

CONTRACT FOR SUMMER YOUTH RECREATION
2014

THIS AGREEMENT, made as of the February 10th, 2014 by and between the TOWN OF NEW PALTZ, a governmental subdivision of the State of New York maintaining its offices at 1 Veterans Drive, P.O. Box 550, New Paltz, New York, 12561, hereinafter referred to as the "Town;" and YMCA OF KINGSTON AND ULSTER COUNTY, a not-for-profit corporation maintaining its offices at 507 Broadway, Kingston, Ulster County, New York, 12401, hereinafter referred to as the "YMCA."

WHEREAS, YMCA is not-for-profit community based organization providing social, health, physical education and recreation services to the County of Ulster and, in particular, to residents of the Town of New Paltz; and

WHEREAS, the Town of New Paltz is authorized to enter into agreements with private, non-profit organizations in order to administer, conduct or participate in programs relating to the general welfare of the inhabitants of the Town of New Paltz; and

WHEREAS, the Town of New Paltz desires to enter into an agreement with the New Paltz Central School District (hereinafter referred to as the "School District") for the acquisition of suitable space and facilities at the Lenape School, Eugene L. Brown Drive, New Paltz, New York and to enter into an agreement with the YMCA for the purpose of the YMCA providing YMCA summer camp recreation services to the residents of the Town of New Paltz and by doing so enhance the general welfare of the Town's inhabitants;

NOW, THEREFORE, in consideration of the mutual covenants herein contained it is hereby agreed as follows:

1. SERVICES PROVIDED BY THE YMCA. Throughout the term of this agreement, the YMCA shall provide the summer camp services outlined generally on the attached "Schedule A" at the Lenape School location acquired for such purpose by the Town.

2. FINANCIAL SUPPORT. The Town shall assume responsibility for the payment of amounts necessary to acquire and utilize the location and facilities at the Lenape School and other support as detailed on attached "Schedule A" for the effective conduct of this agreement.

3. PERSONNEL TRAINING AND EXPERIENCE. The YMCA will provide or contact for the necessary personnel for the efficient management of services to be provided to the Town.

4. LEVEL OF SERVICE. YMCA agrees that all services shall be performed in a safe, courteous and prompt manner consistent with acceptable standards.

5. MAINTENANCE AND INSPECTION OF RECORDS. YMCA agrees that it shall maintain complete and accurate records of services provided to the Town pursuant to this agreement and agrees further that it shall file annually with the Town, or at such more frequent periods as may be required by the Town, a financial report of income and expenses, assets and liabilities for the term of this agreement in form and content reasonably required for inspection and/or audit by the Town.

6. OVERSIGHT. The Town of New Paltz Recreation Director will have oversight authority over the YMCA summer camp services. The YMCA will consult with the Town of New Paltz Recreation Director for approval of any changes in programming, any unanticipated needs of the program and on any emergency situations

or protocols. The Town of New Paltz Recreation Director has the authority to consult with the Town's Summer Recreation Parent Advisory Committee, The Town Supervisor, The Town of New Paltz Pool Director and The Town Board as needed.

6. TERM. This agreement shall be for the summer program months to commence as of June 25, 2014 and to conclude on August 22, 2013. At the conclusion of the term, unless this agreement is renewed, neither party shall have any further obligation to the other, but this shall not relieve a party from concluding obligations which were incurred or accrued prior to the end of the term.

7. PUBLIC LIABILITY AND PROPERTY DAMAGE: The YMCA shall furnish the Town and the School District with a comprehensive liability insurance policy, naming the Town and the School District as additional insured, as their respective interests may appear, insuring the Town against liability for damage to person or property with limits of not less than \$1,000,000/\$5,000,000 for bodily injury or death and limits of not less than \$1,000,000 for property damage, which policy shall not be cancelable without ten (10) days prior written notice to the Town and which shall be in effect during the entire term of this agreement.

8. CONTRACT CONTINGENCIES: This contract and each respective party's obligations hereunder is expressly contingent upon the Town Board securing from the New Paltz Central School District an agreement upon terms satisfactory to the Town for the acquisition of appropriate and adequate space at Lenape School, Eugene L. Brown Drive, New Paltz, New York for the conduct of the Town's summer recreation program for 2013. In the event that the foregoing contingency is not fulfilled prior to the commencement of the term of this agreement, either party shall be entitled to cancel this

agreement by giving written notice to the other that such contingency has not been fulfilled and upon the giving of such notice, this contract shall be deemed cancelled and shall be null and void and thereafter neither party shall have any other, further or different obligation to the other.

9. NO ASSIGNMENT. Neither party may assign this agreement nor shall either party assign any of its obligations to perform hereunder, it being the understanding and agreement between the parties that this agreement and the services and other obligations to be performed hereunder constitutes a contract with the municipal government for specialized services.

10. NOTICES. Any notice required to be given to either party pursuant to this agreement shall be in writing and delivered in person or mailed by certified mail, return receipt requested, addressed to the Supervisor of the Town of New Paltz, and to the YMCA, respectively, at the mailing address set forth at the beginning of this agreement.

11. COMPLIANCE WITH LAWS. This Agreement is intended to comply in all material respects with the laws and regulations governing municipal agreements with respect to the services here contracted for and shall be governed by the laws of the State of New York and by the United States of America.

12. INVALIDITY OF PROVISION. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

SCHEDULE A:

The YMCA will provide:

Registration and collect all fees;

Four (4) - Two (2) Week Camp Sessions between June 24th and August 16th for a cost of:

\$200 per two (2) week session for residents living within the municipal boundary of the
Town of New Paltz, and;

\$230 per two (2) week session for those living outside the municipal boundary of the
Town of New Paltz.

Before and after camp care at the following rates:

Before only: \$55.00 per two (2) week session

After Only: \$55.00 per two (2) week session

Before and after \$90.00 per two (2) week session

Transportation for all field trips, which will be at least one (1) per two (2) week session.

The Town of New Paltz shall provide:

Lease fee for Duzine Elementaryschool

Transportation to and from Lenape Elementary to Morriello Pool three (3) times per
week weather permitting for a cost not to exceed \$5600.00

13. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or any authorized representative of each party.


14. HEADINGS. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first above written.

TOWN OF NEW PALTZ

YMCA of Kingston and Ulster County

By: _____
Susan Zimet, Supervisor

By:  _____
Print Name: Heidi G Kirschner
Print Title: CEO/President YMCA of
Kingston and Ulster County

The foregoing Agreement was approved by the Board of Directors, of the YMCA, on February 10, 2014, and by the Town Board, of the Town of New Paltz, on _____, 2014.

CC: NPCSD