

VETERANS & YOUTH

WEDNESDAY, NOVEMBER 6, 2024

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C/V/B/R	G/25	<p>RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE 2025 YOUTH SPORTS EDUCATIONAL OPPORTUNITIES ALLOCATION PLAN AND AGREEMENTS WITH LOCAL PROGRAM PROVIDERS - UNIFIED FAMILY SERVICES DEPARTMENT FOR YOUTH SERVICES</p> <p>Motion Made By: Seconded By: In Favor: Opposed:</p> <p>Notes:</p>
C/V/B/R	G/26	<p>RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FROM THE 2025 YOUTH TEAM SPORTS PROGRAM ALLOCATION PLAN AND AGREEMENTS WITH LOCAL PROGRAM PROVIDERS - UNIFIED FAMILY SERVICES DEPARTMENT FOR YOUTH SERVICES</p> <p>Motion Made By: Seconded By: In Favor: Opposed:</p> <p>Notes:</p>

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RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Casale, Nichols

Sent To: Contracts & Agreements

Committee

Date November 12, 2024

Resolution No. G/24

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FROM THE 2025 RESOURCE ALLOCATION PLAN AND AGREEMENTS WITH LOCAL YOUTH DEVELOPMENT PROGRAM PROVIDERS - UNIFIED FAMILY SERVICES DEPARTMENT FOR YOUTH SERVICES

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Unified Family Services Department for Youth Services ("Department") has been awarded funding from the New York State Office of Children and Family Services ("OCFS") for the 2025 Resource Allocation Plan in the amount of \$152,925.00 for a twelve (12) month period beginning October 1, 2024 through September 30, 2025; and

WHEREAS, The Rensselaer County Department for Youth was duly established and exists by virtue of Article 16 of the Rensselaer County Charter and has among its duty's youth development and delinquency prevention projects; and

WHEREAS, Of the total award, one hundred percent (100%) will be allocated within the 2025 Rensselaer County Adopted Budget via appropriation code A.7310.04800 and are also one hundred percent (100%) reimbursable through the OCFS; and

WHEREAS, Those persons who and organizations that seek to avail themselves of these funds must be approved by the Department for Youth; and

WHEREAS, The allocated funds will be expended for the physical and emotional health, education, civic engagement and economic empowerment for the children of Rensselaer County; and

WHEREAS, The start and end dates of such contract, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name of the contracting party are as follows:

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Boys & Girls Club of the Capital Area - Troy Club 10/1/24 - 9/30/25	Troy Drug-Free Community Coalition DREAM Team	\$2,360.00
Boys & Girls Club of the Capital Area - Troy Club 10/1/24 - 9/30/25	Target Outreach	\$6,000.00

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Boys & Girls Club of Southern Rensselaer County 10/1/24 - 9/30/25	After School & Summer Camp	\$7,000.00
Catholic Charities - Camp Scully 6/29/25 - 8/22/25	Summer Youth Program	\$5,000.00
Catholic Charities - Sunnyside 10/1/24 - 9/30/25	Safe Haven Program	\$10,000.00
Cornell Cooperative Extension 10/1/24 - 9/30/25	4H Youth Environmental Education	\$11,000.00
Eastside Neighborhood Recreation Center/Hope 7 10/1/24 - 9/30/25	After School & Summer Camp	\$10,000.00
Lansingburgh Boys & Girls Club 10/1/24 - 9/30/25	After School & Summer Camp	\$12,000.00
New HOPE Greater Community Development 10/1/24 - 9/30/25	HOPE Young Men/Women of Purpose & Food Pantry	\$3,357.00
Team Hero 10/1/24 - 9/30/25	STEM Academy	\$4,000.00
The Arc 10/1/24 - 9/30/25	After School & Summer Camp	\$4,000.00
Troy Housing Authority 10/1/24 - 9/30/25	After School & Summer Program	\$4,000.00
Troy Area United Ministries 10/1/24 - 9/30/25	Tech for Teens	\$7,000.00
Troy Youth Association - CYO 10/1/24 - 9/30/25	After School & Summer Camp	\$5,000.00
Town of Grafton 10/1/24 - 9/30/24	Youth Program	\$4,000.00
Town of East Greenbush 7/1/25 - 8/08/25	Summer Youth Program	\$4,500.00

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Town of Nassau 10/1/24 - 9/30/25	Youth Program	\$5,000.00
Town of North Greenbush 7/1/25 - 8/31/25	Summer Youth Program	\$4,500.00
Town of Schodack 7/1/25 - 8/31/25	Summer Youth Program	\$6,269.00
Town of Stephentown 7/6/25 - 8/1/25	Summer Youth Program	\$3,500.00
Unity House of Troy 7/7/25 - 8/15/25	Summer Youth Program	\$3,000.00
Village of Valley Falls 7/1/25 - 8/1/25	Summer Youth Program	\$3,500.00

TOTAL APPROPRIATIONS: \$124,986.00

; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 12, 2024

Clerk of the Legislature

Sent to County Executive

Received from County Executive

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

**Rensselaer County and
Catholic Charities of the Diocese of Albany**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Catholic Charities of the Diocese of Albany, d/b/a Catholic Charities - Tri County Services whose principal place of business is 40 North Main, Albany, New York 12203, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Development Programs that promote the development of serve under-resourced and at risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$5,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

2. The term of the within Agreement shall commence on **June 29, 2025**, and shall terminate on **August 22, 2025**.
3. Vendor agrees to bill the County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

Vendor Agrees as follows:

- 4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;
- 4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;
- 4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;
- 4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;
- 4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.
- 4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other

person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated below.

**Rensselaer County
and
Team Hero**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as " County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Team Hero with an address of PO Box 1411, Troy, New York 12180, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$4,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensko.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensko.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
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2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
The Arc, Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and The Arc, Inc. with an address of c/o CEO 2331 Fifth Avenue, Troy, New York 12180, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$4,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
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2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Town of East Greenbush**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Town of East Greenbush whose principal place of business is 225 Columbia Turnpike, Rensselaer, New York 12144, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$4,500.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed **Reimbursement Claim** to Rensselaer County dfleming@rensco.com no later two (2) weeks after the program ends, and provide the **Annual Performance Report** to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. **Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.**

2. The term of the within Agreement shall commence on **July 1, 2025**, and shall terminate on **August 8, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Attachment A: Municipal Youth Development Program Allocations,
October 1, 2024 – September 30, 2025**

Youth Development Programs	October 2024 - September 2025	Youth Development Programs	October 2024 - September 2025
Albany	\$286,455	Onondaga	\$441,619
Allegany	\$50,494	Ontario	\$94,233
Broome	\$183,484	Orange	\$382,841
Cattaraugus	\$92,785	Orleans	\$44,768
Cayuga	\$68,728	Oswego	\$128,298
Chautauqua	\$150,477	Otsego	\$51,810
Chemung	\$101,614	Putnam	\$90,954
Chenango	\$47,376	Rensselaer	\$152,952
Clinton	\$84,311	Rockland	\$331,672
Columbia	\$58,510	St. Lawrence	\$104,558
Cortland	\$67,415	Saratoga	\$179,481
Delaware	\$37,997	Schenectady	\$134,351
Dutchess	\$266,425	Schoharie	\$29,139
Erie	\$807,099	Schuyler	\$18,084
Essex	\$42,724	Seneca	\$39,445
Franklin	\$47,044	Steuben	\$84,992
Fulton	\$56,299	Suffolk	\$1,311,513
Genesee	\$70,331	Sullivan	\$71,677
Greene	\$44,657	Tioga	\$45,754
Hamilton	\$2,630	Tompkins	\$125,153
Herkimer	\$59,040	Ulster	\$148,430
Jefferson	\$107,552	Warren	\$53,736
Lewis	\$22,984	Washington	\$58,764
Livingston	\$60,447	Wayne	\$85,989
Madison	\$74,387	Westchester	\$821,656
Monroe	\$674,671	Wyoming	\$37,632
Montgomery	\$49,066	Yates	\$27,933
Nassau	\$1,108,256	New York City	\$5,083,156
Niagara	\$251,016	Rest of State	\$10,288,544
Oneida	\$216,836	Statewide	\$15,371,700

**Rensselaer County
and
Boys & Girls Club of the Capital Area**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Boys & Girls Club of the Capital Area whose principal place of business is 1700 7th Avenue, Troy, New York 12180, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$2,360.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensko.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensko.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
--

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County and
Catholic Charities of the Diocese of Albany**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Catholic Charities of the Diocese of Albany, d/b/a Catholic Charities - Tri County Services whose principal place of business is 40 N Main Ave 3rd Floor, Albany, NY 12203 , (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$10,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensko.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensko.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
--

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.
3. Vendor agrees to bill the County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.
4. Vendor Agrees as follows:
 - 4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;
 - 4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;
 - 4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;
 - 4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;
 - 4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.
 - 4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

**Rensselaer County
and
Cornell Cooperative Extension of Rensselaer County**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Cornell Cooperative Extension of Rensselaer County whose principal place of business is 99 Troy Road, East Greenbush, New York 12061, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. Vendor agrees, to partner with Dyken Pond Environmental Education Center as a source of referrals from other agencies, to aim on strengthening youth life skills, and increase healthy personal decisions aiding in stronger emotional health. Environmental projects which increase youth's understanding of their natural surroundings. Fostering stewardship and community commitment will be the vehicle for emotional health and delinquency prevention. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$11,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed **Reimbursement Claim** to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the **Annual Performance Report** to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends.
Vendor's failure to timely submit the Reimbursement Claim and Annual

Performance Report will result in Vendor's forfeiture of the grant.

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other

person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Eastside Neighborhood Recreation Center, Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Eastside Neighborhood Recreation Center, Inc. whose principal place of business is 596 Pawling Avenue, Troy, New York 12180, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$10,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
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2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

**Rensselaer County
and
Lansingburgh Boys' & Girls' Club, Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Lansingburgh Boys' & Girls' Club, Inc. whose principal place of business is 501 4th Avenue, Troy, New York 12182, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$12,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
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2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

**Rensselaer County
and
New HOPE Greater Community Development Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as " County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and New HOPE Greater Community Development Inc. whose principal place of business is 10 Pauline Court, Rensselaer, New York 12144, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$3,357.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
The Arc, Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and The Arc, Inc. with an address of c/o CEO 2331 Fifth Avenue, Troy, New York 12180, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$4,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Troy Housing Authority**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Troy Housing Authority whose principal place of business is One Eddy's Lane, Administration Building, Troy, New York 12180 (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$3,500.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
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2. The term of the within Agreement shall commence on **October 1, 2023**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Troy Area United Ministries, Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Troy Area United Ministries, Inc. whose principal place of business is 392 Second Street, Troy, New York 12180, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$7,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed **Reimbursement Claim** to Rensselaer County dfleming@rensko.com no later than two (2) weeks after the program ends, and provide the **Annual Performance Report** to Rensselaer County dfleming@rensko.com no later than three (3) weeks after the program ends.
Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Town of Nassau**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Town of Nassau whose principal place of business is P.O. Box 587, Nassau, New York 12123 , (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$5,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Town of Schodack**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Town of Schodack whose principal place of business is 265 Schuurman Road, Castleton, New York 12033, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$6,269.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensko.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensko.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

2. The term of the within Agreement shall commence on **July 1, 2025**, and shall terminate on **August 31, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Unity House of Troy, Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Unity House of Troy, Inc. whose principal place of business is 2431 Sixth Avenue, Troy, New York 12180, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of, and serve under-resourced and at-risk youth under the 19 of age. Programs will be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$3,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensko.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensko.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

2. The term of the within Agreement shall commence on **July 7, 2024**, and shall terminate on **August 1, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

**Rensselaer County
and
Village of Valley Falls**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Village of Valley Falls whose principal place of business is P.O. Box 153, Valley Falls, New York 12185, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Development Programs that promote the development of serve under-resourced and at-risk youth under the 19 of age. Programs should be multifaceted quality programing that provide opportunities for youth to gain important life skills and core competencies, create an environment where youth can grow, learn, thrive and develop to their fullest potential, and will allow youth to have meaningful roles in their communities. The program will also focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$3,500.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
--

2. The term of the within Agreement shall commence on **July 1, 2025**, and shall terminate on **August 1, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

2024 Youth Development Funding Chart

Program Name	2024 Allocation	2025 Allocation
BGCCA - DREAM Team* <i>Troy Drug Free Community Coalition</i>	\$2,000	\$2,360
BGCCA - Troy Club <i>Youth Program</i>	\$7,000	\$6,000
So. Rensselaer Boys & Girls Club <i>After School & Summer Camp</i>	\$6,000	\$7,000
Catholic Charities Camp Scully <i>Summer Youth Program</i>	\$6,000	\$5,000
Catholic Charities Sunnyside <i>Afterschool & Summer Camp</i>	\$12,000	\$10,000
Cornell Cooperative Extension <i>4-H Environmental Program</i>	\$11,000	\$9,000
Eastside Neighborhood Recreation <i>After School & Summer Camp</i>	\$10,000	\$10,000
Lansingburgh B&G <i>After School & Summer Camp</i>	\$11,000	\$12,000
New HOPE Greater Community <i>Young Men & Women of Purpose</i>	\$4,000	\$3,357
Rensselaer County Probation <i>Probation Employment Program No Contract</i>	\$4,000	\$5,000
Rensselaer County Youth <i>Administrative- No Contract</i>	\$34,000	\$22,939
Team HERO <i>STEM Program</i>	New	\$4,000
The Arc <i>After school & Summer Program</i>	New	\$4,000
Troy Housing <i>After school & Summer Program</i>	New	\$4,000
Troy Area United Ministries <i>Tech for Teens</i>	\$7,000	\$7,000
Troy Youth Association - <i>Summer Camp & After School</i>	\$5,000	\$5,000
Town of Grafton <i>Summer Youth Program</i>	New	\$4,000
Town of East Greenbush <i>Summer Youth Program</i>	\$4,500	\$4,500
Town of Nassau <i>Youth Program</i>	\$5,000	\$5,000
Town of North Greenbush <i>Summer Youth Program</i>	\$0	\$4,500
Town of Schodack <i>Summer Youth Program</i>	\$6,269	\$6,269
Town of Stephentown <i>Summer Youth Program</i>	\$3,500	\$3,500
Unity House of Troy <i>Summer Youth Program</i>	\$3,000	\$3,000
Village of Valley Falls <i>Summer Youth Program</i>	\$3,500	\$3,500
<i>*No 501c3 so the Troy B&G Club sponsors them</i>		
Total Grant Amount		\$150,925

LEGISLATIVE FISCAL IMPACT STATEMENT- 2025

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Resolution Accepting OCFS Funds for the 2025 Resource Allocation Plan (RAP) - Youth Development and Authorizing Rensselaer County Executive to execute contracts for Department for Youth.

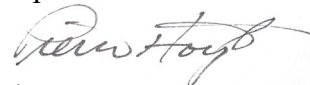
Requested by: Youth Department

Sponsor(s): _____

FISCAL IMPACT

- 1.) Projected cost of proposed legislation, if any: \$152,925.00 current year
\$ _____ ongoing expenses per year.
- 2.) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State Funding from Office of Children and Family Services
 - a) For Federal Funding: amount \$ _____ and length of time federal funding is available _____ . Is it available for ongoing expenses? Yes ___ or No ___
 - b) For State Funding: amount **Allocation \$152,925.00 and Resolution \$122,986.00** and length of time state funding is available 10/1/24 – 9/30/25. Is it available for ongoing expenses?
Yes ___ or No X
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing: Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax Levy impact for current year \$ _____ and ongoing \$ _____
 - e) Other (please explain) \$ _____
- 3.) Is this expense or program mandated? Yes ___ No X
- 4.) Length of expense or project (one time only, ongoing, etc.): Twelve (12) months
- 5.) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expenses that will be avoided: Youth Development Programming is the corner stone of Youth Services in Rensselaer County. Youth Development funds all allocated to youth serving agencies and municipals that serve all youth and children at risk of placement.

Department Head



Pierce Hoyt
Deputy Commissioner

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Casale, Nichols

Sent To: Contracts & Agreements

Committee

Date November 12, 2024

Resolution No. G/25

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE 2025 YOUTH SPORTS EDUCATIONAL OPPORTUNITIES ALLOCATION PLAN AND AGREEMENTS WITH LOCAL PROGRAM PROVIDERS - UNIFIED FAMILY SERVICES DEPARTMENT FOR YOUTH SERVICES

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Unified Family Services Department for Youth Services ("Department") has been awarded funding from the New York State Office of Children and Family Services ("OCFS") for the 2025 Youth Sports Educational Opportunities Allocation Plan in the amount of \$35,707.00 for a twelve (12) month period beginning October 1, 2024 through September 30, 2025; and

WHEREAS, The Rensselaer County Department for Youth was duly established and exists by virtue of Article 16 of the Rensselaer County Charter and has among its duty's youth development and delinquency prevention projects; and

WHEREAS, Of the total award, one hundred percent (100%) will be allocated within the 2025 Rensselaer County Adopted Budget via appropriation code A.7310.04800 and are also one hundred percent (100%) reimbursable through OCFS; and

WHEREAS, The allocated funds will be expended for those persons who and organizations that seek to avail themselves of these funds must be approved by the Department for Youth; and

WHEREAS, The start and end dates of such contract, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name of the contracting party are as follows:

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Boys & Girls Club of the Capital Area (Sponsor) 10/1/24 - 9/30/25	Teen Basketball	\$5,000.00
Catholic Charities Camp Scully 6/29/25 - 8/22/25	Summer Camp	\$6,500.00
Cornell Cooperative Extension 10/1/24 - 9/30/25	Archery & Equestrian	\$6,500.00

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Friends of Dyken Pond 5/1/25 - 9/30/25	Summer Camp	\$9,351.00
Sky High Adventure Center 10/1/24 - 9/30/25	Youth Programming	\$3,000.00
TOTAL APPROPRIATIONS:		\$30,351.00

; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 12, 2024

Clerk of the Legislature

Sent to County Executive

Received from County Executive

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT- 2025

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Resolution Accepting OCFS Funds for the 2025 Resource Allocation Plan (RAP) -Youth Sports Educational Funding (YSEF) and Authorizing Rensselaer County Executive to execute contracts for Department for Youth.

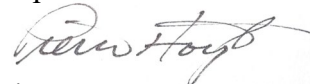
Requested by: Youth Department

Sponsor(s): _____

FISCAL IMPACT

- 1.) Projected cost of proposed legislation, if any: \$35,707.00 current year
\$ _____ ongoing expenses per year.
- 2.) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State Funding from Office of Children and Family Services
 - a) For Federal Funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes ___ or No ___
 - b) For State Funding: amount **Allocation \$ 35,707.00 and Resolution \$30,351.00** and length of time state funding is available 10/1/24 – 9/30/25. Is it available for ongoing expenses? Yes ___ or No X
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing: Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax Levy impact for current year \$ _____ and ongoing \$ _____
 - e) Other (please explain) \$ _____
- 3.) Is this expense or program mandated? Yes ___ No X
- 4.) Length of expense or project (one time only, ongoing, etc.): Twelve (12) months
- 5.) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expenses that will be avoided: Youth Sports programing that support the health and well-being of youth are one of the corner stone of Youth Services in Rensselaer County. Sports play a big role in the lives of young people by promoting positive social, emotional, health and educational outcomes. Youth Development funds all allocated to youth serving agencies and municipals that serve all youth and children at risk of placement.

Department Head



Pierce Hoyt
Deputy Commissioner

Attachment 1: Youth Sports Education and Opportunity Funding Allocations

District	Allocation for October 2024 - September 2025	District	Allocation for October 2024 - September 2025
Albany	\$66,198	Onondaga	\$115,099
Allegany	\$20,000	Ontario	\$25,233
Broome	\$43,921	Orange	\$121,925
Cattaraugus	\$20,682	Orleans	\$20,000
Cayuga	\$20,000	Oswego	\$28,509
Chautauqua	\$29,922	Otsego	\$20,000
Chemung	\$20,136	Putnam	\$22,129
Chenango	\$20,000	Rensselaer	\$35,707
Clinton	\$20,000	Rockland	\$117,583
Columbia	\$20,000	St. Lawrence	\$25,058
Cortland	\$20,000	Saratoga	\$53,178
Delaware	\$20,000	Schenectady	\$40,109
Dutchess	\$63,734	Schoharie	\$20,000
Erie	\$223,430	Schuyler	\$20,000
Essex	\$20,000	Seneca	\$20,000
Franklin	\$20,000	Steuben	\$23,194
Fulton	\$20,000	Suffolk	\$366,756
Genesee	\$20,000	Sullivan	\$20,927
Greene	\$20,000	Tioga	\$20,000
Hamilton	\$20,000	Tompkins	\$20,000
Herkimer	\$20,000	Ulster	\$36,200
Jefferson	\$32,470	Warren	\$20,000
Lewis	\$20,000	Washington	\$20,000
Livingston	\$20,000	Wayne	\$22,432
Madison	\$20,000	Westchester	\$245,113
Monroe	\$178,946	Wyoming	\$20,000
Montgomery	\$20,000	Yates	\$20,000
Nassau	\$347,459	New York City	\$1,987,688
Niagara	\$48,908	Rest of State	\$3,012,312
Oneida	\$57,354	Statewide	\$5,000,000

**Rensselaer County
and
Boys & Girls Club of the Capital Area**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Boys & Girls Club of the Capital Area whose principal place of business is 1700 7th Avenue, Troy, New York 12180, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$3,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than -- three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County and
Catholic Charities of the Diocese of Albany**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Catholic Charities of the Diocese of Albany, d/b/a Catholic Charities - Tri County Services whose principal place of business is 40 N Main Ave 3rd Floor, Albany, NY 12203 , (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. Vendor agrees to provide their Camp Scully program which exists to provide intensive socialization and recreation experiences to children ages 5-16 from all families but especially poor and marginal income families for at least one week in a safe, supervised group setting. Attending camp promotes year round education to prevent summer learning loss. Emphasis is placed on assisting children to improve feelings of self-worth, learn socially acceptable means of resolving conflicts and experience a broad range of educational and recreational activities. Vendor provides youth with the opportunity to make friends, live together as a small group, exercise and enjoy the outdoors and nature by hiking, playing sports, swimming, kayaking and canoeing. Vendor will offer scholarships to eligible children from Rensselaer County. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$6,500.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed **Reimbursement Claim** to Rensselaer County dfleming@rensko.com no later than two (2) weeks after the program ends, and provide the **Annual Performance Report** to Rensselaer County dfleming@rensko.com no later than - three (3) weeks after the program ends. Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.

2. The term of the within Agreement shall commence on **June 29, 2025**, and shall terminate on **August 22, 2025**. resolution 6-25-25
3. Vendor agrees to bill the County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

Vendor Agrees as follows:

- 4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;
- 4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;
- 4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;
- 4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;
- 4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for

Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated below.

**Rensselaer County
and
Cornell Cooperative Extension of Rensselaer County**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Cornell Cooperative Extension of Rensselaer County whose principal place of business is 99 Troy Road, East Greenbush, New York 12061, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$6,500.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed **Reimbursement Claim** to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the **Annual Performance Report** to Rensselaer County dfleming@rensco.com no later than -- three (3) weeks after the program ends. **Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.**

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Friends of Dyken Pond Center, Limited**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Friends of Dyken Pond Center, Limited, whose principal place of business is 475 Dyken Pond Road, Cropseyville, New York 12052, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows:

1. The Vendor will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$9,351.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed **Reimbursement Claim** to Rensselaer County dfleming@rensco.com no later than - two (2) weeks after the program ends, and provide the **Annual Performance Report** to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.

2. The term of the within Agreement shall commence on **May 1, 2025**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Sky High Adventure Center, Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Sky High Adventure Center, Inc. whose principal place of business is PO Bx 236, Sand Lake, New York 12053, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$3,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed **Reimbursement Claim** to Rensselaer County dfleming@rensko.com no later than two (2) weeks after the program ends, and provide the **Annual Performance Report** to Rensselaer County dfleming@rensko.com no later than -- three (3) weeks after the program ends. **Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.**

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

2024 Youth Sports Educational Funding Chart (YSEF)

Program Name	2024 Allocation	2025 Allocation
BGCCA - Teen Basketball* <i>Youth Basketball</i>	New	\$5,000
Catholic Charities Camp Scully <i>Camp Sports Education</i>	\$6,662	\$6,500
Cornell Cooperative Extension <i>Archary & Equestrian Program</i>	\$5,662	\$6,500
Friends of Dyken Pond Center, Inc <i>Summer Sports Camp</i>	\$10,662	\$9,351
Rensselaer County Youth <i>Administrative - No Contract</i>	New	\$5,356
Sky High Adventure Center <i>Archary, Mountian Biking & Tennis Program</i>	\$0	\$3,000
*No 501c3 so the Troy B&G Club sponsors them		
Total Grant Amount		\$35,707

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Casale, Nichols

Sent To: Contracts & Agreements

Committee

Date November 12, 2024

Resolution No. G/26

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FROM THE 2025 YOUTH TEAM SPORTS PROGRAM ALLOCATION PLAN AND AGREEMENTS WITH LOCAL PROGRAM PROVIDERS - UNIFIED FAMILY SERVICES DEPARTMENT FOR YOUTH SERVICES

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Unified Family Services Department for Youth Services ("Department") has been awarded funding from the New York State Office of Children and Family Services ("OCFS") for the 2025 Youth Team Sports Program Allocation Plan in the amount of \$75,445.00 for a twelve (12) month period beginning October 1, 2024 through September 30, 2025; and

WHEREAS, The Rensselaer County Department for Youth was duly established and exists by virtue of Article 16 of the Rensselaer County Charter and has among its duty's youth development and delinquency prevention projects; and

WHEREAS, Of the total award, one hundred percent (100%) will be allocated within the 2025 Rensselaer County Adopted Budget via appropriation code A.7310.04800 and are also one hundred percent (100%) reimbursable through the OCFS; and

WHEREAS, Those persons who and organizations that seek to avail themselves of these funds must be approved by the Department for Youth; and

WHEREAS, The start and end dates of such contract, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name of the contracting party are as follows:

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Boys & Girls Club of the Capital Area - Sponsor 10/1/24 - 9/30/25	Next Bunch Boxing	\$18,282.00
Burgh Basketball 10/1/24 - 9/30/25	Youth Basketball	\$8,782.00
East Greenbush Miracle League 10/1/24 - 9/30/25	Special Needs Athlete's	\$11,000.00

AGENCY	PROGRAM	AMOUNT
Hoosick Falls Youth Football & Cheer 10/1/24 - 9/30/25	Youth Football & Cheer	\$5,000.00
Troy Albany Youth Hockey 10/1/24 - 9/30/25	Youth Hockey	\$8,282.00
Troy Area Youth Association 10/1/24 - 9/30/25	CYO Basketball Program	\$10,282.00
518 Annihilate Wrestling Club 10/1/24 - 9/30/25	Youth Wrestling Club	\$2,500.00
TOTAL APPROPRIATIONS:		\$64,128.00

; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 12, 2024

Clerk of the Legislature

Sent to County Executive

Received from County Executive

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT- 2025

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Resolution Accepting OCFS Funds for the 2025 Resource Allocation Plan (RAP) - Youth Team Sports Funding (YTSTF) and Authorizing Rensselaer County Executive to execute contracts for Department for Youth.

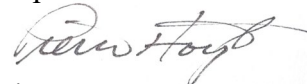
Requested by: Youth Department

Sponsor(s): _____

FISCAL IMPACT

- 1.) Projected cost of proposed legislation, if any: \$75,445.00 current year
\$ _____ ongoing expenses per year.
- 2.) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State Funding from Office of Children and Family Services
 - a) For Federal Funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes ___ or No ___
 - b) For State Funding: amount **Allocation \$ 75,445.00 and Resolution \$64,128.00** and length of time state funding is available 10/1/24 – 9/30/25. Is it available for ongoing expenses? Yes ___ or No X
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing: Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax Levy impact for current year \$ _____ and ongoing \$ _____
 - e) Other (please explain) \$ _____
- 3.) Is this expense or program mandated? Yes ___ No X
- 4.) Length of expense or project (one time only, ongoing, etc.): Twelve (12) months
- 5.) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expenses that will be avoided: Youth Sports programing that support the health and well-being of youth are one of the corner stone of Youth Services in Rensselaer County. Sports play a big role in the lives of young people by promoting positive social, emotional, health and educational outcomes. Youth Development funds all allocated to youth serving agencies and municipals that serve all youth and children at risk of placement.

Department Head



Pierce Hoyt
Deputy Commissioner

**Rensselaer County
and
Boys & Girls Clubs of the Capital Area, Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Boys & Girls Clubs of the Capital Area, Inc. whose principal place of business is 1700 7th Avenue, Troy, New York 12180 (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Team Sports Programs for children and youth and will focus on the competitive aspects that provide confidence building, team work, respect for the game and others, and growth. They should also serve under-resourced and at-risk youth under 19 years of age and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. These programs should support sports education and competitive sports team physical and emotional health and well-being of children and youth. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$18,282.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
--

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the County or of the state;

4.2. to report to the County, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the Vendor claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated below.

**Rensselaer County
and
Burgh Basketball Association LLC**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Burgh Basketball Association LLC, whose principal place of business is 8 Dusenberry Lane, Troy, New York 12182, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$8,782.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than -- two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
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2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
East Greenbush Miracle League, Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and East Greenbush Miracle League, Inc., with an address of 10 McDonald Lane, Rensselaer, New York 12144, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The vendor will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$11,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensko.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensko.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Hoosick Falls Youth Football & Cheer**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Hoosick Falls Youth Football & Cheer, whose principal place of business is 149 Main Street, Hoosick Falls, New York 12090, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$5,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensko.com no later than -- two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensko.com no later than three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
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2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Troy Hockey Association, Inc.
dba Troy Albany Hockey Association**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and **Troy Hockey Association, Inc. dba Troy Albany Hockey Association** with an address of 2701 Lavin Court, Troy, New York 12180, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Team Sports Programs for children and youth and will focus on the competitive aspects that provide confidence building, team work, respect for the game and others, and growth. They should also serve under-resourced and at-risk youth under 19 years of age and will focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. These programs should support sports education and competitive sports team physical and emotional health and well-being of children and youth. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$8,282.00.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than -- three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
Troy Youth Association, Inc.**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and Troy Youth Association, Inc. [Troy Area CYO] whose principal place of business is 237 4th Street, Troy, New York 12180, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Team Sports Programs that focus on the competitive aspects that provide confidence building, team work, respect for the game and others, and growth. They should also serve under-resourced and at-risk youth under 19 years of age and will focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. These programs should support sports education and competitive sports team physical and emotional health and well-being of children and youth. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$10,282.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than -- three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Rensselaer County
and
518 Annihilate Wrestling Club**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and 518 Annihilate Wrestling Club whose principal place of business is PO Box 44, Hoosick Falls, New York 12090, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor will provide Youth Team Sports Programs that focus on the competitive aspects that provide confidence building, team work, respect for the game and others, and growth. They should also serve under-resourced and at-risk youth under 19 years of age and will focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. These programs should support sports education and competitive sports team physical and emotional health and well-being of children and youth. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$2,500.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensco.com no later than two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensco.com no later than -- three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>

2. The term of the within Agreement shall commence on **October 1, 2024**, and shall terminate on **September 30, 2025**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

**Appendix A:
Municipal Youth Team Sports Allocations, October 1, 2024 – September 30, 2025**

DISTRICT	Allocation October 1, 2024 - September 30, 2025	DISTRICT	Allocation October 1, 2024 - September 30, 2025
Albany	\$139,870	Onondaga	\$243,192
Allegany	\$22,818	Ontario	\$53,316
Broome	\$92,802	Orange	\$257,613
Cattaraugus	\$41,324	Orleans	\$18,581
Cayuga	\$35,977	Oswego	\$60,238
Chautauqua	\$63,223	Otsego	\$22,325
Chemung	\$42,496	Putnam	\$46,758
Chenango	\$23,609	Rensselaer	\$75,445
Clinton	\$35,231	Rockland	\$248,440
Columbia	\$23,902	St. Lawrence	\$52,946
Cortland	\$21,315	Saratoga	\$112,359
Delaware	\$17,559	Schenectady	\$84,746
Dutchess	\$134,664	Schoharie	\$12,796
Erie	\$472,082	Schuyler	\$10,000
Essex	\$14,289	Seneca	\$16,778
Franklin	\$23,414	Steuben	\$49,006
Fulton	\$25,745	Suffolk	\$774,913
Genesee	\$28,838	Sullivan	\$41,812
Greene	\$18,989	Tioga	\$23,812
Hamilton	\$10,000	Tompkins	\$35,935
Herkimer	\$30,258	Ulster	\$76,487
Jefferson	\$68,607	Warren	\$28,177
Lewis	\$14,912	Washington	\$27,729
Livingston	\$26,997	Wayne	\$47,396
Madison	\$30,871	Westchester	\$517,896
Monroe	\$378,094	Wyoming	\$18,085
Montgomery	\$28,615	Yates	\$13,510
Nassau	\$734,140	New York City	\$4,204,547
Niagara	\$103,337	Rest of State	\$5,795,453
Oneida	\$121,184	Statewide	\$10,000,000

2024 Youth Team Sports Funding Chart (YSTF)

Program Name	2024 Allocation	2025 Allocation
Boys & Girls Club of the Capital Area - Next Bunch Boxing* <i>Youth Boxing</i>	\$20,579	\$18,282
Burgh Basketball <i>Youth Basketball</i>	\$11,126	\$8,782
East Greenbush Miracle League <i>Special Needs Athletes</i>	\$11,126	\$11,000
Hoosick Falls Youth <i>Football & Cheer</i>	New	\$5,000
Rensselaer County Youth <i>Administrative - No Contract</i>	\$0	\$11,317
Troy Albany Youth Hockey Association <i>Youth Hockey</i>	\$20,080	\$8,282
Troy Youth Association <i>CYO Basketball</i>	\$14,000	\$10,282
518 Annihilate <i>Hoosick Falls Youth Wrestling</i>	New	\$2,500
*No 501c3 so the Troy B&G Club sponsors them		
Total Grant Amount		\$75,445

Updated 10/17/24