PUBLIC BENEFIT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 23st day of May 2025, by and between the **COUNTY OF SCHENECTADY, NEW YORK**, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "**County**", and **Village of Scotia** with a principal address of 4 No Ten Broeck, Scotia, NY 12302, hereinafter called the "**Contractor**".

W I T N E S S E T H:

WHEREAS, the Schenectady County Legislature, pursuant to law, can contract for certain public benefit services;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

ARTICLE 1. TERM OF CONTRACT

The services of the Contractor shall commence upon execution of this Agreement and terminate as of December 31, 2025.

ARTICLE 2. CONTRACT SUM

The **County** shall pay to the **Contractor** and the **Contractor** agrees to accept as full payment for the professional services furnished under this Agreement, an amount of money not to exceed the total aggregate sum of **$3000 Dollars** which shall be paid in accordance with Resolution 75-25 entitled "A RESOLUTION AWARDING FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2025 SCHENECTADY COUNTY ARTS & CULTURE DEVELOPMENT GRANT PROGRAM" for an event entitle **Annual Scotia Independence Day Celebration and Fireworks Show**.

ARTICLE 3. PROFESSIONAL SERVICES TO BE PERFORMED

The **Contractor** shall well and completely furnish and perform all of the work in accordance with the schedule of services attached and made part hereof as **Exhibit "B".**

ARTICLE 4. GENERAL LEGAL RESPONSIBILITY

The **Contractor** shall comply with all existing and future federal, state and municipal laws, ordinances and regulations, including specified discrimination and labor clauses.

ARTICLE 5. CONFLICT OF INTEREST

The **Contractor** shall not employ an official or employee of the **County** in connection with this project and shall adhere to the Code of Ethics of the County.

ARTICLE 6. SURETY AND INSURANCE

The **Contractor** will carry public liability and worker's compensation insurance and shall save harmless the **County** from all claims, demands and causes of action arising from any act of commission or omission of the **Contractor**, its agents or employees, in the execution of their work under the terms of this Agreement, including claims relating to labor and material furnished.

ARTICLE 7. SUBLETTING AND ASSIGNING CONTRACT

The **Contractor** shall not assign or transfer the contract or any interest herein without first receiving written approval from the **County**.

ARTICLE 8. CHANGES IN CONTRACT

Changes in this contract shall be permitted only upon written mutual agreement of the **County** and **Contractor**.

ARTICLE 9. TERMINATION

It is mutually agreed that the **County** and the **Contractor** each reserve the right to terminate this Agreement upon thirty (30) days notice, in writing, to the other party.

ARTICLE 10. AMENDMENT

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then upon the application of either party, this contract shall be amended forthwith to make such insertion.

ARTICLE 11. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefits of successors and assigns of the respective parties hereto.

ARTICLE 12. FIDUCIARY AGENT

The fiduciary agent hereby acknowledges that it represents the Contractor and agrees to receive all funds under this Agreement on behalf of the Contractor and to distribute all such funds to the Contractor for the Professional Services set forth above.

EXHIBIT B

Village of Scotia shall complete the project, **Annual Scotia Independence Day Celebration and Fireworks Show**, for which the Schenectady County Arts & Culture Grant Program funds were awarded pursuant to Resolution 75-25 adopted by the County Legislature on May 13, 20254 as described in the Contractor's application for said funds.

IN WITNESS WHEREOF, this Agreement has been approved and duly executed by the parties on the aforesaid day.

COUNTY OF SCHENECTADY, NEW YORK

By:_____
Rory Fluman
County Manager

By:_____
Authorized Representative

_____
Authorized Representative
Printed Name and Title

APPROVED as to form and content

this _____ day of _____, 20____

_____
Christopher H. Gardner
County Attorney

INVOICES MUST BE RENDERED IN TRIPLICATE DIRECT TO THE APPROPRIATE SCHENECTADY COUNTY DEPARTMENT FOR WHICH THE GOODS OR SERVICES HAVE BEEN PROVIDED. Claims must be made separately for items chargeable to different departments of the County and must be fully itemized. Claimant assumes risk of authority to bind County. Labor must show names of persons actually performing the work. Certification must be made by an officer of a corporation or co-partner if a partnership. If a bookkeeper, clerk or other subordinate signs, claim must be accompanied by written authority for such signature

SCHENECTADY COUNTY

STATE OF NEW YORK

DATE May 23, 2025

CONTRACT NO.

Vendor # 1123

NAME AND ADDRESS OF CLAIMANT

Village of Scotia
4 No Ten Broeck
Scotia NY 12302

DEPT. FURNISHED

LEAVE THESE SPACES BLANK	
CHECK NO.	
DATE PAID	
TERMS APPROVED	I CALCULATIONS CHECKED
CHARGE ACCOUNT *NO(S)*	
CLAIM APPROVED	
SIGNED	

DATE	DESCRIPTION	UNIT PRICE	AMOUNT
5/23/2025	Payment in accordance with Resolution 75-25 entitled "A RESOLUTION AWARDING FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2024 SCHENECTADY COUNTY ARTS & CULTURE DEVELOPMENT GRANT PROGRAM" for an event hosted by **Village of Scotia** entitled **Annual Scotia Independence Day Celebration and Fireworks Show.**		$3000

DEPT. HEAD APPROVAL

CERTIFICATION

I, David Bucciferro, do hereby certify I am a representative of Village of Scotia (if individual, leave blank; if co-partnership write "member of firm of _____", if corporation, name of officer and name of corporation) that the labor or materials for which this payment is made have actually been performed or furnished by me, as stated on the face of this order or attached bill; that the items of the account are true and correct, that no Federal or State taxes for which the County is exempt are included in the purchase price, and that no part of the same has been previously paid.

PAYEE SIGNATURE: _____

☐ Original ☐ Remittance ☐ Department