☐ Yes	*(Enter number of participants per population described)* _____			

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

Please describe (in 100 words maximum per feature) how the program for which you are requesting funding addresses each of the Features of positive youth development settings below:

Features of positive youth development settings (school, home and community)	Please describe how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings.
Physical and Psychological Safety Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	——Our smaller counselor to camper group ratio allows for group bonding, class supervision of peer interaction and effective remediation of problems when they occur. All group activities promote teamwork sharing, respect and patience. Meetings at start, middle and end of each day address concerns and highlight the them of respect.
Appropriate Structure Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; and age appropriate monitoring.	A "Rules, Rights & Responsibilities" sheet is sent to all campers, discussed at home before camp starts and signed by campers and parents. This is further discussed at camp on day 1. Counselors have clear guidelines on what to do and how to follow the chain of command when problems arise. All incidents are reported and logged and resolved before campers go home and parents are informed at pick up.
Supportive Relationship Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; and responsiveness.	First and foremost, campers at Gardiner Rec are not only kept safe, but they are nurtured, cared for and given opportunities to succeed and increase their self-esteem each day. Counselors are chosen based on their ability to nurture and truly care for all children. Counselors are trained to stay "tuned in" to the social, emotional needs of their campers and to respond in a kind manner.
Opportunities to Belong Opportunities for meaningful inclusion, regardless of one's sex, ethnicity, sexual orientation, or disabilities; social inclusion, social engagement and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.	See response above.

IMPLEMENTING AGENCY:
PROGRAM TITLE:

Positive Social Norms Rules of behavior; expectations; injunctions; ways of doing things; values and morals; and obligations for service.	———The "Rules, Rights & Responsibilities" sheet sets the tone for the underlying "way of doing things" for campers at Gardiner Rec. Counselors and CITs are also given very specific instructions on how to behave, what to talk about, how to speak, etc. when they are at camp Counselors understand that they are role models.
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.	Support in all of the Sport, Arts & Crafts and Performing Arts activities at camp Campers are taught new skills, encouraged and enabled to perform as independently as possible in each endeavor, in a non-competitive manner. An all-camp talent show at the end of the season is open to all, regardless of skill level or talent. In addition to singing and dancing, some tell jokes, share their Lego creations, etc. Whatever they share is enthusiastically supported by the entire camp and their guests.
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.	All camp activity's function much like they would do in school, with clear and direct instructions given at the beginning of each session, just like in class. Assistance is always available but self-learning is encouraged.

IMPLEMENTING AGENCY:
PROGRAM TITLE:

Integration of Family, School & Community Efforts Concordance; coordination and synergy among family, school and community.	Gardiner Camp is "community-based" in the truest sense. Directors, counselors and CITs are often former campers. Parents of campers are often former campers. The majority of campers are in school with each other during the year. Campers take care of each other. Campers' families are encouraged to connect with the counselors at the end of each day, as well as to attend the talent show and visit camp at any time.
Monitoring & Evaluation Methods	(Please describe in 100 words or less)
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 the process used to monitor your funded programs based on the above definition. Please include the person(s) responsible for monitoring, frequency of monitoring and documentation of monitoring activities.	The Director and Assistant Directors are actively engaged in all aspects of the camp program and the camp day. During each rotation session, each specialist group is visited at least once to see that things are running smoothly. In addition to a full staff meeting at the beginning of each day, counselors regularly report to the Director/Assistant Director with requests for more CIT support, updates on camper issues, etc.. Checklists are kept to document that each is receiving adequate support and everything is operating smoothly.
Evaluation Methods is 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 actually running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Please include the person(s) who conduct the evaluation, the objectives measured, when the evaluation will be conducted and how the results will be used.	The Director and Assistant Director meet multiple times with the Town Supervisor and the Parks & Recreation committee prior to the start of camp season to establish the upcoming season's goals and objectives. When camp is in session, the Director regularly updates the Town Supervisor and Parks & Recreation Committee. After the season ends the Director presents a written evaluation of the season along with recommendations.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

INDIVIDUAL PROGRAM APPLICATION

Agency-Program Profile Instructions

Implementing Agency: Enter name of incorporated agency responsible for program.

Program Title: Enter the title of the program.

Site Information: Please enter up to three (3) of the most significant sites for this program (using the following types only): Agency, Athletic Fields, Campsite, Church, Community/Youth Center, Gym, Housing Project, Library, Office, Playground, Pool, Program, School/Classroom, or Shelter.

Projected Total Enrollment: With knowledge of the community to be served and/or history of providing programming in the community, please use your best projections on the data required. **Please use whole numbers, not percentages;**

Projected Daily Attendance: Use your best projections on this data. If you checked "Other" on the **OCFS-5001**, please provide the projected attendance on the day that the program operates (i.e. once a week, two days a week, once a month). **Please use whole numbers, not percentages;**

Program Summary: (maximum 100 words): Include in your summary; TARGET POPULATION - include the characteristics of the youth to be served; under Geographic Area, include the physical boundaries (i.e., school district village, town, city, county, etc.) in which the program will operate; and SERVICE METHODS-key services and activities to be used.

Sex, Race/Ethnicity and Ages of Program Participants: Enter basic demographic information on the programs target population. Please use whole numbers, not percentages;. Please note that RHY residential Program may only serve young adults aged 21-24 if certified to do so and such services have been documented.

Disconnected Youth: This should be checked yes only if documentation can be provided that this particular population is being served by your program. Please refer to the website resources section of this document for further explanation of Disconnected Youth. **Please use whole numbers, not percentages;**

Features of Youth Development Settings: Please describe how the program for which you are requesting funding addresses each of the Features of Positive Developmental Settings below:

The Features of Positive Development Settings are processes or "active ingredients" that community programs should use in designing programs to facilitate positive youth development. We stress that the implementation of these features need to vary across programs precisely because they have diverse clientele and different constraints, resources, and goals (source: Community Programs to Promote Youth Development, National Research Council, Institute of Medicine).

MONITORING AND EVALUATION

Monitoring: Describe the process to be used to monitor **the program** on a regular basis. Include who will be responsible, frequency, and how you document monitoring activities. (See Monitoring Manual for Youth Bureaus for more information on monitoring)

Evaluation Methods: Describe the process to be used to evaluate the attainment of the **program** objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how results will be used. Please refer to the website resources section on this document for further explanation on Program Evaluation.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

INDIVIDUAL PROGRAM APPLICATION

Program Summary-Program Components

IMPLEMENTING AGENCY:
PROGRAM TITLE:

LIFE AREA: *(Enter Code)*			**GOAL:** *(Enter Code)*		
OBJECTIVE: *(Enter Code)*		**SOS:** *(Enter Code)*		**Performance Measures:** *(Enter Code)* **How much:** **How well:** **Better off:**	

Use whole numbers when entering information for Sex, Race/Ethnicity, Ages, and Target Population areas, NOT percentages. Please note, residential programs may only serve young adults ages 21-24 if certified to do so and such services have been documented.

SEX: (Enter number of participants per sex)	☒ Male 90 ☒ Female 110 ☐ X				
RACE/ETHNICITY OF PROGRAM PARTICIPANTS: *(Enter number of participants per race or ethnic group)*	Asian/Bangladeshi	Asian/Burmese	Asian/Chinese	Asian/Filipino	Asian/Indian
	Asian Korean	Asian/Japanese	Asian/Nepalese	Asian/Pakistani	Asian/Vietnamese
	15 Asian/Other	Pacific Islander/ Guamanian and Chamorro	Pacific Islander/ Native Hawaiian	Pacific Islander/ Samoan	Pacific Islander/ Other
	100 White	20 Black or African American	40 Hispanic or Latino	American Indian or Alaskan Native	25 Two or more Races
	Other (specify):				
PRIMARY LANGUAGES SPOKEN AT HOME	☐ Arabic	☐ Bengali	☐ Chinese	☐ English	☐ French
	☐ Haitian Creole	☐ Italian	☐ Korean	☐ Polish	☐ Russian
	☐ Spanish	☐ Urdu	☐ Yiddish	☐ Other	
AGES	0 5 5-9	95 10-14	100 15-17	18-20	21 +
IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	☐ No ☐ Yes	*(Enter number of participants per population described)*			

IF APPLICABLE

OBJECTIVE: *(Enter Code)*		**SOS:** *(Enter Code)*		**Performance Measures:** *(Enter Code)* **How much:** **How well:** **Better off:**	

Use whole numbers when entering information for Sex, Race/Ethnicity, Ages, and Target Population areas, NOT percentages. Please note, residential programs may only serve young adults ages 21-24 if certified to do so and such services have been documented.

SEX: (Enter number of participants per sex)	☐ Male ☐ Female ☐ X				
RACE/ETHNICITY OF PROGRAM PARTICIPANTS: *(Enter number of participants per race or ethnic group)*	Asian/Bangladeshi	Asian/Burmese	Asian/Chinese	Asian/Filipino	Asian/Indian
	Asian Korean	Asian/Japanese	Asian/Nepalese	Asian/Pakistani	Asian/Vietnamese
	Asian/Other	Pacific Islander/ Guamanian and Chamorro	Pacific Islander/ Native Hawaiian	Pacific Islander/ Samoan	Pacific Islander/ Other
	White	Black or African American	Hispanic or Latino	American Indian or Alaskan Native	Two or more Races
	Other (specify):				
PRIMARY LANGUAGES SPOKEN AT HOME	☐ Arabic	☐ Bengali	☐ Chinese	☐ English	☐ French
	☐ Haitian Creole	☐ Italian	☐ Korean	☐ Polish	☐ Russian
	☐ Spanish	☐ Urdu	☐ Yiddish	☐ Other	
AGES	0	5-9	10-14	15-17	18-20	21 +
IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	☐ No ☐ Yes	*(Enter number of participants per population described)*			

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

INDIVIDUAL PROGRAM APPLICATION

Program Summary-Program Components Instructions

Implementing Agency: Enter name of incorporated agency responsible for program.

Program Title: Enter the title of the program.

Each program will select:

Life Areas
Goals per Life Area
Objectives per Goal
Services, Opportunities and Supports (SOS)

Step 1: For the Program Component, identify the **Life Area** to be addressed and the appropriate corresponding code.
Example:

> **1 ES: ECONOMIC SECURITY**
> You would enter code **1 ES**.

Step 2: Select the **GOAL** to be targeted and the corresponding code.
Example:

> **11 Goal:** Youth will be prepared for their eventual economic self-sufficiency.
> You would enter code **11.**

Step 3: Select the **Objective** to be achieved.
Example:

> **112 Objective:** Young adults who can work will have opportunities for employment.
> You would enter code **111.**

Step 4: Select the Services, Opportunities and Supports your program offers.
Example:

> **0120 Work Readiness Skills**
> You would enter code **0121**

Step 5: Enter the Performance Measures to be achieved.

Performance Measures

How Much

- **021B.1** # of youth enrolled in the program (unduplicated)

How Well

- **0121B.1** % of youth who completed the program
- **0121B.2** % of youth reporting satisfaction with the program

Better Off

- **0121C.1** #% of youth with increased understanding of career interests
- **0121C.2** #% of youth with defined career occupational objectives
- **0121C.3** #% of youth who can name one skill they learned in the program

Step 6: Enter the following data on your projected Target Population for the participants in the SOS you selected:

Please use whole numbers, NOT percentages.

- Sex
- Ethnicity
- Ages

And if serving Disconnected Youth, identify the number of participants in each corresponding group (i. e. Youth aging out of foster care; Children of incarcerated parents; Youth in the juvenile justice system who re-enter the community; and Runaway and Homeless Youth.

Step 7: IF APPLICABLE: If more than one SOS is selected for a program, Steps 1-4 must be completed for each SOS.

Note: No more than two SOSs can be selected per program.

Special Notes:

Whether a program is implemented by the youth bureau or implemented by a contracted agency, Steps 1-4 must be completed.

Each Life Area has its own set of Goal(s), Objectives, Services, Opportunities and Supports. One the Life Area is identified, the Goal(s), Objectives, Services, Opportunities and Supports listed underneath it are the ones that must be completed.

OCFS-5005 (Rev. 12/2010) FRONT

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

PROGRAM BUDGET

APPENDIX B

QYDS ID: | | | | | | |

FISCAL YEAR: | | | | |

AGENCY/MUNICIPALITY: **Town of Gardiner**

PROGRAM TITLE: **Summer Recreation Program** FUND TYPE:

FISCAL CONTACT INFORMATION:
Include Name, Phone Number, E-mail address:

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Director	$ 27	BW	$ 4866.	
Summre Rec Aide	$ 17	BW	$ 20,666.	
Summer Rec Aide	$ 16.25	BW	$ 20,666.	
Summer Rec Aide	$ 15.75	BW	$ 20666.	
Medical/Asst Director	$ 23.	BW	$ 4140.	
	$		$	
	$		$	

TOTAL SALARIES AND WAGES	$ 70,998.	$
TOTAL FRINGE BENEFITS	$	$
TOTAL PERSONAL SERVICES (1)	$	$

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	
Busing	$		$ 5000.	
Field Trips	$		$ 9252.	
	$			

TOTAL CONTRACTED SERVICES (2)	$ 14,252.	$
TOTAL MAINTENANCE & OPERATION (3)	$ 85,250.	$

LIST EQUIPMENT TO BE PURCHASED OR RENTED:
(UNIT COST OVER $500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
	$	
	$	
TOTAL FACILITY REPAIRS (4)	$	$

TOTAL OCFS PROGRAM AMOUNT	1500. $	
+ **TOTAL OCFS FUNDS**	$ 1500.	

LIST OF OTHER FUNDING SOURCES		
	$	REIMBURSABLE TOTAL
	$	MUNICIPAL FUNDING
	$	OTHER SOURCES

** USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED. USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.*

OCFS-5005 (Rev. 12/2010) REVERSE

PROGRAM BUDGET INSTRUCTIONS

REFER TO FISCAL POLICIES AND PROCEDURES MANUAL FOR RESTRICTIONS

QYDS ID – NUMBER ASSIGNED BY SYSTEM

FISCAL YEAR-INDICATE YEAR FOR WHICH FUNDS ARE BEING REQUESTED

AGENCY/MUNICIPALITY-COUNTY, CITY, VILLAGE, AN INDIAN RESERVATION OR SCHOOL DISTRICT (IF APPROVED) THAT IS APPLYING FOR STATE AID

PROGRAM TITLE-NAME OF PROGRAM RECEIVING FUNDING

FISCAL CONTACT INFORMATION-PERSONS TO CONTACT FOR QUESTIONS ON BUDGETING-CLAIMING AND VOUCHERING FOR THIS PROGRAM

PERSONAL SERVICES

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT*
1	2	3	4

TOTAL FUNDS REQUESTED FOR THIS PROGRAM

1. LIST THE TITLE OF THE POSITION AS IT WILL BE CLAIMED
2. ENTER THE RATE OF PAYMENT AS IT IS ON THE PAYROLL, E.G. $100, $500, $5. (enter the highest rate for each title)
3. INDICATE THE SALARY BASIS AS IT IS ACTUALLY PAID, e.g. Hourly (H), Weekly (W), Biweekly (BW), Semimonthly(SM)
4. ENTER THE GROSS AMOUNT OF THIS PAYROLL LINE. Use an asterisk if OCFS reimbursement is not being requested.
5. ENTER THE TOTAL OF THIS COLUMN.
6. ENTER THE TOTAL AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

TOTAL SALARIES AND WAGES	5	6
TOTAL FRINGE BENEFITS	7	8

7. ENTER THE TOTAL OF FRINGE BENEFITS BUDGETED FOR THIS PROGRAM. YDDP – CONTRACT AGENCIES ONLY
8. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED.
   MOST PROGRAMS ARE LIMITED TO 25%. YDDP/RHYA – DO NOT USE

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE	PAYMENT BASIS	TOTAL PROGRAM AMOUNT*
9	10	11	12

9. ENTER TYPE OR TITLE OF SERVICES, e.g. Accounting Firm, Speaker.
10. INDICATE RATE OF PAY
11. INDICATE PAYMENT BASIS e.g. Session (S), Monthly (M)
12. ENTER THE TOTAL COST FOR EACH LINE

TOTAL CONTRACTED SERVICES (2)	13	14

13. ENTER THE TOTAL OF THIS COLUMN
14. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

TOTAL MAINTENANCE & OPERATION (3)	15	16

15. ENTER THE AMOUNT BUDGETED IN TOTAL FOR THIS PROGRAM.
16. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

LIST IN THE SPACE PROVIDED, EQUIPMENT PURCHASES AND RENTALS PLANNED FOR PROGRAM YEAR

FACILITY REPAIRS

PROGRAM SITE	
17	18

17. LIST EACH PROGRAM ADDRESS FOR WHICH FACILITY REPAIRS ARE BEING PLANNED
18. ENTER AMOUNT FOR EACH PROGRAM SITE. YDDP LIMIT - $500 PER SITE

TOTAL FACILITY REPAIRS (4)	19	20

19. ENTER THE TOTAL OF THIS COLUMN
20. ENTER THE AMOUNT FOR WHICH REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

TOTAL OCFS PROGRAM AMOUNT		
TOTAL OCFS FUNDS REQUESTED		21

LIST OTHER FUNDING SOURCES		
	22	REIMBURSEABLE TOTAL
	23	MUNICIPAL FUNDING
	24	OTHER SOURCES

21. THIS AMOUNT SHOULD AGREE TO THE AMOUNT BEING REQUESTED FOR THIS PROGRAM.
22. THIS IS THE TOTAL OF BOX 21 LESS ASTERISKED ITEMS
23. ENTER TOTAL AMOUNT BEING PROVIDED TOWARDS THIS PROGRAM BY MUNICIPALITY
24. ENTER TOTAL AMOUNT BEING PROVIDED TOWARDS THIS PROGRAM BY OTHER SOURCES

SCHEDULE B
FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

1. The Town's fee for Services shall not exceed the amount of **TWO THOUSAND, FIVE HUNDRED AND 00/100 ($2,500.00) DOLLARS** for the Term of this Agreement.

2. The Town shall submit an original invoice to the Ulster County Youth Bureau for Services provided on or before September 30, 2026.

3. The Town's invoices shall contain, or have attached, sufficient supporting detail as reasonably required by the County to verify the claim on forms provided by the Ulster County Youth Bureau, including, without limitation, a Program Expenditures Summary and the corresponding Program Expenditure Reports.

4. In no event shall claims be submitted in advance or accrued prior to expenditure.

5. The County will remit payment to the Town within sixty (60) days of approval of the invoice by the Director of the County's Youth Bureau and the Ulster County Comptroller.

6. Notwithstanding any other term or provision of this Agreement, including this Schedule B, the Town's invoices, together with all documentation required, must be promptly and timely submitted. The County reserves the right to reject payment of invoices that are submitted more than one hundred twenty (120) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.

7. The Town agrees to meet any additional invoicing requirements that the County may from time to time require, with reasonable notice to the Town.

PLEASE BRING THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE PROPER COVERAGE AND LIMITS ARE IN PLACE. FAILURE TO PROVIDE CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIREMENTS BELOW, SHALL DELAY CONTRACT EXECUTION.

SCHEDULE C
COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS

I. CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Department of Risk Management will result in a delay in the finalization of this Agreement.

The Town shall submit copies of any or all required insurance documents as and when requested by the County. Upon policy renewal, the Town shall submit updated insurance policy information.

II. CERTIFICATES OF INSURANCE

The Town shall file with the County's Department of Risk Management, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

a. Name and address of Insured
b. Issue date of certificate
c. Insurance company name
d. Type of coverage in effect
e. Policy number
f. Inception and expiration dates of policies included on the certificate
g. Limits of liability for all policies included on the certificate
h. **"Certificate Holder" for all certificates shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.**

If the Town's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

The Town agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.

III. WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Town shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Department of Risk Management.

If the Town is not required to carry such insurance, the Town shall submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

IV. WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Town) seeking to enter into a contract with a municipality (the County) shall provide one of the following forms to the municipal entity with which it is entering into a contract. The Town should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" **or**
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund

or

- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Town is self-insured **or**
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group **or**
- Form GSI-12 – "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Town is self-insured.

If the Town is not required to carry WC coverage, it shall submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at http://www.wcb.ny.gov

V. DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Town) seeking to enter into a contract with a municipality (the County) shall provide one of the following forms to the municipal entity with which it is entering into a contract. The Town should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – "Certificate of Insurance Coverage Under the NYS Disability Benefits Law" **or**
- Form DB-155 – "Compliance with Disability Benefits Law" issued by the Self-Insurance Office of the Workers' Compensation Board if the Town is self-insured.

If the Town is not required to carry DB Insurance coverage, it shall submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at http://www.wcb.ny.gov

VI. COMMERCIAL GENERAL LIABILITY INSURANCE

The Town shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Town, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Town to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

a. Coverage shall be written on Commercial General Liability form.
b. Coverage shall include:
    1. Contractual Liability
    2. Independent Contractors
    3. Products and Completed Operations
c. "Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance shall be provided by the Town in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS**.

NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage SHALL be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions.

"Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Town, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS.**

Coverage shall include:

a. All owned vehicles
b. Any hired automobile
c. Any non-owned automobile
d. "Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

IX. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)

[✓] If this box is checked, Professional Liability Insurance shall be provided by the Town in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

X. CYBER LIABILITY INSURANCE

[ ] If this box is checked, Cyber Liability Insurance shall be provided by the Town in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** general aggregate. **Copies of policy shall be submitted with certificate of insurance.**

XI. SEXUAL ABUSE & MOLESTATION COVERAGE

[✓] If this box is checked, Sexual Abuse & Molestation Coverage shall be provided by the Town in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.