



NIAGARA COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
P.O. BOX 506  
LOCKPORT, NEW YORK 14095-0506

NIAGARA FALLS OFFICE  
P.O. BOX 865  
301 TENTH STREET  
NIAGARA FALLS, NY 14302-0865

*"We Help Families"*

February 15, 2024

Town of Pendleton  
Attn: Supervisor Joel Maerten  
6570 Campbell Blvd.  
Lockport, New York 14094

**Re: Recreation Program - 10/1/23-9/30/24**

Dear Supervisor Maerten,

Enclosed please find three copies of the Agreement for the above-specified services.

Please sign and date the documents where indicated. Return all of the documents to this office for processing. Upon signature by all parties concerned, a final copy of the Agreement will be returned to you for your records.

If I can be of any further assistance, please feel free to contact me at (716) 439-7653.

Very Truly Yours,

David J. Haylett

Encl.

## A G R E E M E N T

THIS AGREEMENT made as of the 1st day of October, 2023, 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 TOWN OF PENDLETON, with offices at 6570 Campbell Boulevard, Pendleton, NY 14094 (hereinafter referred to as the "MUNICIPALITY".)

### WITNESSETH:

WHEREAS, the Municipality has offered to perform certain services for the Niagara County Youth Bureau, namely the Town of Pendleton Summer 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 a six week camp for local youth ages 5 through early teens, which will offer the following individual and group activities are available: swim lessons, gym sporting contests, playground games, arts & crafts, educational presentations and field trips which include cultural and historical sites.
  2. Purchase quality sports equipment as a replacement for damaged equipment.
- 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.
6. The Municipality shall submit with its monthly reports the minutes or a summary of the minutes of Board meetings or meetings of citizen body responsible for the project.
7. 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.
8. 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 Municipality 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 October 1, 2023, and are to be completed by the date of September 30, 2024.

## 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 Two Thousand and 00/100 dollars (\$2,000.00) for Summer Recreation and Seven Thousand Eight Hundred Fifty and 00/100 dollars (\$7,850.00) for Sport Equipment.
- 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 MUNICIPALITY

- 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) Supervisor

(Address) 6570 Campbell Boulevard, Pendleton, NY 14094

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 AND INSURANCE

The Municipality agrees to defend and indemnify the County of Niagara, their officers, agents, and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Municipality, or its subcontractor or Licensee, under this contract; provided, however, that the Municipality shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County or the County's subcontractors or Licensees, over whom the Municipality has not authority or control.

The Municipality by agreeing to defend the County of Niagara as set forth above, agrees that if the County of Niagara receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this Municipality agrees to pay all attorney fees and expenses; the selection of such attorney to represent Niagara County shall be the sole and exclusive determination of Niagara County.

The Municipality further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department attached hereto as Schedule A. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Municipality's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the Niagara County Attorney and upon approval will be attached to this Agreement and become a part hereof.

#### 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. EQUIPMENT PURCHASES

The Office of Children and Family Services and Niagara County may specifically request

return of any equipment purchased pursuant to this Agreement. At the discretion of the Office of Children and Family Services and Niagara County, Contractor may retain custody of such equipment, provided it is used to benefit youth in youth service programs.

SECTION 11. 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 DEPARTMENT OF SOCIAL SERVICES

By \_\_\_\_\_  
Meghan T. Lutz  
Commissioner

Date \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
David Haylett Jr  
Chief Counsel, NCDSS

By \_\_\_\_\_  
Joel Maerten  
Supervisor

Date \_\_\_\_\_

## Schedule A

### Insurance and Certificate Requirements

Each and every contract, whether for professional services, vendors or contractors, must meet minimum insurance specifications in order to protect the County's interest and/or as evidence of compliance with New York State law.

**GENERAL REQUIREMENTS:** Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to the County of Niagara, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. The County of Niagara is defined as Niagara County, its agents, officers and employees.

A Certificate of Insurance acceptable to the County of Niagara must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by the County of Niagara.
- Name the certificate holder as County of Niagara, 111 Main Street, Suite 102, Lockport, NY 14094.
- Name the County of Niagara, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to the Niagara County Director of Risk Management, 111 Main Street, Lockport, NY 14094.
- Insurance carriers should be admitted in the State of New York, unless an exception is approved by Niagara County.
- The Certificate of Insurance shall be submitted to the Niagara County Office of Risk Management for compliance review, approval and retention at least thirty (30) days prior to the start of work.



**SPECIFIC INSURANCE REQUIREMENTS:** The following are the minimum insurance types, documentation and limits acceptable to the County of Niagara:

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**INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS**

<b>Coverage and Documents</b>	<b>Limits</b>
A. General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
B. Auto Liability	\$1,000,000 Combined Single Limit
C. Excess/Umbrella Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate
D. Workers' Compensation and Employers Liability (CE-200, C-105.2, or SI-I2)	Statutory Limits
E. Disability Benefits (CE-200, DB 120.1, DB-820/829 or DB-155)	Statutory Limits