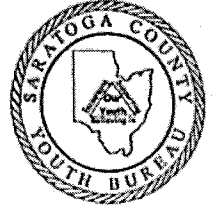




SARATOGA COUNTY YOUTH BUREAU

152 West High Street
Ballston Spa, NY 12020

Tel: (518) 884-4180 * Fax: (518) 884-4185



Wes Carr
Director

September 15, 2014

JoAnne Yepsen, Mayor
Saratoga Springs City Hall
474 Broadway
Saratoga Springs, NY 12866

RE: Youth Development Program

Dear Mayor Yepsen:

Due to changes in the New York State Office of Child and Family Services (OCFS) funding methodology, municipalities are now required to contract with Saratoga County for their annual recreation and youth development funding.

Previously, municipalities would receive reimbursement directly from the State of New York. However, with these changes Saratoga County will now be responsible for reimbursing participating municipalities.

Therefore, enclosed for your review and execution, please find three (3) Youth Development Program agreements for the 2014 program year. Once executed, kindly return all three agreements to this office together with the required insurance documentation, proof of payment of premiums, etc. as required per the agreement.

If you have any questions, please do not hesitate to our office. Thank you for your cooperation and attention to this matter.

Sincerely,

Wes Carr
Director

Enclosures

copy: Peter Martin, Supervisor
Matthew Veitch, Supervisor

*Changes per Risk
and Safety Marked.*
Wes Carr
12/1/14

RECEIVED

SEP 17 2014

MAYOR'S OFFICE

Youth Service Project Agreement

THIS AGREEMENT, made this _____ day of _____, 2014 BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY)

-and-

CITY OF SARATOGA SPRINGS, a municipal corporation of the State of New York, with offices at City Hall, 474 Broadway, Saratoga Springs, New York 12866, (MUNICIPALITY)

QYDS Program #50367 – Saratoga Springs Recreation Commission

- A. The MUNICIPALITY conducts a supervised program for area youth.
- B. The MUNICIPALITY and the COUNTY wish to operate a youth development program project.
- C. All references to "OCFS" mean the New York State of Children and Family Services.
- D. The County is eligible for possible OCFS reimbursement for sponsoring such projects.

NOW THEREFORE, the parties agree that:

- 1. The COUNTY will sponsor the MUNICIPALITY's youth service project and pay the MUNICIPALITY a sum not to exceed \$6,500.00 therefore. The actual payment is contingent upon the final approval of state aid.
- 2. The MUNICIPALITY agrees to operate a youth service project from 1/1 – 12/31/2014 as outlined in its COUNTY approved "Individual Program Application" for the Youth Services program, at a cost not to exceed "OCFS Funds Requested" \$6,500.00. The terms and conditions of such application are expressly incorporated herein.
- 3. The COUNTY's payment is a reimbursement and conditioned upon the MUNICIPALITY's timely submission of reports, vouchers, time sheets and/or other documents required by the COUNTY, OCFS or the Comptroller.
- 4. The MUNICIPALITY shall pay the COUNTY's non-reimbursable costs for its sponsorship of the MUNICIPALITY's program.

5. The MUNICIPALITY agrees to submit an annual program report to the COUNTY. MUNICIPALITY delays may result in nonpayment of its vouchers. The MUNICIPALITY will maintain separate and complete fiscal accounts, records and reports for the program and turn them over to the COUNTY upon demand and/or at the conclusion of the program. MUNICIPALITY also agrees to allow OCFS, or its representatives, to take possession of all books, records and documents relating to this program.
6. The MUNICIPALITY agrees to maintain its program accounts for the program in accordance with generally accepted accounting principles.
7. The MUNICIPALITY hereby authorizes the COUNTY, the local youth bureaus, the local youth boards, and OCFS or their authorized representatives, to make fiscal audits of MUNICIPALITY accounts relating to the program, review program activity, examine and copy all records and reports for the program.
8. The MUNICIPALITY agrees to operate its program in compliance with all applicable laws, rules and regulations, including the State Youth Commission Act.
9. The MUNICIPALITY agrees that no person shall, on the grounds of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any MUNICIPALITY program or activity by the MUNICIPALITY. The MUNICIPALITY will abide by and comply with all state and federal laws concerning discrimination and equal opportunity.
10. The COUNTY's Youth Bureau is also responsible for the fiscal accountability, monitoring and evaluation of the project. The COUNTY is hereby authorized to monitor each program including but not limited to, actual program activity and the preparation of progress reports and evaluations. The MUNICIPALITY shall be responsible for self-monitoring required by the COUNTY.
11. MUNICIPALITY shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the MUNICIPALITY, any person, employed by the MUNICIPALITY, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the program. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.
12. MUNICIPALITY shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/per occurrence and \$2,000,000 in the aggregate, and shall be subject to the approval of the County Attorney. The insurance certificate provided by MUNICIPALITY must also name the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020 as additional insured and the MUNICIPALITY shall provide the COUNTY with proof of such additional

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insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to County. The COUNTY reserves the right to reject any coverage not in conformance with these requirements. ~~MUNICIPALITY'S certificate(s) of insurance must bear a notation evidencing proof of payment of premiums thereon or be accompanied by other evidence of such payment satisfactory to COUNTY.~~

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12/1/14

13. In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, MUNICIPALITY shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than ~~15 days prior to such expiration date, and the MUNICIPALITY shall promptly pay or cause to be paid all premiums due thereon.~~ *30 days after*
14. In the event MUNICIPALITY receives notice of cancellation of said insurance, MUNICIPALITY shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. MUNICIPALITY shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the ~~MUNICIPALITY'S receipt of said notice of cancellation of MUNICIPALITY'S insurance.~~ *an acceptable time frame in accordance with NYS Purchasing Guidelines*
15. Any failure by the MUNICIPALITY to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the MUNICIPALITY. *2/1/14*
16. The above insurance is not, and shall not be construed as, a limitation upon MUNICIPALITY's obligation to indemnify the COUNTY.
17. This Agreement shall be void and of no affect unless throughout the term of this Agreement MUNICIPALITY, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to COUNTY.
18. MUNICIPALITY personnel will operate the youth development program project.
19. The MUNICIPALITY agrees to record the specific client information requested by the COUNTY.
20. If the project is ended before 12/31/2014, the MUNICIPALITY will:
 - a. Within 30 days, account for and refund any unexpended COUNTY funds.
 - b. Incur no further obligation beyond the termination date.
 - c. Within 30 days, submit full report of receipts and expenditures of funds and program activities, accomplishments, and obstacles encountered relating to this agreement.

21. The COUNTY may terminate this agreement upon 30 days written notice to the MUNICIPALITY. Notice shall be sent by ordinary mail or certified mail return receipt requested addressed to the MUNICIPALITY at the above address or any other address as the MUNICIPALITY shall specify in writing.
22. The MUNICIPALITY acknowledges and agrees that, in the event of program termination, any equipment purchased with OCFS funds pursuant to this agreement shall revert to and be turned over by MUNICIPALITY to the COUNTY.
23. The MUNICIPALITY is prohibited from assigning or transferring any interest herein without prior COUNTY approval.
24. Notwithstanding any other provision hereof, the MUNICIPALITY's relationship to the COUNTY shall be that of an independent contractor. MUNICIPALITY is not a COUNTY agent or employee and shall not so represent itself to any third party. MUNICIPALITY employees are not entitled to any COUNTY benefits.
25. The MUNICIPALITY agrees that no funds received pursuant to this agreement will be used for sectarian purposes or to further the advancement of any religion.
26. The MUNICIPALITY agrees that if it is, or deemed to be a religious or denominational institution or organization, or an organization operated for a religious purpose which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services hereunder, it will:
 - a. Not discriminate against any employee or applicant for employment on the basis of religion and will not limit or give preference in employment to persons on the basis of religion;
 - b. Not discriminate against any youth seeking to participate or participating in any program or activity of this agreement and will not limit the programs and activities or give preference to persons on the basis of religion.
 - c. Provide no religious instruction or counseling. Conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under any agreement with OCFS.
27. The MUNICIPALITY shall ensure that the grounds, structure, building, and furnishings at the program site are maintained in good repair, free from any danger to health and safety and comply with all applicable laws, codes, rules and regulations.
28. Funding for this agreement is contingent upon re-appropriation of such funds to OCFS for operation of programs designed to prevent juvenile delinquency and promote youth development. If funds are not re-appropriated for this purpose, or if the full amount anticipated by OCFS and/or the COUNTY is not available, then this agreement may be terminated or the amount payable to the MUNICIPALITY reduced at the discretion of OCFS and/or the COUNTY.
29. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and, it through mistake or otherwise, such provision is not

inserted, then upon the application of either party, this agreement shall be amended forthwith to make such insertion.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

Date: _____

BY: _____
PAUL J. SAUSVILLE, Chairman
Board of Supervisors
Per Res. 138-2014

CITY OF SARATOGA SPRINGS

Date: _____

BY: _____

Name: _____

Title: _____

Federal I.D. #: _____

APPROVED AS TO FORM AND CONTENT

County Attorney