



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

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EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE MARCH 13, 2024 MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

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ONEIDA COUNTY YOUTH BUREAU

Oneida County Office Building 9th floor
800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438



ANTHONY J. PICENTE, JR.
County Executive

KEVIN M. GREEN
Director

FN 20 24 - 151

February 21, 2024

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Resource Allocation Plan for OCFS funding year of October 1, 2023 - September 30, 2024

Dear Mr. Picente:

I am submitting the attached Resource Allocation Plan (RAP) for the New York State Office of Children and Family Services (OCFS) 2023-2024 program term, for review and approval.

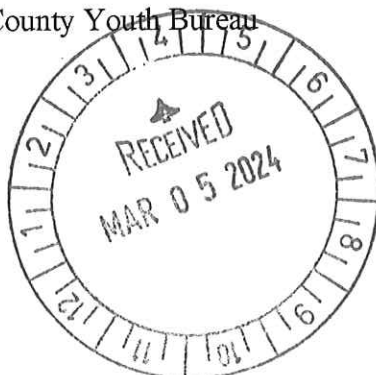
The RAP allocates funding from OCFS to entities contracting with Oneida County through its Department of Family and Community Services' Youth Bureau. The total amount of state funding is \$600,832.00, which provides support for programs performed by 39 agencies and 12 localities, as well as administrative dollars for Youth Bureau staff salaries. Pursuant to OCFS guidelines, Run Away and Homeless Youth programs and Youth Development Programs that are performed by agencies are paid according to the OCFS funding year with a term of January 1, 2024 through September 30, 2024. Youth Development Programs provided by localities, Youth Sports and Education programs and Youth Team Sports Funding will be performed January 1, 2024 through December 31, 2024. Both versions of the agreement are attached.

I am requesting approval of the RAP as well as approval of the two attached contracts for use as a template for all of the Department's funding agreements. If this is acceptable to you, please forward to the Board of Legislators for further action. Thank you for your consideration.

Very truly yours,

Kevin M. Green
Director, Oneida County Youth Bureau

Attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3-4-24

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	_____X_____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Various

Title of Activity or Service: New York State Office of Children and Family Services Resource Allocation Plan (RAP) 2023-2024

Proposed Dates of Operation: January 1, 2024 to December 31, 2024

Client Population/Number to be Served: Oneida County youth

Summary Statements:

1) Narrative Description of Proposed Services: The RAP allocates funding from the New York State Office of Children and Family Services to entities contracting with Oneida County through its Department of Family and Community Services' Youth Bureau. The total amount of State funding is \$600,832.00 which provides support to 39 different agency programs, 12 programs provided by localities, and administrative dollars for Youth Bureau staff salaries. Programs are divided into four funding Categories: Runaway and Homeless Youth (RHY), Youth Development programming (YDP), Youth Sports and Education Funding (YSEF) and Youth Team Sports (YTS).

2) Program/Service Objectives and Outcomes: To provide funding to agency programs serving youth and families.

3) Program Design and Staffing: The Youth Bureau will administer the contracts with the various providers, which will in turn administer the youth programs.

Total Funding Requested: \$600,832.00 **Account:** _____

Oneida County Dept. Funding Recommendation: \$600,832.00

Mandated or Non-mandated: Mandated Services

Proposed Funding Sources (Federal \$/ State \$/County \$): \$600,832.00, 100% State funding

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

B. The total payment from the County to the Contractor for the Program described herein shall be \$_____.

V. PERFORMANCE OF SERVICES

A. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Program described herein. The Contractor shall use its best efforts to perform the Program such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method and means of performing the Program, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The Contractor may, at its own expense, employ or engage the services of such employees, volunteers and/or partners as the Contractor deems necessary to perform the Program (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Program by the Assistants in a manner satisfactory to the County and in compliance with all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

VI. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's and its Assistants shall not be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that its Assistants shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not be reason thereof, make any claim, demand or application to or for any right or privilege application to an officer or employee of the County.

B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to continue to make its services available to the public.

C. The Contractor's and its Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.

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AGREEMENT

THIS AGREEMENT, effective January 1, 2024, is made and entered into by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York having principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), and "Entity Name", a "Type of Entity" organized and existing under the laws of the State of "insert", having its principal offices at "Entity Address" (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County, through its Department of Family and Community Services' Youth Bureau, has been allocated funds from the New York State Office of Children and Family Services ("OCFS") that shall be used to reimburse the County for expenditures made in accordance with OCFS approved program applications and budgets; and

WHEREAS, the Contractor has submitted an application and budget for a youth services program for the 2023-2024 program year, which have been approved for funding by OCFS ("Program");

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. PROGRAM DESCRIPTION

The Contractor shall perform the Program in accordance with the rules and regulations of OCFS, the Children and Family Services Plan guidelines, OCFS fiscal policies, and as set forth in the Program Application (Exhibit A) and Program Budget (Exhibit B), copies of which are attached hereto and incorporated by this reference as if fully recited herein.

II. AGREEMENT TERM

This Agreement shall commence January 1, 2024 and continue through December 31, 2024, unless otherwise terminated as provided herein.

III. EXPENDITURES

All expenditures must be made in accordance with the approved Program Application and Program Budget.

IV. PAYMENT

A. The County shall pay the Contractor upon submission of a completed County voucher and supporting documents, which conform to applicable federal and state laws, rules, regulations, OCFS fiscal policies, procedures, and requirements, including those established by the Comptroller of the State of New York and which are acceptable to OCFS as proof of expenditures.

H

D. The Contractor acknowledges and agrees that it and its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

E. The Contractor shall be paid pursuant to IRS form 1099 and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance, where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

G. If the Internal Revenue Services, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

VII. TERMINATION OF FUNDING BY THE COUNTY

If the County is notified that local, state or federal funds are unavailable for this Program, the County may terminate this Agreement and permanently withhold the payment of all or a portion of the funds.

VIII. INDEMNIFICATION

The County is a funding source only and does not participate in or direct the Program or any of the activities or services of the Contractor. Accordingly, the Contractor understands and agrees that the County, its directors, officers, employees, and agents shall not be liable for any of the Contractor's contracts, torts, or other acts or omissions, or those by the Contractor's directors, officers, members, Assistants, or Program participants. The Contractor understands and agrees that the County's insurance policies do not extend to or protect the Contractor, or the Contractor's directors, officers, members, Assistants, or Program participants. The Contractor understands and agrees that the County will not provide any legal defense for the Contractor or any such person(s) in the event of any claim against any or all of them. The Contractor shall indemnify and hold the County, its directors, officers, employees, and agents harmless from all liability, including, but not limited to, the costs of defense from the contracts, torts, or other acts or omissions of the

Contractor, its employees, directors, officers, employees or other of the Contractor's partners in any way connected with any activity of the Contractor, including, but not limited to, the Program described herein. The liability of the Contractor under this Agreement is absolute and is not dependent upon any question of negligence on its part.

IX. NON-DISCRIMINATION

The Contractor agrees that in providing the Program under this Agreement, the Contractor and its Assistants shall not discriminate on the basis of race, color, national origin, religion, age, disability, sexual orientation, gender identity, or veteran status either in its employment practices or in its policies or procedures concerning access to the Program described herein.

X. INSURANCE

A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. Abuse and Molestation coverage must be included.
 - c. Oneida County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
2. Workers' Compensation and Employer's Liability at New York statutory limits.
3. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 each accident.
 - a. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
 - b. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

B. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, and Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

XI. CHOICE OF VENUE

If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

XII ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel or supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year below written.

ONEIDA COUNTY

Anthony J. Picente, Jr., County Executive

Date

Colleen Fahy-Box

Colleen Fahy-Box, Commissioner of Social Services

2/23/24

Date

Kevin M. Green

Kevin M. Green, Youth Bureau Director

2/23/2024

Date

CONTRACTOR

Contractor

Date

Approved: _____
Maryangela Scalzo, Deputy County Attorney-Health and Human Services

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WITNESSETH

WHEREAS, the County, through its Department of Family and Community Services' Youth Bureau, has been allocated funds from the New York State Office of Children and Family Services ("OCFS") that shall be used to reimburse the County for expenditures made in accordance with OCFS approved program applications and budgets; and

WHEREAS, the Contractor has submitted an application and budget for a youth services program for the 2024 program year, which have been approved for funding by OCFS ("Program");

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9

B. The total payment from the County to the Contractor for the Program described herein shall be \$ _____.

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[SIGNATURES APPEAR ON THE NEXT PAGE]

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ONEIDA COUNTY

Anthony J. Picente, Jr., County Executive

Date

Colleen Fahy-Box

Colleen Fahy-Box, Commissioner of Social Services

2/23/24

Date

Kevin M. Green

Kevin M. Green, Youth Bureau Director

2/23/2024

Date

CONTRACTOR

Contractor

Date

Approved: _____
Maryangela Scalzo, Deputy County Attorney-Health and Human Services

Oneida County 2023 - 2024 OCFS Allocation

YTS Breakdown

Total Allocation: \$119,241

YTS funds are available as a Legislative add and cannot be guaranteed from one year to the next

**New Program	Oct 2023 - Dec 2023	Jan 2024 - Sept 2024	2023
**Catholic Charities:			
CYO Basketball		\$ 15,432	
**American Youth Soccer -AYSO			
Camden AYSO - Region 918		\$ 57,632	
<u>Wilson's Cops and Kids</u>			
Boxing Program		\$ 15,000	
**Midtown Utica Community Center			
MUCC Sports Program		\$ 31,177	
TOTAL:	\$ -	\$ 119,241	

Oneida County 2023 - 2024 OCFS Allocation

YSEF Breakdown

Total Allocation: \$63,552.

Additional OCFS One Time Investment In Infrastructure : \$10,334

	Oct 2023 - Dec 2023	Jan 2024 - Sept 2024	2023
**New Program			
<u>Catholic Charities:</u>			
Camp Nazareth		\$ 7,061	\$ 9,533
**ICAN			
Youth Sports & Education		\$ 7,061	\$ -
**Midtown Utica Community Center- MUCC			
MUCC Summer Camp		\$ 7,061	\$ -
<u>Mohawk Valley Boxing Assoc.</u>			
VBA Boxing Program		\$ 10,125	\$ 9,532
<u>The Salvation Army - Utica</u>			
Long Point Summer Camp		\$ 7,061	\$ 9,533
<u>The Salvation Army - Rome</u>			
Long Point Summer Camp		\$ 7,061	\$ 9,533
<u>Wilson's Cops and Kids</u>			
Boxing Program		\$ -	\$ 9,533
**United Elite Krajisnik FC			
Youth Outreach Soccer Program		\$ 7,061	\$ -
**Utica Center for Development, Inc			
Safe Youth 315		\$ 7,061	\$ -

Oneida County 2023 -2024 OCFS Allocation

Locality Breakdown

Localities to receive 100% of their yearly allocation Jan 2024 - Sept 2024

**New Program	Oct 2023 - Dec 2023	Jan 2024 - Sept 2024	2023 Total Allocation
City of Rome (Juvenile Aid)	\$ -	\$ 3,511	\$ 3,511
City of Rome (Summer Rec)	\$ -	\$ 3,511	\$ 3,511
City of Utica (Dick Miller)	\$ -	\$ 6,572	\$ 6,572
City of Utica (Juvenile Aid)	\$ -	\$ 6,862	\$ 6,868
City of Utica (Recreation Safety)	\$ -	\$ 14,604	\$ 14,603
Town of Floyd	\$ -	\$ 1,464	\$ 1,464
<i>*Town of New Hartford</i>	\$ -	\$ 1,640	
Village of Camden	\$ -	\$ 1,526	\$ 1,526
Village of New York Mills	\$ -	\$ 1,511	\$ 1,511
Village of Oriskany	\$ -	\$ 1,461	\$ 1,461
Village of Oriskany Falls	\$ -	\$ 1,461	\$ 1,461
Village of Waterville/Sangerfield	\$ -	\$ 1,526	\$ 1,526
Total:	\$ -	\$ 45,649	\$ 44,014

Oneida County 2023 - 2024 OCFS Allocation

OCFS Funding Year: Oct 2023 - Sept 2024

2023 Youth Population under 24 Years Old: 71,158

*Note: **10%** of YDP money will be used for Administrative Function totaling \$22,079

OCFS Funding: Oct 2023 - Sept 2024

Run Away and Homeless Youth Part 1	\$ 120,730
Run Away and Homeless Youth Part 2	\$ 66,169
Youth Development Program	\$ 220,796
YSEF - Youth Sports & Education Funding	\$ 63,552
YSEF One Time Investment In Infrastructure	\$ 10,344
YTS Youth Team Sports Funding	\$ 119,241
<i>OCFS Funding Year: Oct 2023 - Sept 2024</i>	<i>\$ 600,832</i>

Oneida County 2023 -2024 OCFS Allocation

Runaway and Homeless Youth Part 1 & 2 Breakdown

	Oct 2023 - Dec 2023 25%	Jan 2024 - Sept 2024 75%	2023 Total Allocation
<u>Part 1</u>			
MVCAA:			
RHY Outreach	\$ 30,068	\$ 26,322	\$ 50,000
<u>Part 2</u>			
ICAN			
Transitional Life Skills	\$ 8,588	\$ 12,802	\$ 15,000
		\$ -	
ICAN			
Evelyn's House	\$ 31,340	\$ 77,779	\$ 102,729
Total:	\$ 69,996	\$ 116,903	\$ 167,729

Oneida County 2023 - 2024 OCFS Allocation

2023 - 2024 YDP Breakdown

**New Program	Oct 2023 - Dec 2023	Jan 2024 - Sept 2024	2023 Total Allocation
<u>CFLR:</u>			
Compeer for Kids	\$ 1,950	\$ 5,852	\$ 7,802
Juvenile Perpetrators	\$ 1,330	\$ 3,991	\$ 5,321
Partners In Prevention	\$ 1,810	\$ -	\$ 7,241
Sexual Abuse Treatment	\$ 1,361	\$ 4,085	\$ 5,446
<u>Co-Op Extension:</u>			
4-H Outreach	\$ 1,752	\$ 5,258	\$ 7,010
<u>Dodge Pratt Art & Comm Ctr:</u>			
Teens and Tweens Pick-up Steam	\$ 1,207	\$ 3,620	\$ 4,827
<u>Empowered Pathways:</u>			
Project STAMP	\$ 1,827	\$ 5,480	\$ 7,307
<u>**Griffiss Institute</u>			
Afternoon Knights Drone Soccer		\$ 5,717	\$ -
<u>Johnson Park:</u>			
Children's Center	\$ 2,151	\$ 6,450	\$ 8,601
<u>Neighborhood Center:</u>			
Outreach & Prevention	\$ 2,248	\$ 6,745	\$ 8,993
Project Aim	\$ 2,950	\$ 8,784	\$ 11,734
<u>OC Probation:</u>			
Initial Response Team (IRT)	\$ 3,447	\$ 10,344	\$ 13,791
<u>OC Workforce Development:</u>			
Green Corps	\$ 2,250	\$ 6,750	\$ 9,000

Oneida County 2023 - 2024 OCFS Allocation

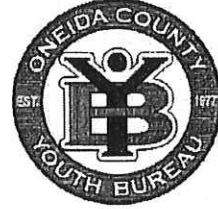
2023 - 2024 YDP Breakdown

	Oct 2023 - Dec 2023 25%	Jan 2024 - Sept 2024 75%	2023 Total Allocation
**New Program			
**Rebuilding The Village			
Ready, Set, Work		\$ 5,717	\$ -
<u>Thea Bowman</u>			
Kids with Promise	\$ 2,525	\$ 7,575	\$ 10,100
<u>The Root Farm:</u>			
School Break Day Camp	\$ 2,633	\$ 7,898	\$ 10,531
<u>The Salvation Army-Utica:</u>			
Get Yourself Motivated (GYM)	\$ 1,204	\$ 4,579	\$ 4,816
<u>The Salvation Army-Rome:</u>			
Salvation Army Youth Enrichment SAYES	\$ 979	\$ -	\$ 3,997
<u>Utica Safe Schools:</u>			
Underground Teen Center	\$ 2,550	\$ 7,652	\$ 10,202
<u>Utica University</u>			
Partners in Prevention		\$ 5,431	\$ -
<u>YWCA of Mohawk Valley:</u>			
Adolescent Outreach	\$ 1,749	\$ 5,216	\$ 6,965
<u>Youth Bureau Administration:</u>			
	\$ 19,276	\$ 2,803	\$ 33,119
Total:	\$ 55,199	\$ 119,948	\$176,803.00



ONEIDA COUNTY YOUTH BUREAU

Oneida County Office Building 9th floor
800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438



ANTHONY J. PICENTE, JR.
County Executive

KEVIN M. GREEN
Director

February 22, 2024

FN 20 24-152

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Contract with the Utica City School District for providing bussing for 2024 Experience Glimmerglass

Dear Mr. Picente:

We are submitting the attached contract between Oneida County and the Utica City School District for your review and approval. This contract will provide transportation for children to Cooperstown, New York as part of the Youth Bureau's Experience Glimmerglass program.

The Oneida County Youth Bureau has allowed over 600 underprivileged and underserved youth from Oneida and Herkimer Counties to Experience Glimmerglass since 2018. Experience Glimmerglass is funded by grants from The Community Foundation of Herkimer and Oneida Counties.

This contract will provide 200 children and 25 adult chaperones with transportation to see live theatre performances at Glimmerglass.

Enclosed you will find an contract with the Utica City School District to provide bussing for the children and chaperones. If this contract meets with your approval, please forward to the Board of Legislators for further action. Thank you for your consideration.

Very truly yours,

Kevin M. Green
Director, Oneida County Youth Bureau



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-4-24

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Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Utica City School District

Title of Activity or Services: Bussing for the Youth Bureau's Experience Glimmerglass program

Proposed Dates of Operations: March 1, 2024 – August 14, 2024

Client Population/Number to be Served: Oneida County Youth

SUMMARY STATEMENTS

Narrative Description of Proposed Services:

This agreement will provide transportation to for 200 children and 25 adult chaperones to the Alice Busch Opera Theater in Cooperstown, New York to Experience Glimmerglass.

Total Funding Requested: \$500

Oneida County Dept. Funding Recommendation: \$500

Mandated or Non-mandated: Non-Mandated

Proposed Funding Source (Federal \$ /State \$ / County \$): \$500 grant from The Community Foundation of Herkimer and Oneida Counties.

Cost Per Client Served:

Past performance:

O.C. Department Staff Comments: This is the first year that the Youth Bureau has partnered with the Utica City School District for this service.

**INTERMUNICIPAL AGREEMENT BETWEEN
UTICA CITY SCHOOL DISTRICT AND ONEIDA COUNTY YOUTH BUREAU**

AGREEMENT made this 1st day of March 2024, by and between the Board of Education of the Utica City School District, a municipal corporation organized under the laws of New York State with offices at 929 York Street, Utica, NY 13502 (“UCSD”); and Oneida County, a municipal corporation organized under the laws of New York State with offices at 800 Park Avenue, Utica, NY 13501 (“OC”).

WHEREAS, Section 119-o of the General Municipal Law authorizes municipal corporations to enter into “agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service”; and

WHEREAS, UCSD and OC (individually a “Party” and collectively the “Parties”) are authorized to enter into cooperative agreements pursuant to Article 5(G) of the General Municipal Law of the State of New York to cooperatively exercise their respective powers; and

WHEREAS, the Parties have reached an agreement as to the terms and conditions of an intermunicipal agreement for the transportation of children to an educational event as described in this Agreement;

NOW, THEREFORE, it is agreed by and between the parties as follows:

A. Term

This Agreement, effective March 1, 2024, will terminate on August 14, 2024. The Agreement is also terminable upon 10 days’ notice from either Party.

B. UCSD Responsibilities

1. UCSD has available two (2) school buses and drivers to provide transportation for participating OC children to the Alice Busch Opera Theater located at 7300 State Highway 80, Cooperstown, New York (the “Event”) on August 5th and 13th of 2024.
2. UCSD will provide such transportation on two (2) school buses to and from pick-up and drop-off location(s) designated by OC.
3. UCSD will provide two (2) bus drivers who meet the requirements and standards for such job set forth in applicable law, to operate such bus used in transporting children

pursuant to this Agreement. UCSD will also provide bus monitors to the extent required by applicable law.

C. OC Responsibilities

1. OC will be responsible for reimbursing UCSD for transportation costs as follows: OC shall pay UCSD \$500 by August 4, 2024.
2. OC will be responsible for all supervision of children at the Event.

D. Parties as Independent Contractors

1. The relationship between the Parties shall be that of independent contractors and any and all services performed under this Agreement shall be performed in such capacity.
2. No Party's employees, consultants, or agents shall hold him/herself out as, nor claim to be, an officer or employee of another Party, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit.
3. No Party shall have, or hold itself out as having the authority or power to bind or create liability for the other Party's acts or omissions.
4. It is agreed by all Parties that neither federal, state, nor local income taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by one Party for the employee, consultant, or agent of another Party. Said withholding and/or payments are to be made by the Parties in compliance with all federal, state, and local laws, rules or regulations. The Parties agree to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government having jurisdiction over the Parties.
5. The Parties acknowledge that they shall have no ability to control the manner, means, details, or methods by which the other Party or its agents perform services under this Agreement except as provided herein and as required by federal, state; or local laws, rules, and regulations.
6. These provisions shall survive any expiration, termination, or non-renewal of this Agreement.

E. Compliance with All Laws

In performing under the terms of this Agreement, the Parties and their agents shall comply with all applicable federal, state, and local laws, resolutions, ordinances, codes, rules, and regulations.

F. Prohibition Against Assignment

No Parties to this Agreement shall assign, transfer, convey, sublet, or otherwise dispose of their responsibilities and/or obligations under this Agreement, or their right, title, or interest in this Agreement, to any other person or entity without the previous written consent of the other Party.

G. Non-Waiver of Breach

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the Party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause of excuse for a repetition of such or any other breach.

H. Choice of Law and Venue

This Agreement is governed by the laws of the State of New York and any legal action filed concerning the enforcement or interpretation of this Agreement shall be brought only in the state or federal courts, as applicable, located in the State of New York, Oneida County.

I. Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

J. Board Approval

This Agreement is subject to the approval of each Party's governing board.

K. Modifications

Any modification or amendment to this Agreement shall be void unless it is in writing and signed by all Parties.

L. Indemnification

Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other parties (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure

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to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

M. Insurance.

UCSD represents that it is self-insured, and agrees to provide proof of same to OC.

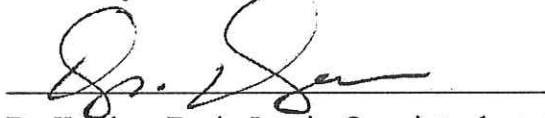
N. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals.

Dated: 2/14/, 2024

Utica City School District



Dr. Kathleen Davis, Interim Superintendent of Schools

Dated: _____, 2024

Oneida County

Anthony J. Picente, Jr., County Executive

Dated: 2/23, 2024

Oneida County Youth Bureau



Kevin M. Green, Youth Bureau Director

Approved: _____

Maryangela Scalzo, Deputy County Attorney-Health and Human Services