

THIS AGREEMENT, made this day of , 2024, BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY),

- and -

Town of Halfmoon, with a place of business at 2 Halfmoon Town Plaza, Halfmoon, New York 12065 (TOWN);

WHEREAS, Saratoga County Department of Aging and Youth Services is in need of a vehicle intended for transporting its senior citizens to and from medical appointments, shopping, and other appropriate destinations as needed; and

WHEREAS, pursuant to Resolution 195-2024 of the Saratoga County Board of Supervisors the COUNTY wishes to engage the services of TOWN, subject to the mutual conditions and covenants contained herein;

NOW, THEREFORE, the parties agree that:

1. The COUNTY will provide funding assistance in the form of a one-time grant in the amount of twenty-three thousand, seven hundred fifty dollars (\$23,750) to be applied toward the cost of purchasing such vehicle in accordance with County Specification. The town of Halfmoon will be responsible for the remaining amount of at least twenty five percent (25%) of the total cost
2. The COUNTY will pay the TOWN in accordance with the rates set forth in its proposal with a total not to exceed the sum of \$23,750, upon submission of a properly documented voucher.
3. The TOWN shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The TOWN and the COUNTY agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.
4. The TOWN shall not employ any COUNTY official or employee in connection herewith and shall adhere to the COUNTY's Code of Ethics.
5. The TOWN shall not assign or transfer any interest herein without prior written COUNTY approval.

6. a) TOWN shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the TOWN, any person, employed by the TOWN, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

b) TOWN shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/single injury and \$1,000,000/property damage and shall be subject to the approval of the County Attorney. The TOWN may utilize umbrella/excess coverage to achieve the limits required hereunder. The certificate holder must be listed as the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also name the COUNTY OF SARATOGA as additional insured and the TOWN shall provide the COUNTY with proof of such insurance in the form of an Additional Insured Endorsement Rider or other proof acceptable to County.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, TOWN shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the TOWN shall promptly pay or cause to be paid all premiums due thereon.

In the event TOWN receives notice of cancellation of said insurance, TOWN shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours. TOWN shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the TOWN'S receipt of said notice of cancellation of TOWN'S insurance.

Any failure by the TOWN to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the TOWN.

The above insurance is not, and shall not be construed as, a limitation upon TOWN'S obligation to indemnify the COUNTY.

This Agreement shall be void and of no effect unless throughout the term of this Agreement TOWN, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to County.

7. This agreement may be terminated by either party upon sixty (60) days written notice to the other party at the party's address stated herein.

8. **NOTICES:** Any notice, demand, request, consent, approval, or other communication given under or with respect to this Agreement shall be in writing and shall be personally served or sent by First Class United States mail, postage pre-paid, addressed to the other party or entity as follows:

To the COUNTY:

Saratoga County Administrator
40 McMaster Street
Ballston Spa, NY 12020

With copy to:

Saratoga County Attorney
40 McMaster Street
Ballston Spa, NY 12020

To the TOWN:

Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

APPROVED AS TO
FORM AND CONTENT:

COUNTY OF SARATOGA

By: _____
County Attorney

By: _____
Philip C. Barrett, Chair
Board of Supervisors
Pursuant to Resolution: 195-2024

Date: _____

Town of Halfmoon

Date: _____

By: _____

Print Name: _____

Federal I.D. # _____



BOARD OF SUPERVISORS

8/20/2024

RESOLUTION 195 – 2024

Introduced by Health and Human Services: Supervisors Edwards, Grasso, Lant, Murray, Ostrander, Richardson and Thompson

AUTHORIZING AN AGREEMENT WITH THE TOWN OF HALFMOON TO PROVIDE FUNDING FOR THE PURCHASE OF A TRANSPORTATION VEHICLE FOR SENIORS AND AMENDING THE 2024 COUNTY BUDGET IN RELATION THERETO

WHEREAS, the Saratoga County Department of Aging and Youth Services is committed to assisting the County's senior citizens with maintaining an independent lifestyle, and thus administers funds to accommodate their transportation needs; and

WHEREAS, the town of Halfmoon is purchasing a vehicle intended for transporting its senior citizens to and from medical appointments, shopping, and other pertinent errands as needed, and has requested that the County provide funding assistance in the form of a one-time grant in the amount of twenty three thousand, seven hundred fifty dollars (\$23,750) to be applied toward the cost of purchasing such vehicle; and

WHEREAS, the town of Halfmoon will be responsible for the remaining amount of at least twenty five percent (25%); and

WHEREAS, our Health and Human Services Committee and the Director of the Department of Aging and Youth Services has recommended approval of this grant funding request; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors is hereby authorized to execute an agreement with the town of Halfmoon to provide for the County's issuance of a one-time grant to the town of Halfmoon, in an amount not to exceed twenty three thousand, seven hundred fifty dollars (\$23,750) for the town's purchase of a vehicle to be used for the transportation of local senior citizens to and from medical appointments, shopping, and other pertinent errands as needed; and be it further

RESOLVED, that the 2024 County Budget be amended as follows:

DEPARTMENT OF AGING AND YOUTH SERVICES:

Increase Expenses:

A.76.763-8350

Client Transportation

\$ 23,750

Decrease Fund Balance:

A.0599.B

Appropriated Fund Balance- Budgetary

\$ 23,750

; and be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and be it further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: The budget will be amended to increase expenses and decrease fund balance by twenty three thousand, seven hundred fifty dollars (\$23,750).

August 20, 2024 Regular Meeting

Motion to Adopt: Supervisor Madigan

Second: Supervisor Kinowski

AYES (210,712.50): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Angela Thompson (19014.5), Diana Edwards (819), Jean Raymond (1333), James D. Arnold (3525), Kevin Veitch (8004), Kevin Tollisen (25662), Cynthia Young (17130), Thomas Richardson (5163), Scott Ostrander (18800), Jesse Fish (16202), Willard H. Peck (5242), Ian Murray (5808), Michele Madigan (14245.5), Edward D. Kinowski (9022), David Ball (8208), John Lant (17361)

NOES (0):

ABSENT (24,796.50): C. Eric Butler (6500), Arthur M. Wright (1976), Sandra Winney (2075), Matthew E. Veitch (14245.5)