

# A G R E E M E N T

**THIS AGREEMENT**, by and between the COUNTY OF MONTGOMERY, a municipality of the State of New York, with principal offices located at 20 Park Street; Fonda, NY 12068; hereinafter called the "County" and, Eastern Med, LLC, hereinafter called the "Contractor";

1. **TERM:** 3 Year Agreement (Effective Jan. 1, 2022 – December 31, 2024)
2. **SCOPE OF SERVICES:** Please see attached agreement dated June 24, 2021.
3. **COMPENSATION:** In full and final satisfaction of all services and expenses required and requested pursuant to this contract, the County hereby agrees to pay the Contractor the following:  
\*\*Please see the attached agreement dated June 24, 2021.

Invoices shall be paid in accordance with the County's regular payment schedule.

4. **ASSIGNMENT:** The Contractor agrees that the Contractor shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or the Contractor's responsibility to perform under this contract or the Contractor's right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to the Contractor thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County.
5. **INDEPENDENT CONTRACTOR:** The Parties agree that the Contractor is engaged as an independent contractor to the County. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership, joint venture, or any other fiduciary relationship. The Contractor is not, shall not, and has no authority to act as an agent or representative of the County and has no authority to bind the County in any manner. The Contractor shall make no claim for, nor shall be entitled to, Workers' Compensation coverage, medical and unemployment benefits, Social Security, or retirement membership benefits from the County. The Contractor further agrees that the County shall not be liable for any payroll deductions, including but not limited to, U.S. Social Security taxes, Federal and/or State withholding taxes. Contractor agrees to accept exclusive responsibility and liability for complying with all applicable state and federal laws, and all codes, regulations, statutes, and ordinances governing self-employed individuals including, without limitation, obligations regarding payment of quarterly taxes, social security, disability, and any other contributions based on the fees paid to the Contractor under this Agreement. Contractor agrees to reimburse, indemnify, defend, and hold harmless the County to the extent that the County becomes obligated to pay any of the above taxes, contributions, or payments, or to the extent the County incurs any similar liabilities.
6. **HOLD HARMLESS:** To the extent caused by the Contractor, the Contractor shall indemnify, defend, and hold harmless the County, its affiliates, agents, officers, directors, and employees from

any and all claims, liability, demands, losses arising out of injury to property or persons, including death, any causes of action, damages, lawsuits judgments, and any claim based on any statute, law, ordinance, code, or regulation arising out of, relating to, or sustained in connection with the Contractor's provision of services under this Agreement. This includes any and all attorneys' fees costs and expenses associated with the foregoing.

7. **LIABILITY:** The County shall not be liable to the Contractor for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the Contractor has been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, and any and all other torts.
8. **INSURANCE:** The Contractor agrees to obtain and maintain Workers Compensation and General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits of \$1,000,000 per incident.

The required insurance policies must be endorsed to include the County as an additional insured on a primary non-contributory basis with a waiver of subrogation. The Certificate of Insurance Holder shall be:

Montgomery County  
20 Park St  
Fonda, NY 12068

Also, these policies must include the provision that the issuing company(s) will notify the Certificate of Insurance Holder by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation, or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall also notify the Certificate of Insurance Holder thirty days prior to the renewal of the policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the County. If Contractor's insurance is claims made, they must keep it in place for at least six years after the completion of the contract. If insurance is on a claims made basis the Contractor shall provide proof of coverage through the termination of any applicable statute of limitations.

9. **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State, and County laws, rules, regulations, and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages, and human rights.

10. **LICENSES AND PERMITS:** The Contractor hereby agrees that the Contractor will obtain at his own expense those licenses or permits for the work performed under this contract that are applicable to the Contractor, if any are necessary, prior to the commencement of work.
11. **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof. In no instance will the County be obligated to make payments that are not appropriated and budgeted. Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or are otherwise unavailable to the County for payment.
12. **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
13. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
14. **CONFLICT:** In the event of any conflict between this Agreement and any other document, including exhibits, the terms of this Agreement shall prevail.
15. **ENFORCEMENT:** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
16. **VENUES AND DISPUTES:** The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Montgomery County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Contractor shall proceed diligently with performing the terms of this Agreement. The Contractor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence

giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

17. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York.

18. **NON-DISCRIMINATION:** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation in terms, conditions or privileges of employment or make any inquiry into prospective employment which expresses, indirectly or directly any limitation specification or discrimination based on the foregoing characteristics.

19. **SEXUAL HARASSMENT:** The Contractor has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees in compliance with Department of Labor regulations.

20. **MISCELLANEOUS:**

- a. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.
- b. Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.
- c. If any provision or provisions of this Agreement shall be held unenforceable by a Court of competent jurisdiction for any reason, then such provision shall be

modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

- d. A failure or delay in exercising any right, power or privilege with respect to this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege
- e. This Agreement may not be assigned by the Contractor unless agreed to, in writing, by the County.
- f. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.
- g. This Agreement may not be assigned by the Contractor.
- h. Any modifications or amendments to this Agreement must be in writing, duly executed by both Parties, and shall be attached to and become part of this Agreement.
- i. In the event of a conflict between this Agreement and any exhibit, this Agreement shall take precedence.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF MONTGOMERY

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Matthew L Ossenfort  
Montgomery County Executive

\_\_\_\_\_

DATED: \_\_\_\_\_

By: \_\_\_\_\_