

## **AGREEMENT**

THIS AGREEMENT made as of the 1st day of January, 2020, by and between the **NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES**, with offices at 20 East Avenue, P.O. Box 506, Lockport, New York 14095-0506, acting on behalf of the **NIAGARA COUNTY YOUTH BUREAU** (hereinafter referred to as the "COUNTY") and the **CITY OF NIAGARA FALLS**, with offices at 745 Main Street, P.O. Box 69, Niagara Falls, NY 14302-0069 (hereinafter referred to as the "MUNICIPALITY".)

### **WITNESSETH:**

WHEREAS, the Municipality has offered to perform certain services for the Niagara County Youth Bureau, namely the Niagara Falls Youth Board Recreation program (hereinafter referred to as the "PROJECT".)

NOW, THEREFORE, it is mutually agreed by and between the Municipality and the County as follows:

#### **SECTION 1. SCOPE OF PERFORMANCE**

A. The Municipality agrees to provide, in a professional and workman-like manner and to the satisfaction of the County, a Youth Development program that shall:

1. Provide 400 youth with daily recreational activities at pools and playgrounds during the months of June, July and August.
2. Provide Night Gym during winter months for 350 youth.
3. Host special events throughout the year for 1200 youth and their families.

B. Performance of the services by the Municipality called for by this Agreement shall be subject to supervision by the Niagara County Youth Bureau as follows:

1. The Municipality shall provide to the Youth Bureau such reports as the Youth Bureau shall deem necessary and in the number requested. Requests for reimbursement will not be approved by the Youth Bureau unless all reports are received when due.

2. The Municipality shall provide to the County any financial records as deemed necessary for the purpose of performing a fiscal audit.
3. The Municipality shall submit with its quarterly reports the minutes or a summary of the minutes of Board meetings or meetings of citizen body responsible for the project.
4. The Youth Bureau shall have the authority to monitor and evaluate the Project covered by the Agreement, to have access to program, case, and fiscal records for the purpose of monitoring and evaluating and to take whatever action it deems necessary to accomplish the purpose of this Agreement.
5. The Municipality shall be bound by the line item budget of the Service Program, on file with the Youth Bureau. No change in the line item budget shall be made by the Agency unless approved by the Youth Bureau and the New York State Office of Children and Family Services.

The Municipality agrees that eligibility for participation in the service program shall not be based on creed, race, or national origin.

The Municipality shall acknowledge the financial support of the New York State Office of Children and Family Services through the Niagara County Youth Bureau in all its public relations materials.

## **SECTION 2. TERM OF AGREEMENT**

All work and services required pursuant to this Agreement shall be commenced January 1, 2020 and are to be completed by the date of December 31, 2020.

## **SECTION 3. FEE.**

- A. This agreement shall not take effect and payments hereunder shall not be made unless approval of the application to the New York State Office of Children and Family Services for aid for the Project is received. To be reimbursable, all expenditures by the Municipality must be made in accordance with the Program Budget on file with the Youth Bureau and as approved by the New York State Office of Children and Family Services.
- B. The County agrees to pay and the Municipality agrees to accept as full payment for the work and services performed pursuant to this Agreement a sum, which shall in no event exceed Twenty-four thousand dollars and 00/100 (\$24,000.00).

- C. The County will pay the Municipality the sum contracted for in installments upon submission by the Municipality of properly executed vouchers and/or receipts for expenses incurred, approved, and audited by the Niagara County Youth Bureau.
- D. In the event the amount of State Aid allocated to this Project is reduced, the contract amount will be reduced accordingly.

#### **SECTION 4. AUTHORIZED AGENT FOR THE COUNTY AND THE AGENCY**

- A. The County hereby designated the
  - (Title) Commissioner
  - (Address) 20 East Avenue, P.O. Box 506, Lockport, NY 14095-0506
- B. The Municipality hereby designates the
  - (Title) Mayor
  - (Address) 745 Main Street, P.O. Box 69, Niagara Falls, NY 14302-0069

Or its authorized representative in case of its absence as the authorized Agent of the County or the Municipality for receipt of all notices, demands, vouchers, other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered personally to the authorized agents designated herein. The County hereby reserves the right to designate other or additional authorized agents upon written notice to the Municipality that shall be signed by the authorized agent of the County.

#### **SECTION 5. INDEMNIFICATION**

The Municipality hereby agrees to indemnify and save harmless the County against any and all liability, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees, and expenses of whatever kind or nature which the County may directly or indirectly incur, suffer, or be required to pay by reason of the negligent acts or omissions of the Municipality. If a claim or action is made or brought against the County and for which the Municipality may be responsible hereunder in whole or in part, then it shall be notified.

## **SECTION 6. AUDIT**

The Municipality agrees that the County shall until the expiration of three (3) years after final payment have access to and the right to examine any directly pertinent books, documents, papers, and records of its and of any of its sub-contractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

## **SECTION 7. TERMINATION**

- A. If for any reason the terms of this Agreement are not adhered to, then the County may terminate the said Agreement upon written notice to the Municipality.
- B. If for any reason the Municipality fails to comply with New York State Office of Children and Family Services rules and regulations, then the County may terminate this Agreement upon written notice to the Municipality.

## **SECTION 8. PROHIBITION AGAINST ASSIGNMENT**

The Municipality agrees that it is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement of any of its contents, or of its right, title, or interest therein, or of its power to execute such Agreement of any other person or corporation without the previous consent in writing of the County.

## **SECTION 9. CONTRACT DEEMED EXECUTORY**

The Municipality specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose of the within Agreement and that no liability shall be incurred by the County beyond the monies available for the said purpose.

## **SECTION 10. EXTENT OF AGREEMENT**

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by his authorized agent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

### **NIAGARA COUNTY DEPT. OF SOCIAL SERVICES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Anthony J. Restaino  
Commissioner

Approved as to Form

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Vincent M. Sandonato  
Chief Counsel, NCDSS

### **CITY OF NIAGARA FALLS**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor