

TOWN OF PLEASANT VALLEY TOWN BOARD

TOWN BOARD RESOLUTION NO.: 139/2015

RE: AUTHORIZING RECREATION DEPARTMENT 2015 COUNSELOR IN TRAINING PROGRAM GRANT

WHEREAS, the Town of Pleasant Valley and the County of Dutchess are parties to an Agreement dated November 12, 2014 to provide a Counselor in Training Program; and

WHEREAS, the Town of Pleasant Valley Recreation Department has made an application for the Town of Pleasant Valley Recreation Department 2015 Counselor in Training Program to the Dutchess County Department of Community and Family Services, which administers funding from the New York State Office of Children and Family Services; and

WHEREAS, the Dutchess County Director for the Division of Youth Services has recommended to the County Executive that funding up to the amount of \$2,000 for the Counselor in Training Program be approved; and

WHEREAS, final approval of the grant is subject to final approval of the Office of Children and Family Services of the Dutchess County Resource Allocation Plan and New York State Budget funding; and

WHEREAS, this is a matching program and the Town has sufficient funds in the proposed budget for the total program in order to adequately meet the required match; and

WHEREAS, the Town, as a condition of receiving the Grant, will abide by New York State Office of Children and Family Services program guidelines as to the propriety of all expenditures upon which state aid is requested; the program will be operated in compliance with the laws, rules, and regulations, resolutions and codes of the State of New York in the Town of Pleasant Valley; that no youth will be denied the services or facilities of the project because of race, creed, color or sex; and that no fee will be charged for the programs supported by state funds; and

WHEREAS, the County of Dutchess proposed an Amendment and Extension Agreement to the November 14, 2014 agreement for purposes of the 2015 grant amended hereto as Schedule "A"; now, therefore be it

RESOLVED, the Town of Pleasant Valley hereby accepts the 2015 New York State Office of Children and Family Services funding as administered by the Dutchess County Department of Community and Family Services for an amount up to \$2,000; and be it further

RESOLVED, that the Town Supervisor and the Town Recreation Director are hereby authorized to execute any and all documents necessary to effectuate the terms of this resolution including the proposed Amendment and Extension Agreement with Dutchess County in substantially the same form as annexed hereto and to accept the funding when it becomes available.

MOTIONED BY: _____

SECONDED BY: _____

DATED: July 8, 2015

ROLL CALL:

	<u>AYE</u>	<u>NAY</u>
Councilman Albrecht	_____	_____
Councilman Figliozzi	_____	_____
Councilman Latino	_____	_____
Councilwoman Milicaj	_____	_____
Supervisor Campbell	_____	_____

Schedule "A"

AMENDMENT AND EXTENSION AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), and **TOWN OF PLEASANT VALLEY**, a municipality within the County of Dutchess, whose address is 1554 Main Street, Pleasant Valley, New York 12569 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the parties hereto made and entered into an agreement dated November 12, 2014 (County Contract No. 14-0407-12/14-YB), to provide a counselor in training program, and

WHEREAS, the parties desire to amend and extend the term of said contract for an additional period of one (1) year, upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 14-0407-12/14-YB, dated November 12, 2014, is hereby amended and extended upon the following terms and conditions.

1. Paragraph "1," entitled "Scope of Services," shall provide as follows:

The Contractor agrees to perform in a manner which is acceptable to the County, consistent with the highest standards of care, and in strict compliance with all applicable federal, state and local laws, regulations and procedures which may from time to time be adopted or amended, the services set forth in Exhibit "A-1," annexed to and made a part of this Agreement.

2. Paragraph "2," entitled "Term of Agreement," shall provide as follows:

This Agreement shall be effective January 1, 2015 and shall terminate on December 31, 2015, unless otherwise terminated as set forth herein.

3. Paragraph "3," entitled "Payment," shall provide as follows:

As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed TWO THOUSAND and 00/100 (\$2,000.00) DOLLARS.

Payment of the above consideration shall be made to the Contractor upon submission of statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

4. Paragraph "33," entitled "Budget," shall be amended in part as follows:

The Contractor agrees to provide services under this Agreement in strict compliance with the budget which is annexed to and made a part of this Agreement as Exhibit "B-1," and which details all personnel or other costs of services to be rendered by the Contractor under this Agreement. Any change or modification of the budget must be in writing and must be approved in advance by the County. Notwithstanding any other provision of this Agreement, the Contractor agrees that, in the event that his expenditures are less than his total budget and at the termination of this Agreement County funds remain unexpended, he shall return said funds to the County.

5. Paragraph "6," entitled, "Insurance Requirements" shall be amended to read as follows:

INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Contractor and his sub contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The County must be included as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.

- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Contractor. The Contractor and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Contractor may be suspended in the event the Contractor and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

6. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20____.

APPROVED AS TO FORM:

ACCEPTED : COUNTY OF DUTCHESS

County Attorney's Office

By _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

TOWN OF PLEASANT VALLEY

Commissioner of Community and
Family Services

By _____
Carol Campbell, Supervisor

Director of Youth Services