

SIGNATORY SHEET
AGREEMENT FOR JOB TRAINING

THIS AGREEMENT is entered into by and between **the ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, Kingston, New York 12401 (the "UCEDA"), and **ELLENVILLE FIRST AID AND RESECUE SQUAD, INC.** a non-for-profit 501(C)(3) corporation with offices located at 1 Webster Street, Ellenville, New York 12428 (the "Service Provider")

WHEREAS, Ulster County Executive Michael Hein has identified the disproportionate negative impact to the Ellenville/Wawarsing area as evidenced by the local unemployment rate in part due to the loss of manufacturing jobs to overseas competition, the closing of the Nevele Resort and the lack of local funding to invest in the necessary infrastructure, incentives, cultural and recreational attractions and needed marketing to encourage private sector investment and job creation; and

WHEREAS, in the 2015 State of the County Address, the County Executive announced the Ellenville Million dedicated one million dollars in County funding to support projects that will enhance economic development in Ellenville and Wawarsing; and

WHEREAS, training services are needed to assist certain Ellenville and Wawarsing residents to become job ready; and

WHEREAS, the Firm is a not-for-profit 501(C) (3) corporation which provides emergency medical services to the residents and visitors of the Ellenville/Wawarsing areas; and at the present time, is facing difficulty in recruiting a certified paramedic whose position as such would be a vital addition to their team in both the Advanced Life Support Ambulance agency and the Basic Life Support component of the Firm's organization;

WHEREAS, the Board of Directors of the UCEDA has met and agrees funding this training/education is within the enumerated purposes of Section 1141 of New York Not-For-Profit Corporations Law which applies to Local Development Corporations; and

WHEREAS, the UCEDA has agreed to engage the Firm, and the Firm has agreed to contract with the UCEDA to provide training for a qualified individual in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties agree that the Service Provider shall employ 1 individual(s) and provide Training as stated in this Agreement. Individual(s) included under this Agreement are: Jody Krom. In consideration for the services to be provided by the Service Provider for the period beginning 05/1/19 and ending 2020. The Service Provider will receive an amount not to exceed \$7,734.00, such amount to be paid as set forth in the attached terms and conditions.

ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.:

SERVICE PROVIDER:
Ellenville First Aid and Rescue Squad, Inc.

Name: Julie Cohen Lonstein
Title: Chair, Ulster County Economic Development Alliance, Inc.
Date: _____

Name: Thomas J. Briggs
Title: President, Ellenville First Aid and Rescue Squad, Inc.
Date: _____

AGREEMENT FOR JOB TRAINING TERMS AND CONDITIONS

JOB DESCRIPTION

The primary goal of this position is to provide paramedic services. Responsibilities and tasks include, but not limited to: Responding to calls for medical help outside of a hospital, providing emergency care for patients who are being moved from an existing injury situation to a hospital or being transferred from one hospital to another during which time emergency tasks may include resuscitation, the prevention of shock, the administration of CPR or AED, providing intravenous medication, drugs and oxygen.

The position shall be part time consisting of approximately 12 to 24 hours per week.

TERMS

1. The Service Provider's fee for Services to be provided pursuant to this Agreement shall not exceed **SEVEN THOUSAND SEVEN HUNDRED THIRTY-FOUR AND 00/100 (\$7,734.00) DOLLARS.**
2. The Service Provider shall require the Individual to apply for a Certificate of Residence from the County of Ulster in order to obtain a resident tuition rate.
3. The Service Provider shall submit a properly certified invoice from Westchester County Community College showing payment in full. Said invoice must contain, or have attached, sufficient supporting detail as reasonably required by the UCEDA to verify the claim.
4. The UCEDA shall verify with the Ulster County Department of Finance, the resident tuition rate granted to the Individual as a result of the Individual's application for a Certificate of Residence.
5. Upon such verification, the Individual's completion of the program at Westchester Community College, and submission of appropriate proof of Paramedic certification, the UCEDA shall reimburse the Service Provider with funds equal to the balance of the tuition fee remaining after the discounted tuition amount is applied under the Certificate of Residence.
6. In no event shall claims be submitted in advance or accrued prior to expenditure.
7. The UCEDA will remit payment to the Firm within sixty (60) days of approval of the invoice by the UCEDA Board.

GENERAL PROVISIONS

1. Either party may terminate this Agreement at any time by giving thirty (30) days' notice in writing to the other party. In addition, the UCEDA has the authority to terminate this Agreement at any time for non-performance on the part of the Service Provider. After the expiration or termination date or any

extension thereof, the Service Provider shall have no obligation under this Agreement except as to commitments which extend beyond the expiration or termination date.

2. This Agreement may be modified at any time with concurrence of the UCEDA, the Service Provider and the Individual.
3. The Service Provider shall indemnify and hold harmless the UCEDA, its' agents, officers, and employees, from all claims, demands, causes of action and judgments arising out of injuries to persons and property of whatever kind and nature as a result of the furnishing of the services provided in this Agreement. The Service Provider shall provide, at his own expense for the life of the Agreement, General Liability Insurance Coverage with minimum limits of \$2,000,000 (two million dollars) aggregate. The UCEDA shall be named as additional insured on the General Liability Insurance policy. The Service Provider shall also provide to the UCEDA a Certificate of Insurance certifying that General Liability Insurance and Worker's Compensation Insurance is and will be in full force and effect for the life of the Agreement. The Certificate of Insurance shall be provided to the UCESDA naming the UCEDA as the Certificate Holder prior to the commencement of the Agreement.

The Service Provider shall indemnify and hold the UCEDA harmless from and against any losses which might be incurred by the UCEDA as a result of the disallowance of any costs or expenses under the Agreement after audit.

In the event any such costs or expenses are disallowed after an audit thereof, the Service Provider agrees to reimburse the UCEDA for any such disallowed costs or expenses within ten (10) days after receiving written notice of such disallowances.

4. In the event that the Individual terminates his training prior to completion and is not replaced within sixty (60) days, the Agreement will become void.
5. The Service Provider shall be required to employ the Individual within sixty (60) days after receipt of his Paramedic Certification, unless otherwise specified in this Agreement.

ASSURANCES AND CERTIFICATIONS

The Service Provider assures and certifies that:

1. The Service Provider shall reimburse the Individual's cost of tuition for attending the Spring 2019/2020 Paramedic Training Program at Westchester County Community College (hereinafter the "Training").
2. It is the Service Provider's intention to hire the Individual for the position of paramedic upon completion of the Paramedic Training Program at Westchester County Community College.
3. The Training will take place prior to the Individual's employment as a paramedic.
4. No currently employed workers will be displaced by the Individual, including partial displacement such as a reduction in the hours, wages, or employment benefits.

5. This Agreement does not infringe in any way upon the promotional opportunities of current employees not involved in this Agreement.
6. Service Provider will comply with all applicable employment-related federal, state and local laws and regulations.
7. The Training will not impair an existing contract for services for collective bargaining agreement, and/or that no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and the Service Provider.
8. No member of the Individual's immediate family will directly supervise the Individual, nor will the Individual supervise an immediate family member. For the purpose of this Agreement, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or persons bearing the same relationship to the Individual's spouse.
9. The Individual(s) will not be:
 - Employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship, or
 - Required to participate in political activities.
10. Service Provider possesses the legal authority to participate in this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the Service Provider's governing body, authorizing participation in this agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Service Provider to act in connection with the Agreement and to provide such additional information as may be required.
11. Service Provider will comply with the non-discrimination and equal opportunity provisions of: Section 188 of the Workforce Innovation and Opportunity Act ; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to applicable requirements imposed by or pursuant to regulations implementing those laws.

Service Provider further assures that it will further comply with all provisions of Section 296 of the Executive Law of the State of New York, and all State laws proscribing discrimination on grounds of age, race, creed, color, national origin, sex, disability, or marital status.

12. Service Provider will give the UCEDA, through any authorized representative, the access to and the right to examine all records, books, papers, or documents related to this Agreement.
12. Appropriate standards for health and safety in work and training situations will be maintained.
13. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the Service Provider.

- 14. The Training will not result in the displacement of employed workers or impair existing contracts for services.
- 15. The Training will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.
- 16. The Service Provider certifies that the information in this agreement is correct to the best of its knowledge and belief, and that the filing of this application has been duly authorized.

Signature

Date

DRAFT