

COUNTY OF NIAGARA CONTRACT

THIS CONTRACT entered into this 1st day October, 2024 by and between the County of Niagara, a municipal corporation created pursuant to the laws of the State of New York with offices at 175 Hawley Street, Lockport, New York 14094, hereinafter referred to as the “COUNTY”, and TOWN OF PENDLETON with an office at 6570 CAMPBELL BLVD, , LOCKPORT, NY, 14094, hereinafter referred to as the “CONTRACTOR/CONSULTANT”.

WITNESSETH, that the COUNTY and the CONTRACTOR/CONSULTANT, for the consideration hereinafter named, agree as follows:

Inconsistencies. To the extent of any inconsistencies between the terms and conditions of this Contract and the terms and conditions of Schedule A, the terms and conditions of this Contract shall prevail. All terms and conditions of **Schedule A** not inconsistent herewith shall remain in full force and effect.

ARTICLE 1. **TERM**. (Place an “X” next to applicable paragraph)

The term of this Contract shall be from year to year and shall be automatically extended each year unless either party notifies the other in writing 60 days prior to the expiration of preceding one (1) year term of its intent to terminate the Contract.

OR

The term of this Contract shall begin on the last date of the signatures below, and shall be effective for () years from the date thereof and shall renew automatically for successive terms of the same duration, unless either party notifies the other party in writing at least six (6) months prior to the renewal date of election to terminate this Contract.

OR

X This Contract shall be for a fixed term of twelve (12) months and shall conclude on [September] [30], 20[25], unless otherwise extended by mutual written agreement of the parties.

OR

The term of this contract shall begin on the last date of the signatures below, and shall be effective for () months from the date thereof, unless otherwise extended by mutual agreement of the parties.

ARTICLE 2. **WORK TO BE DONE AND CONSIDERATION THEREFOR**:

The COUNTY shall pay the hourly rate or sum certain to CONTRACTOR/CONSULTANT upon the completion of services as set forth in **Schedule “A”** annexed hereto and made a part hereof.

ARTICLE 3. **TIME OF COMPLETION**:

The services to be rendered under this Contract shall be performed on dates set forth in

Schedule "A". Time of performance is of the essence of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT:

The CONTRACTOR/CONSULTANT shall file an itemized voucher with the Purchasing Manager for the COUNTY and the COUNTY will pay the CONTRACTOR/CONSULTANT, as per Article 2 above, within forty-five (45) days after submission of said itemized voucher, together with any other documentation that the COUNTY deems necessary and appropriate. Any payments will be subject to confirmation that the services rendered hereunder shall be reasonably satisfactory to the named party in Article 15.

ARTICLE 5. CONTRACTOR/CONSULTANT'S INSURANCE:

The CONTRACTOR/CONSULTANT shall provide the COUNTY with a certificate of insurance in accordance with the requirements set forth in **Schedule "B"** annexed hereto.

ARTICLE 6. REPRESENTATIONS OF CONTRACTOR/CONSULTANT:

The CONTRACTOR/CONSULTANT represents and warrants:

- (a) That it is financially solvent and that it is experienced in and competent to perform the type of work in accordance with **Schedule "A"**; and
- (b) That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein.

ARTICLE 7. PERMITS AND REGULATIONS:

The CONTRACTOR/CONSULTANT shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

The COUNTY shall have the right to stop work or terminate the Contract if:

- (a) The CONTRACTOR/CONSULTANT is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (b) A receiver or liquidator is appointed for the CONTRACTOR/CONSULTANT or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
- (c) The CONTRACTOR/CONSULTANT refuses or fails to prosecute the work or any part

thereof with due diligence; or

- (d) The CONTRACTOR/CONSULTANT fails to make prompt payment to persons supplying labor for the work; or
- (e) The CONTRACTOR/CONSULTANT fails or refuses to comply with all applicable laws or ordinances; or
- (f) The CONTRACTOR/CONSULTANT is guilty of a substantial violation of any provision of this Contract;
- (g) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days' notice to the CONTRACTOR/CONSULTANT, terminate the employment of the CONTRACTOR/CONSULTANT and its right to proceed as to the work. In such case, the CONTRACTOR/CONSULTANT shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR/CONSULTANT hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR/CONSULTANT. If such expense exceeds such unpaid balance, the CONTRACTOR/CONSULTANT shall be liable to the COUNTY for such excess.

ARTICLE 9. DAMAGES:

It is hereby mutually covenanted and agreed that the relation of the CONTRACTOR/CONSULTANT to the work to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the CONTRACTOR/CONSULTANT, its agents, or employees have been negligent. The CONTRACTOR/CONSULTANT shall hold and keep the COUNTY free and discharged of and from any and all responsibility and liability of any sort or kind. The CONTRACTOR/CONSULTANT shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty. The CONTRACTOR/CONSULTANT shall make good any damages that may occur in consequence of the work or any part of it. The CONTRACTOR/CONSULTANT shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

ARTICLE 10. INDEMNITY AND SAVE HARMLESS AGREEMENT:

The CONTRACTOR/CONSULTANT shall provide the COUNTY with an indemnification and hold the COUNTY harmless in accordance with the requirements set forth in Schedule "C" annexed hereto.

ARTICLE 11. NO ASSIGNMENT:

The CONTRACTOR/CONSULTANT is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this Contract, or its power to execute this Contract, to any other person or corporation without the previous consent in writing of the COUNTY.

ARTICLE 12. REQUIRED PROVISIONS OF LAW:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. In particular, the CONTRACTOR/CONSULTANT shall, among other things, fully comply with:

- (a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (b) Affirmative action as required by the Labor Law.
- (c) Prevention of dust hazard required by Labor Law Section 222-a.
- (d) Preference in employment of persons required by Labor Law Section 222.
- (e) Eight-hour day as required by Labor Law Section 220(2).
- (f) Resolution IL-007-06 adopted by the COUNTY on August 6, 2006, requiring preference to professionals who maintain offices in Niagara County.
- (g) The Title VI (Civil Rights) Plan adopted by the COUNTY on June 20, 2017.
- (h) Section 103 of the General Municipal Law of the State of New York.
- (i) Comprehensive Purchasing Policy adopted by the COUNTY.

ARTICLE 13. PREVAILING WAGE RATES REQUIRED BY LAW (IF APPLICABLE):

- (a) The parties hereto, in accordance with the provisions of Section 220(3) of the Labor Law, hereby agree that there shall be paid each employee engaged in work under this Contract not less than the wage rate and supplements set opposite the trade or occupation in which he is engaged, as listed on **Schedule D** attached hereto and made a part of this Contract, which are the wage rates and supplements established as the prevailing rate of wages for the work covered by this Contract.

- (b) Labor classifications not appearing on the schedule of wages can be used only with the consent of the COUNTY and then the rate to be paid will be given by the COUNTY after being advised by the Department of Labor.
- (c) The CONTRACTOR/CONSULTANT shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the Contract, for the various classes of mechanics, workingmen, or laborers employed on the work.

ARTICLE 14. AUTHORITY FOR EXECUTION ON BEHALF OF THE COUNTY:

The County Manager or Chairman has executed this Contract pursuant to the County Comprehensive Purchasing Guidelines or a Resolution adopted by the COUNTY at a meeting thereof held on [Date of Resolution]. County Manager or the Chairman whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such a Contract on behalf of the COUNTY.

ARTICLE 15. NOTICES:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To COUNTY

Meghan Lutz
20 East Ave.
PO Box 506
Lockport, NY 14095
(716) 439-7602

To CONTRACTOR/CONSULTANT:
TOWN OF PENDLETON
6570 CAMPBELL BLVD
LOCKPORT, NY, 14094

ARTICLE 16. WAIVER:

No waiver of any breach of any condition of the Contract shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Contract or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 17. MODIFICATION:

This Contract constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 18. APPLICABLE LAW:

This Contract is governed by the laws of the State of New York.

ARTICLE 19. COUNTERPARTS:

This Contract may be executed in any number of counterparts, which shall together constitute one and the same Contract. Each Party agrees that signatures transmitted by facsimile or electronically shall be legal and binding and have the same full force and effect as if an original of this Contract had been delivered and hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature.

Schedule A

SECTION 1. SCOPE OF PERFORMANCE.

A. The Contractor 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 Contractor called for by this Agreement shall be subject to supervision by the Niagara County Youth Bureau as follows:

1. The Contractor 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 Contractor shall provide to the County any financial records as deemed necessary for the purpose of performing a fiscal audit.
3. The Contractor 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.
4. The Youth Bureau shall have the authority to monitor and evaluate the performance 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 Contractor 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 Contractor unless approved by the Youth Bureau and the New York State Office of Children and Family Services.

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

The Contractor 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, 2024, and are to be completed by September 30, 2025.

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 Contractor 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 Contractor agrees to accept as full payment for the work and services performed pursuant to this Agreement a sum, which shall in no event exceed FOUR THOUSAND AND 00/100 (\$4,000.00) DOLLARS.
- C. The County will pay the Contractor the sum contracted for in installments upon submission by the Contractor 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. AUDIT.

The Contractor 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 5. EQUIPMENT PURCHASES

The Office of Children and Family Services and Niagara County may specifically request return of any equipment, if any, 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, if any, provided it is used to benefit youth in youth service programs.

Schedule B

Contracted Services

Requirements for Contracted Services

Insurance and Certificate Requirements

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

INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS
for
Contracted Services

<u>Coverage and Documents</u>	<u>Limits</u>
A. General Liability (GL)	\$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 <i>CE-200, C-105.2, or SI-12</i>	Statutory Limits
E. Disability Benefits <i>CE-200, DB-120.1, DB-820/829 or DB-155</i>	Statutory Limits

Schedule B

Contracted Services

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.

Schedule C

INDEMNITY AND SAVE HARMLESS AGREEMENT

The Contractor/Consultant 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 Contractor/Consultant, or its sub contractor, under this contract; provided, however, that Contractor/Consultant 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 contractors, over whom Contractor/Consultant has no authority or control.

The Contractor/Consultant 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 contractor 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.