

## A G R E E M E N T

**MADE** this 8<sup>th</sup> day of June, 2015, by and between the **COUNTY OF ALLEGANY**, a municipal corporation created and existing under the laws of the State of New York and one of its political subdivisions, having its principal offices at 7 Court Street, Belmont, New York 14813, hereafter called the County, and **VILLAGE OF ALFRED**, with address of 7 West University Street, Alfred, New York 14802, hereafter called the Agency,

### WITNESSETH:

**WHEREAS**, the Allegany County Board of Legislators has established a youth program – the ASC Summer Sports Festival, and

**WHEREAS**, said Board desires that such program be implemented and carried out by the Agency and the Agency desires to perform such service,

**NOW, THEREFORE**, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. The Agency agrees to implement and carry out the ASC Summer Sports Festival Program for Allegany County youth.

2.a. The Agency agrees to expend its own funds, up to \$3,017, for Program items which are approved items for state aid purposes as determined by the New York State Office of Children and Family Services.

b. After the last date of expenditure of such funds, the Agency shall submit evidence of such expenditures to the Allegany County Youth Bureau in such form and manner as said Bureau shall determine and direct.

3. After review and approval of such expenditures by said Bureau and after audit of such expenditures by the County Board of Legislators, the County agrees to reimburse the Agency up to \$2,231; it being understood, however, that in the event any such audited expenditures are subsequently disapproved for state aid reimbursement by the New York State Office of Children and Family Services, the Agency agrees to pay back to the County the reimbursed amount paid by the County to the Agency for such disapproved expenditures. The Agency agrees that such pay back amount shall be made to the County within five days of receipt of written notification from the County of the particular expenditure disapproved and the consequent amount to pay back.

4. The Agency agrees that it shall have available for audit and inspection by the County and State all financial and other records which the County or State may require for audit and inspection to determine compliance with the provisions of this Agreement.

5. The Agency agrees to comply with all rules and regulations which the County and State may make, from time to time, and which relate to compliance with the provisions of this Agreement.

6. It is understood and agreed that the relationship of the Agency to the County of Allegany is that of independent contractor, and said Agency, in accordance with its status as such

contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out or its officers, employees and agents as nor claim to be an officer or employee of the County by reason hereof, and that it will not, by reason hereof, make a claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, workers' compensation coverage, social security coverage, or retirement or credit.

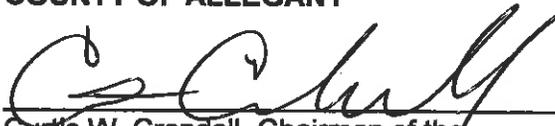
7. To the fullest extent permitted by law, the Agency agrees to indemnify and hold harmless the County of Allegany, its officers, employees and agents, against the risk of loss, damage or liability, including the cost of defense, caused by personal injuries, wrongful death, and loss of, or damage to, property resulting from acts or omissions of the Agency arising out of, or in connection with, the Agency's performance or failure to perform the terms of this Agreement.

8. The term of this Agreement shall commence on January 1, 2015, and terminate on December 31, 2015.

9. This Agreement is executed in triplicate, with one copy for each of the parties hereto and one copy for the County Treasurer.

**IN WITNESS WHEREOF**, the parties hereto have affixed their seals hereto and caused these presents to be signed by their respective duly authorized officers.

**COUNTY OF ALLEGANY**

By:   
Curtis W. Crandall, Chairman of the  
Allegany County Board of Legislators

**VILLAGE OF ALFRED**

By: \_\_\_\_\_

STATE OF NEW YORK     )  
  )  
COUNTY OF ALLEGANY    )     **SS:**

On this 24<sup>th</sup> day of June, 2015, before me personally came **CURTIS W. CRANDALL**, to me personally known, who being by me duly sworn, did depose and say that he resides at Belfast, New York; that he is the Chairman of the Allegany County Board of Legislators, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Legislators of said corporation, and that he signed his name thereto by like authority.

**Brenda Rigby Riehle**  
Notary Public, State of New York  
Qualified in Allegany County  
My Commission Expires: 3/30/2018



Notary Public

STATE OF NEW YORK    )  
                                  )  
COUNTY OF ALLEGANY    )    **SS:**

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came \_\_\_\_\_, to me personally known, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of \_\_\_\_\_; the municipality described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the governing body of said municipality.

\_\_\_\_\_  
Notary Public