

CONTINUATION OF AGREEMENT FOR "FRANKLIN COMMUNITY CENTER, INC."

BETWEEN:

City of Saratoga Springs
City Hall - 474 Broadway
Saratoga Springs, NY 12866

AND:

Franklin Community Center, Inc.
10 Franklin Street
Saratoga Springs, New York 12866

The Agreement entered into between the City of Saratoga Springs and Franklin Community Center, Inc. for the purpose of administering the "Franklin Community Manor Repairs", funded in part through the City's Community Development Block Grant Entitlement program, made effective on the 11/1/11 is hereby amended by the following:

PROJECT SCOPE:

Continuation of "Franklin Community Manor Repairs" for 2011 Program Year detailed in the Subrecipient application approved by the City Council and consistent with all standards required as a condition of providing these funds to address the City's need for adequate public facilities to house the most vulnerable populations (low-moderate income persons).

2011 ALLOCATION BUDGET:

Improvements to Franklin Manor	\$23,886
TOTAL CDBG ALLOCATION	\$23,886

Franklin Community Center, Inc. may request reimbursement for eligible expenses not to exceed the 2011 allocation of \$23,886.

LEVEL OF PERFORMANCE:

Quarterly reports (Attachment A) documenting expenses, receipt of leveraged funds, and levels of performance will be submitted to the Office of Community Development no later than 15 days following each quarter.

Hold Harmless

The Subrecipient shall complete the City of Saratoga Springs Hold Harmless Agreement as attached.

TIME OF PERFORMANCE:

Services of this agreement will be extended through 31 December 2012.

All other conditions of this agreement shall remain the same.

Franklin Community Center, Inc.

City of Saratoga Springs
(per City Council Approval on _____)

BY: _____

BY: _____

TITLE: _____

TITLE: Mayor of Saratoga Springs

DATE: _____



CITY OF SARATOGA SPRINGS HOLD HARMLESS AGREEMENT

The City of Saratoga Springs requires:

A Certificate of Insurance naming the City of Saratoga Springs as an **Additional Insured** evidencing the following coverages:

- Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate including completed products and operations and personal injury liability insurance
- Blanket Fidelity Bond: Bond to cover all employees in an amount equal to the cash advance of this Agreement
- Property Insurance: Amount equal to coverage for contract assets from loss due to theft, fraud or physical damage
- Statutory Workers Compensation and Employer's Liability Insurance for all employees (*Please note that for this coverage per NYS Law, the City of Saratoga Springs shall not be named as an Additional Insured.*)

Certificates of Insurance should be addressed to the attention of:

Office of Community Development
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

The Subrecipient acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Subrecipient is to provide the City with a Certificate of Insurance naming the City as **Additional Insured** on a primary and non-contributory basis prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.

In the event the Subrecipient utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Subrecipient. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured** for all those activities performed within its contracted activities for the contract as executed.

In all cases, the following hold harmless agreement shall apply:

The Subrecipient shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Subrecipient or its employer, agents or subcontractors.

Signature/Date: _____
Company _____
Address _____
Authorized Representative/Title: _____