

**CONTRACT FACE PAGE**

**COG: Cooperative Tug Hill Council**

**CONTRACT #:** \_\_\_\_\_

**CONTRACTOR:**

**CONTRACT PERIOD:**

**FUNDING AMOUNT** \$5,000.00

**FROM: January 1, 2024**

**TO: December 31, 2024**

**APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT**

**APPENDIX A: Work Plan and Reporting**

**APPENDIX B: Payment and Reporting Schedule**

**APPENDIX C: Meeting Schedule**

The AGREEMENT is hereby made by and between the Cooperative Tug Hill Council (CTHC) and the CONTRACTOR identified on the face page hereof.

WITNESSETH:

WHEREAS, the CTHC has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and expertise to perform the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the CTHC and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. The period of this AGREEMENT shall be as indicated on the face page hereof. Should funding exceed the funding amount designated on the face page hereof, this AGREEMENT may be suspended until funding becomes available. In such event the COG shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. The CONTRACTOR shall perform all services to the satisfaction of the CTHC. The CONTRACTOR may not enter into subcontracts for the performance of work pursuant to this AGREEMENT without the written consent of the CTHC and shall provide services and meet the program objectives summarized in the Work Plan and Reporting (Appendix A) in accordance with: provision of the AGREEMENT; relevant laws rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates and licenses for an activity or program.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the CTHC Chairman any appropriate documentation as required by the Payment and Reporting Schedule (Appendix B) and by CTHC fiscal guidelines, in a manner acceptable to the CTHC.
- B. The CTHC shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix B). The CTHC shall pay the CONTRACTOR, in consideration of contract services a sum not to exceed the amount noted on the face page hereof. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the CTHC and the CONTRACTOR.
- B. The CTHC may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

- C. The CTHC may terminate this AGREEMENT without cause by ninety days prior written notice.
- D. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the CTHC.
- E. The CTHC shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the CTHC be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the CTHC and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer or employee of the CTHC nor make any claim, demand or application to or for any right based upon any different status.

V. Representations and Warranties

- A. This AGREEMENT cannot be assigned, transferred, conveyed, sublet or otherwise disposed of in any way without previous consent in writing by the CTHC to the CONTRACTOR.

The parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

\_\_\_\_\_  
CTHC Chairman Signature

\_\_\_\_\_  
CONTRACTOR Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Appendix A – Work Plan and Reporting**

CONTRACTOR deliverables are as follows:

1. Attend the meetings of the following boards on the attached schedule (APPENDIX C), and other such board meetings as may be determined by mutual agreement between the CTHC circuit rider and the CONTRACTOR, and report to the CTHC circuit rider on the needs identified in item 2 below:
  - 1) Town of Harrisburg
  - 2) Town of Martinsburg
  - 3) Town of Montague
  - 4) Town of Pinckney
  - 5) Village of Port Leyden
  - 6) Town of Rodman
  - 7) Town of Turin
2. Report technical assistance and training needs of local officials to the COG circuit rider which relate to:
  - technical assistance questions of local officials,
  - community development and funding needs,
  - community land use planning and zoning needs, and
  - training sessions meeting the needs and interests of CTHC local officials.
3. Communicate COG announcements and reports prepared by the CTHC circuit rider at meetings attended in item 1 above.
4. The CONTRACTOR shall report to the CTHC circuit rider within 48 hours of any meeting attended to relay information and/or request assistance on matters of immediate concern to the community, and to report on the time spent. This report shall be done electronically, via telephone, or in person, with meeting summaries submitted in an email or Word document before the last day of the month.

## **Appendix B - Payment and Reporting Schedule**

1. The CONTRACTOR shall be paid \$18.00 per hour for time spent traveling from the CONTRACTORS home base to each meeting attended as indicated in Appendix A, time at spent at the meeting and return to their home base, and for time spent preparing and submitting the meeting report.
2. The CONTRACTOR shall be reimbursed at the annually designated New York State rate per mile for travel to and from their home base for meetings attended as indicated in Appendix A.
3. The CONTRACTOR shall submit all vouchers for hourly work and mileage to the CTHC Chairman within 90 days of providing the service.

## **Appendix C – Meeting Schedule (subject to change)**

1. The Town of Turin meets the second Monday of each month at 6 pm
2. The Town of Pinckney meets the second Tuesday of each month at 6:30 pm
3. The Town of Montague meets the second Tuesday of each month at 7 pm

4. The Town of Rodman meets the second Wednesday of each month at 7 pm
5. The Village of Port Leyden meets the third Monday of each month at 6 pm
6. Town of Harrisburg meets the third Tuesday of each month at 7 pm
7. Town of Martinsburg meets the third Wednesday of the month at 7 pm