



**OFFICE OF THE
COUNTY ATTORNEY**

MICHELLE W. GRANGER, ESQ., COUNTY ATTORNEY

518.884.4770

SARATOGACOUNTYNY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

First Assistant Attorney

Maribeth A. Hunt, Esq.

Assistant Attorneys

Jacqueline C. Lombardo, Esq.

Nicholas M. Martin, Esq.

Ann Flower E. Stitt, Esq.

SERVICE BY EMAIL NOT ACCEPTED

MEMORANDUM

DATE: November 21, 2023

TO: Steven Bulger
County Administration

FROM: Michelle Granger *mwg*
County Attorney

SUBJECT: Village of Ballston Spa

- For Your Signature & Return
- Per Resolution No. _____
- For Your Approval
- Per Our Conversation
- For Your Information
- For Your Files
- For Your Review
- For Appropriate Action
- Comments/Recommendations
- Other _____

MESSAGE/REMARKS: Attached please find one original of the above Agreement. If this agreement meets with your approval, please secure the signature of the Contractor. Return the documents **along with proper insurance documents, if required by contract**, to this office for further processing.

MINOR CONTRACT LESS THAN \$15,000

THIS AGREEMENT, made the _____ day of _____, 2023,
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-

Village of Ballston Spa, with an office address at 66 Front Street, Ballston Spa, New York 12020, (CONTRACTOR),

RECITALS:

WHEREAS, a Request for Minor Contract, a copy of which is attached hereto, has been approved by the County Administrator; and

WHEREAS, the CONTRACTOR will perform the requested services for the approved amount;

NOW, THEREFORE, the parties agree that:

1. TERM OF AGREEMENT: The term of this Agreement shall commence on the date of the signing of this Agreement and shall continue through December 31, 2023.
2. SERVICES: CONTRACTOR will provide financial assistance to expand the recreation area in Kelly Park, as provided in the letter dated November 21, 2023, prepared by CONTRACTOR, and attached hereto.
3. CONTRACT SUM AND PAYMENT: The COUNTY shall pay CONTRACTOR for its services an amount not to exceed \$15,000 upon submission of a properly documented voucher.
4. FUNDING: Intentionally Omitted.
5. COMPLIANCE WITH LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and regulations, including nondiscrimination and labor laws. The COUNTY and CONTRACTOR agree that for the duration of this Agreement and any renewal term(s) thereof, they will not discriminate against any employee, applicant for employment, or person requesting services in connection with this agreement, because of race, creed, color, national origin, disability, age, sex, marital status, sexual orientation, or source of payment.

6. CONFLICTS OF INTEREST: The CONTRACTOR shall not employ any official or employee of the COUNTY in connection with this project and shall adhere to the Code of Ethics of the COUNTY.

7. INDEMNIFICATION: At all times, CONTRACTOR shall 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 CONTRACTOR, any person, employed by the CONTRACTOR, its contractors, subcontractors, materialmen, 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 equity for the COUNTY's benefit.

8. INSURANCE REQUIREMENTS: Intentionally Omitted.

9. WORKERS' COMPENSATION INSURANCE REQUIREMENT: Intentionally Omitted.

10. INSURANCE CANCELLATION NOTICE: Intentionally Omitted.

11. DEFENSE AND INDEMNIFICATION: The CONTRACTOR waives any right to bring action against the COUNTY for any damage to the property of the CONTRACTOR arising out of the alleged negligence of the COUNTY, its agents, servants and employees. The CONTRACTOR agrees that any policy of insurance insuring its property, shall contain a waiver of subrogation rights for any property loss suffered by reason of the alleged negligence or other unlawful act by COUNTY, its agents, servants and employees.

12. REPORTS: Intentionally Omitted.

13. MODIFICATION: This Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing signed by both parties.

14. ASSIGNMENT AND TRANSFER: The CONTRACTOR shall not assign or transfer any interest herein without the COUNTY's prior written consent. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

15. DEFAULT: The occurrence of any of the following shall be considered an Event of Default:

- a. Non-Payment: The failure by the COUNTY to make any of the payments required pursuant to this Agreement when due.

- b. Failure to Perform: The failure of the CONTRACTOR to perform the Services outlined in Section 2 of this Agreement.
- c. Other Failure to Perform: The failure by either COUNTY or CONTRACTOR to perform and/or comply with any term, covenant, or condition required under this Agreement.

16. REMEDIES: In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damages for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non-defaulting party and thirty (30) days have elapsed since receipt of such notice, and the defaulting party has not proceeded to cure the default. Any default by a party in providing the insurance required pursuant to this Agreement shall be subject to the remedies and requirements set forth in Section 7 herein.

17. TERMINATION: Termination for cause brought about by failure of the CONTRACTOR to perform shall be effected only if the CONTRACTOR fails to remedy or eliminate the violation within twenty (20) days of written notification thereof from the COUNTY. Termination without cause may be effectuated by either party upon sixty (60) days written notice to the other party.

18. 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 CONTRACTOR: Village of Ballston Spa
 66 Front Street
 Ballston Spa, NY 12020

19. SEVERABILITY: In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not continued a part thereof.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

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: _____
Steven J. Bulger,
County Administrator
Pursuant to Resolution: 204-2015

Date: _____

Village of Ballston Spa

By: _____

(name)

(title)

Federal EIN

Date: _____



County of Saratoga
REQUEST FOR MINOR CONTRACT
(maximum \$15,000 for services rendered after October 20, 2015)
(Updated 02/2023)

TO: COUNTY ADMINISTRATOR

DATE: 11/21/2023

I hereby request approval for the following described minor contract (please attach to this Request any written proposal or quote received on company letterhead)

AMOUNT: \$15,000 TERM: 12/31/2023

VENDOR: Village of Ballston Spa
(Identify exact business entity, whether corporation, LLC, partnership, d/b/a, etc. List both entities of a d/b/a.)

ADDRESS: 66 Front Street
Ballston Spa, NY 12020

Purchasing Department Consulted

Required Backup Attached

SERVICES TO BE PROVIDED TO COUNTY:
Assist in expanding recreation area in Kelley Park

REASON FOR REQUEST:

BUDGET ACCOUNT TO BE USED: A.14.114-8492 Local Assistance

OTHER COMMENTS:

IF WAIVER OF INSURANCE REQUESTED, PLEASE EXPLAIN:

Financial support only.

DEPARTMENT: County Administrator

J. Bulger
(SIGNATURE OF DEPARTMENT HEAD)

APPROVED: 11/21/23
Date

J. Bulger
COUNTY ADMINISTRATOR

THIS REQUEST IS PART OF THE AGREEMENT AND MUST REMAIN ATTACHED

Village of Ballston Spa

Saratoga County Seat
66 FRONT STREET

Ballston Spa, NY 12020

Phone: 518-885-5711

Fax: 518-885-0512

November 21, 2023

BY ELECTRONIC MAIL

County Administrator Steven Bulger
Saratoga County Office of the County Administrator
40 McMaster Street
Ballston Spa, New York 12020
(518) 885-4742
sbulger@saratogacountyny.gov

Dear County Administrator Bulger:

I am writing again this year to both thank you for your interest in the Village of Ballston Spa's desire to enhance our Kelley Park recreation area and for your continuing willingness to work to potentially provide some financial assistance related to this project.

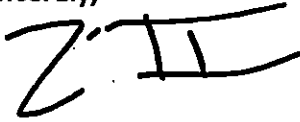
As you might have seen in the past, our Kelley Park recreation area had become an eyesore in a very popular park, with many residents asking us to enhance that area with athletic offerings. After discussions with many folks, it became clear that in a post-Covid world, there still is huge demand for our community to provide outdoor options to get students and adults out of their homes and into a more active mode.

We have already worked with Pompa Bros. and Evolution Construction in the first steps of revitalizing the asphalt area, as they have donated materials and services toward the new pickleball and basketball courts we are planning to introduce there in the Spring. The Village still has plenty of spending toward many items (such as fencing, pickleball nets and posts, basketball standards, and the labor/installation services related to the above), and these items will far exceed \$15,000. However, any amount the County can provide toward these items is appreciated. Please consider this to be a request by the Village for \$14,999 toward the fencing and other costs identified above.

I also want to again thank you for your donation toward new street signs in 2022. While it may seem like a minor thing, Village residents have commended us on creating a more cohesive community and branding through the consistent signs. We have continued this replacement process in 2023 and look to complete it in 2024 thanks to your help in piloting the program with your generous funding last year.

Again, thank you for your consideration related to this expenditure, and as always, never hesitate to reach out with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'F. S. Rossi, II'. The signature is stylized with a large 'F' and 'S' and a Roman numeral 'II'.

Mayor Frank S. Rossi, II

The Village of Ballston Spa
66 Front Street
Ballston Spa, NY 12020