

MEMORANDUM OF AGREEMENT (MOA) BETWEEN
TOWN OF NEW PALTZ
AND THE COUNTY OF ULSTER

I. PURPOSE

This Memorandum of Agreement (the “Agreement”) is entered into by and between Town of New Paltz, with principal offices located at 3 Veterans’ Drive, New Paltz 12561 (the “Owner/Operator”) and the County of Ulster, a municipal corporation and a county of the State of New York, principal place of business located at 244 Fair Street, Kingston, New York 12401 (the “County”) (each, a “Party;” together, the “Parties”), to establish the conditions, roles and responsibilities of the parties in regard to operating a Point of Dispensing (“POD”) for the dispensing of COVID-19 vaccinations to the public, at Community Center (the “Premises”) on 5/24/2021 (“POD Date”).

II. BACKGROUND

Due to the current emergency and exigent circumstances caused by the COVID-19 pandemic, the County requires locations throughout the county capable of processing residents for mass vaccinations. The Premises has been identified as one such location.

On March 20, 2020, the Federal Emergency Management Agency (“FEMA”) issued a Major Disaster Declaration for New York State, beginning on January 20, 2020, relating to the exigent and emergency circumstances created by the COVID-19 pandemic. The County intends to seek reimbursement for the services provided under the Agreement from the Federal Emergency Management Agency (“FEMA”) Public Assistance Program.

III. RESPONSIBILITIES

A. The Owner/Operator shall:

- i. allow the County to use the Premises on the POD Date as a POD for the County to administer COVID-19 vaccinations to eligible community members.

B. The County shall:

- i. provide personnel, volunteers and vaccinations for the POD.
- ii. be responsible for the set up and break down of all equipment and materials used by the County at the Premises for the vaccination of community members.
- iii. provide medical treatment, as necessary, to community members who require it due to receiving the COVID-19 vaccine.
- iv. be responsible for the set up and break down of all equipment and materials used by the County at the Premises for the vaccination of community members.
- v. leave the portions of the Premises used for the POD in a clean condition.

IV. INDEMNIFICATION

Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the performance of its obligations pursuant to this Agreement, that either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees or agents.

VII. INSURANCE

Each Party shall furnish to the other Party proof of insurance, as set forth in Schedule A which is attached hereto and is hereby made a part of this Agreement. The Parties shall continue this insurance until termination/expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

By: _____
Neil Bettez, Supervisor - -Town of New Paltz

By: _____
John Milgrim, Director of Preparedness – County of Ulster

Date: _____

Date: _____

SCHEDULE A
COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

Each Party shall file with the other Party, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holder" shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If the insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, a new certificate indicating the replacement policy information as requested above. Each Party shall provide the other Party with thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

WORKERS' COMPENSATION AND DISABILITY INSURANCE

Each Party shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If a Party is not required to carry such insurance, the Party must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, the Parties must provide one of the following forms:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" **or**
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund **or**
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Firm is self-insured **or**
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group **or**
- Form GSI-12 – "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Firm is self-insured.

If the Party is not required to carry WC coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), the Parties must provide one of the following forms:

- Form DB-120.1 – "Certificate of Insurance Coverage Under the NYS Disability Benefits Law" or
- Form DB-155 – "Compliance with Disability Benefits Law" issued by the Self-Insurance Office of the Workers' Compensation Board if the Firm is self-insured.

If the Party is not required to carry DB Insurance coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

COMMERCIAL GENERAL LIABILITY INSURANCE:

It shall be the responsibility of the Parties to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.
- Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. "Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.