

Office for the Aging, NUTRITION SITE AGREEMENT
January 1, 2020– December 31, 2022 (III C1)
DUK - 01-20

OFA SENIOR NUTRITION SITE AGREEMENT

This Agreement is hereby made to commence at 12:01:01 a.m. on the **1st day of January 2020** and to terminate at 11:59:59 p.m. on the **31st day of December, 2022** by and between **NIAGARA COUNTY, N.Y.** (hereinafter referred to as the "OFFICE"), acting through its agent, **THE OFFICE FOR THE AGING** (hereinafter referred to as "OFA"), whose administrative offices are located at 111 Main Street, Suite 101, Lockport, NY 14094, and **John Duke Senior Center** located at 1201 Hyde Park Blvd, Niagara Falls NY 14301 (hereinafter referred to as the " CENTER").

WITNESSETH:

WHEREAS, the OFFICE has received funding from the Older Americans Act and the New York State Office for the Aging to administer a meals program in Niagara County, and

WHEREAS, the CENTER has suitable space and is willing to perform the services referenced herein.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I
NIAGARA COUNTY OFFICE FOR THE AGING RESPONSIBILITIES ARE AS FOLLOWS:

- Provide Certificate of Insurance.
- Keep the premises neat and clean at all times.
- Obtain and keep current all appropriate Health Department permits.
- Provide, maintain, repair and replace all program equipment.
- Provide adequate liability insurance for its program, employees and equipment.
- Provide staff to operate and supervise the meal site to ensure the effective provision of meals to seniors participating in the the program.
- Provide adequate paper products, dishwashing detergent, sanitizer, hand washing soap, garbage liners, etc for program oper ations.
- Provide proper clean up of tables, chairs, kitchen, etc. after each day's program, leaving area in same condition as found upon entering.
- Spot sweep the kitchen and dining room floors daily to address issues that occur during use of the area.
- Clean up spills as needed that occur during the program.
- Gather garbage created by the program and put in facility provided recepticles for disposal.

SECTION II
JOHN DUKE SENIOR CENTER RESPONSIBILITIES ARE AS FOLLOWS:

Provide adequate space solely for the purpose of operating a Federal Title IIIC meals program in accordance with regulations established by the Federal Government, the New York State Office for the Aging and any other regulating authority. Any change in that spece must be agreed to in advance by both parties.

Said space shall be the access to and use of the kitchen and dining facilities located at the CENTER from 10:00 am – 1:00 pm according to the schedule below:

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- **Days of operation: Monday through Friday (subject to change d/t holidays)**

Use of the facilities will include housing of the food service equipment belonging to the OFFICE.

CENTER responsibilities are as follows:

- Shall provide all utilities
- Shall provide adequate janitorial services including garbage cans to maintain toilet facilities and cleanliness of the dining and kitchen areas.
- Shall agree to provide the use of all dining room equipment required to operate the congregate dining program, including but not limited to tables, chairs, etc, and all kitchen equipment required to operate the dining program, including but not limited to sinks, preparation areas, coffee makers, and major appliances.
- Shall provide trash cans and removal of daily waste
- Shall provide snow removal from sidewalks and driveways
- Shall maintain the building
- Shall provide handicapped access to the meal site
- Shall provide any necessary fire insurance. A copy of the insurance must be submitted to the OFFICE prior to agreement inception
- All fire inspections and drills shall be conducted as required by the local fire department.
- Copies of all fire department inspections must be submitted to the Niagara County Office for the Aging upon request.

BOTH PARTIES AGREE AS FOLLOWS:

That either party may terminate this agreement with sixty (60) days notice in writing to the other party. The parties agree that this Agreement shall terminate automatically upon default in funding by the New York State Office for the Aging.

That both parties to the Agreement agree to comply with all Federal, State of New York and County local laws, codes, statutes, ordinances, rules and regulations relating to all matters contained within this Agreement.

That both parties will comply with Title VI of the Civil Rights Act of 1964, Federal Executive Orders 11246 and 11375 pursuant to the provisions of Equal Employment Opportunity on the basis of merit and without discrimination because of race, color, religion, sex or national origin, in the implementation of the Older Americans Act of 1965, as amended.

That both parties agree to comply with Article 15 of the New York State Executive Law and the Governor's 1960 Code of Fair Practice and all requirements imposed or issued thereto.

Any renovations to the facility required by Niagara County for the proper operation of a congregate dining site will be performed by the Lessor and become the property of the Lessor.

Any equipment purchased and installed at the site by Niagara County shall remain the property of Niagara County, which shall retain the option, at the termination of its program at said site, of removing the equipment and

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restoring the facility to its original condition, or of negotiating with the CENTER to transfer ownership of said equipment.

CENTER agrees, to maintain and provide proof of sufficient insurance coverage in type and amount to comply with New York State Law for a facility of its kind and to meet minimum specifications to protect the County's interest.

CENTER agrees to notify the OFFICE, in writing, of any cancellation of its insurance coverage.

CENTER and OFFICE hereby acknowledge that Niagara County is self-insured for public liability and property damage liability coverage, as well as NYS Worker's Compensation coverage. The foregoing public liability and property damage coverage shall have a combined single limit of \$500,000 per occurrence.

Any notice or other communication required or permitted hereunder shall be in writing and delivered personally, by courier service or mailed by Registered or Certified Mail return receipt requested, postage prepaid, addressed as follows or to such other address as a party shall specify for this purpose in a notice given in the same manner:

To: Niagara County:
c/o Claude A. Joerg
Niagara County Attorney
175 Hawley Street
Lockport, New York 14094

To: John Duke Senior Center
1201 Hyde Park Blvd
Niagara Falls NY 14301

Notices given pursuant to this section shall be deemed to have been received by a party: (a) if personally delivered or sent by courier service, upon delivery to the applicable address for such party as provided above; or (b) if sent by Registered or Certified Mail return receipt requested, three (3) days after the notice was mailed to the applicable address for such party as provided above.

IN WITNESS WHEREOF, the parties hereto have hereby set their hands and seals to be made effective the first date of this agreement:

By: R. Wye Jr.
Chairman, Niagara Co. Legislature

By: _____
John Duke Senior Center

APPROVED AS TO FORM
NIAGARA COUNTY ATTORNEY

