

**Erie County Summer Youth Program**  
**BUFFALO URBAN LEAGUE WORKSITE AGREEMENT**

*THIS AGREEMENT made, \_\_\_\_\_ by and between the Buffalo Urban League, hereinafter referred to as "League" and \_\_\_\_\_ hereinafter referred to as the "Worksite".*

**WITNESSETH**

*WHEREAS, the Worksite has engaged the Buffalo Urban League, to provide services under the **Erie County Summer Youth Employment Program** hereinafter referred to as the "Program"; and*

*WHEREAS, it is one of the purposes and goals of the Program to provide subsidized employment activities to eligible participants; and*

*WHEREAS, the League entered into an agreement with the Program to administer subsidized employment activity for residents of the County of Erie; and*

*WHEREAS, the Worksite desires to participate in said Program and is qualified and have the facilities and supervisory personnel to participate as a worksite.*

**NOW THEREFORE THE FOLLOWING IS MUTUALLY AGREED TO BY AND BETWEEN THE PARTIES**

- 1. \_\_\_\_\_ agrees to operate and function as a Worksite for the LEAGUE in the operation of the Program, and to carry out the Program as herein provided.*
- 2. The Worksite agrees to comply with all rules, regulations, and guidelines promulgated by the New York State Department of Labor and, applicable laws of the United States of America and the State of New York and all rules and regulations established by the LEAGUE in connection therewith, including, but not limited to, all applicable labor laws and civil rights laws.*
- 3. The Worksite agrees to provide a safe and healthy working environment.*
- 4. Initially the LEAGUE will assign up to \_\_ Program Participants, hereinafter referred to as "Participants" to the Worksite. The Worksite shall endeavor to maintain such number during operation of the Program, provided that such employment is made pursuant to a plan agreed upon between the parties and within the limits of funds made available for the Program. A description of work activities in which participants shall engage is attached hereto and made a part hereof.*
- 5. The Worksite shall provide employment for Program participants for the period beginning on or about \_\_\_\_\_ and continuing to such dates agreed upon by the parties hereto, **but no later than** \_\_\_\_\_.*
- 6. Paychecks shall be issued for each participant by the LEAGUE. All payments to participants are the sole responsibility of the LEAGUE. In no case shall the Worksite be responsible for any payment to participants.*
- 7. The Worksite, in accordance with the purposes and goals of the Program, shall assign participants to jobs providing useful work experience, supervise such participants and certify attendance in a manner prescribed by the LEAGUE by means of sign-in/sign-out procedure. No more than \_\_\_\_\_ participants will be assigned to one Worksite supervisor. In no instance will a participant be paid for unexcused absences, un-worked hours, or recreational activities.*
- 8. The Worksite ensures that participants will not be used to replace similarly employed workers, or be placed into positions in which there are current layoffs. The Worksite shall maintain evidence of consultation with labor organizations representing employees in the affected collective bargaining units. Thirty (30) days shall be allowed to obtain the labor organization's written concurrence.*
- 9. The Worksite will ensure that sufficient work will be available to occupy all participants during work hours. Additionally, the Worksite will ensure that, in cases of inclement weather, alternative duties will be assigned to participants ordinarily assigned to outdoor activities.*
- 10. The Worksite agrees to immediately report accidents to the designated staff of the League.*
- 11. No Participants shall be assigned any duties unless sufficient equipment or materials are available to enable the participants to carry out those duties.*
- 12. The Worksite ensures that participants do not engage in political, labor organizing, religious, or non-work related fundraising activities during work hours.*
- 13. the LEAGUE will provide Worker's Compensation Insurance coverage for all Participants.*
- 14. The League staff will provide for an orientation to the Worksite supervisors outlining their role and responsibilities. The Worksite is responsible for providing a substitute supervisor whenever the regular supervisor is absent.*

15. A.) *The Worksite shall maintain, at its own cost and expense and for the benefit of the LEAGUE, the following insurance coverage with limits not less than those stated:*

- 1.) *Comprehensive General Liability, including completed operations, explosions, collapse, and underground operations, if any, broad form property damage including completed operations, contractor's protective liability, broad form contractual liability and indemnity \$1,000,000 Bodily Injury and Property Damage & \$2,000,000 Aggregate*
- 2.) *Personal Injury (with employment exclusion deleted and contractual exclusion deleted)  
\$1,000,000 Occurrence and Aggregate*
- 3.) *Auto Liability (including non-owned and hired vehicles) & \$1,000,000 Combined Single Limit*
- 4.) *Statutory Workers' Compensation, Employers' Liability and Disability Benefits (for worksite employees).  
Unlimited Amount*
- 5.) *Any other special insurance as required by LEAGUE against loss or damage throughout the period of the work  
Performed by the bidder*

***Such insurance shall be with casualty insurance company authorized under the laws of the State of New York and satisfactory to the LEAGUE. The LEAGUE shall be named as additional insured. The Worksite shall furnish the LEAGUE prior to the commencement of operations hereunder a properly executed copy of the ACCORD "Certificate of Insurance" showing that such insurance is in force. Such certificates shall provide that the insurance will not be canceled or changed until after at least thirty (30) days written notice to the LEAGUE.***

15. b.) *The LEAGUE may in its absolute discretion accept self-insurance in place of the insurance requirements set forth above. In the event a Worksite is self-insured, the Worksite shall notify the LEAGUE upon execution of this Agreement. The Worksite shall provide to the LEAGUE such details of its self-insured program, as the LEAGUE shall request. The LEAGUE shall, in its sole discretion, have the right to approve such self-insurance program in place and instead of the insurance requirements set forth above.*

16. *Worksite agrees to indemnify and hold the LEAGUE harmless from any claims for damage or injury to its employees, agents or invitees or to any of its property occurring at the worksite or on any part thereof, provided the same has not been caused by the LEAGUE's act or negligence or its failure to perform the terms, covenants and conditions of this agreement on its part to be performed.*

17. *This Agreement shall continue in effect so long as program funds are available to the LEAGUE.*

18. *This Agreement shall be deemed executory only to the extent of monies available by grants from the New York State Office of Temporary Disability Assistance and no liability on account hereof shall be incurred by the LEAGUE beyond the monies so available for the purpose hereof.*

19. *In the event that funding of the program is terminated, the Worksite shall be notified of such termination within 30 days and the participants at  
the Worksite shall be removed from the payroll of the LEAGUE.*

20. *This Agreement and any of its rights hereunder shall not be assigned by the Worksite without the prior written consent of the LEAGUE.*

21. *The LEAGUE may subcontract with other qualified agencies to provide worksite management.*

22. *This Agreement shall not be modified or amended without the prior written consent of both parties hereto.*

***IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first written above***

***APPROVED FOR WORKSITE:***

***APPROVED FOR THE LEAGUE:***

\_\_\_\_\_  
*(Name of Worksite)*

\_\_\_\_\_  
*(Name, Title, Signature of Authorized Official) Date*

\_\_\_\_\_  
*(Name, Title and Signature of Authorized Official) Date*