

NIAGARA COMMUNITY ACTION PROGRAM, INC.

1521 Main Street, Niagara Falls, New York 14305-2521 716/ 285-9681 Fax 716/ 285-9693

E-mail niagaracap@niagaracap.org

Serving Niagara County



November 17, 2017

Ms. Carol Antonucci, City Clerk
City Hall
745 Main Street
PO Box 69
Niagara Falls, NY 14302-0069

Dear Ms. Antonucci:

RE: 2018 AGREEMENT BETWEEN THE CITY OF NIAGARA FALLS AND
NIAGARA COMMUNITY ACTION PROGRAM, INC.

For your convenience, enclosed please find five original agreements in the amount of \$27,500.00 between the City of Niagara Falls and Niagara Community Action Program, Inc. for fiscal year 2018 to provide assistance to city residents. Please sign, notarize, and return one original fully executed agreement for our files. Also enclosed is the signed voucher for \$27,500.00.

As always, we appreciate the opportunity to work with the City of Niagara Falls. If you have any questions or concerns, please feel free to contact me.

Thank you for your continued commitment and support of our agency and its mission.

Respectfully,

Suzanne Shears
CEO

SS/spb

Enclosures

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 NOV 21 PM 3:04

AGREEMENT

AGREEMENT, made this _____ day of _____, 20 ____ by and between the CITY OF NIAGARA FALLS, NEW YORK, a municipal corporation, hereinafter call the "CITY" and the NIAGARA COMMUNITY ACTION PROGRAM, INC., a not-for-profit corporation organized under the laws of the State of New York, with offices at 1521 Main Street, Niagara Falls, New York hereinafter called "NiaCAP."

WITNESSETH:

WHEREAS, the CITY, and NiaCAP desire to enter into an agreement to perform all acts necessary to facilitate, encourage, and promote the provisions and the purposes of the Economic Act of August 22, 1964, Public Law 88-452, 88th Congress of the United States of America; and

WHEREAS, the CITY has previously designated NiaCAP on July 16, 1968, as an official provider of services to the economically disadvantaged residents of Niagara Falls, New York; and

WHEREAS, NiaCAP and the CITY have, since 1968, established policies to effectuate within the City of Niagara Falls, New York, the Economic Opportunities Act of 1964, as amended, in order to initiate, strengthen, supplement, and coordinate efforts to eliminate poverty by making available services designed to aid people in their struggle against poverty.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO:

1. NiaCAP agrees as follows:
 - A. To encourage the development of programs designed to eliminate poverty by the proposal and conduct of such programs within the City of Niagara Falls for the year 2018.
 - B. To develop, research, and evaluate procedures in connection with antipoverty programs conducted or funded by NiaCAP.

C. To contract with other agencies for the conduct and administration of human services programs.

D. To receive and disburse funds necessary to accomplish these purposes.

2. The CITY agrees as follows:

A. To assist NiaCAP's promotion, provision, operation, and administration of the activities and programs listed in paragraph 1 of this Agreement by payment to NiaCAP of a total sum not to exceed TWENTY- SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500.00) for the term of this Agreement.

B. To disburse the aforesaid payment within 30 days upon receipt of a suitable contract so as to effectuate the provisions and purposes of the Economic Opportunities Act of August 22, 1964.

3. It is hereby expressly agreed between the parties that NiaCAP is an independent corporation and that NiaCAP, its servants, agents, and employees shall not be deemed to be the servants, agents, or employees of the CITY.

4. NiaCAP agrees that the CITY 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 NiaCAP and of any of its subcontractors engaged in the performance of and involving transactions related to this agreement or any subcontractors.

5. NiaCAP shall indemnify, defend, and save harmless the CITY from and against any and all claims, suits, losses, costs, charges, expenses, and attorney's fees arising under any cause of action of whatever kind including, but not limited to, those founded in tort or contract for which the CITY may directly or indirectly incur, suffer, or become liable by reason of the conduct, acts, omissions, breaches of contract, default, etc. on the part of NiaCAP; any judgment which may be obtained against NiaCAP upon any claim or suit as stated above shall be conclusive evidence upon the part of the

CITY against NiaCAP as to the amount thereof and the liability of NiaCAP therefore, and NiaCAP further agrees that so much of the money due NiaCAP under and by virtue of this Agreement as shall be considered necessary by the CITY may be retained by the CITY until all suits or claims for damages as aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of the CITY.

6. NiaCAP agrees that it is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or any of its contents, or of its right, title, or interest therein, or of its power to execute such Agreement to any other person or corporation without the previous consent in writing of the CITY.

7. If, for any reason, the terms of this Agreement are not adhered to, then the CITY may terminate the said Agreement upon written notice to NiaCAP.

8. The term of this Agreement shall be the period from January 1, 2018, through December 31, 2018.

9. NiaCAP shall comply with all federal, state, and local laws, rules and regulations applicable to NiaCAP's obligations, conduct, and activities under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and date first above written.

ATTEST:

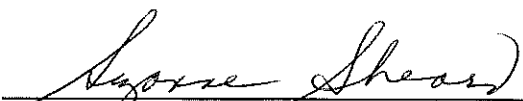
CITY OF NIAGARA FALLS, NEW YORK

By: _____
Paul Dyster, Mayor

Date: _____

ATTEST:

NIAGARA COMMUNITY ACTION
PROGRAM, INC.

By: 
Suzanne Shears, CEO

Date: 11-17-17

STATE OF NEW YORK)
COUNTY OF NIAGARA : ss:
CITY OF NIAGARA FALLS)

On this _____ day of _____, 20____, before me personally came PAUL DYSTER, to me known, who being by me duly sworn, did depose and say that he is the Mayor of the City of Niagara Falls, New York, a municipal corporation, and known to me to be the same person described in and who executed the foregoing instrument as the act and deed of the City of Niagara Falls, New York, and he acknowledged to me that he has been duly authorized to execute the foregoing instrument pursuant to the City Charter, and that he executed the foregoing instrument pursuant to such authorization.

Notary Public/Commissioner of Deeds
My Commission Expires

STATE OF NEW YORK)
COUNTY OF NIAGARA : ss:
CITY OF NIAGARA FALLS)

On this 17th day of NOVEMBER, 2017, before me, the subscriber, personally appeared SUZANNE SHEARS, to me known, who, being my duly sworn, did depose and say that she resides in the Town of Porter, New York; that she is the CEO of the Niagara Community Action Program, Inc., the corporation described in and which executed the above instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.

Richard H Champoux
Notary Public/Commissioner of Deeds
My Commission Expires 12/15/2019

RICHARD H. CHAMPOUX
Notary Public, State of New York
Reg. No. 01CH6102998
Qualified in Niagara County
My Commission Expires 12/15/19