

AGENDA ATTACHMENTS

TOWN BOARD MEETING

SEPTEMBER 7, 2017

***Public Hearing***

**September 7, 2017 7:00 pm**

***Local Law Filing – Town of Lysander***

***Local Law No. 5 of the year 2017***

Section 117-16(A) of the Town of Lysander Code is hereby amended as follows:

In the event the Planning Board determines that reservation of land of adequate size and suitable purpose cannot be practically located in a proposed subdivision, the Board may condition its approval of the subdivision upon payment to the Town of a fee, set by the Town Board by resolution, which sum shall be deposited in a trust fund of the Town to be used exclusively for the acquisition and/or development of parks, playgrounds, recreation, community trails or open land areas of the Town.

This Local Law shall take effect upon filing with the Secretary of State.

**DRAFT**

# Agenda Item "C"

DEPARTMENT Children and Family Services (Youth Bureau)

CONTRACT NO.79820

Program IMA for Youth Services 2017

## A G R E E M E N T

THIS AGREEMENT, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by authority granted by Joanne M. Mahoney, Onondaga County Executive to the Commissioner of the DEPARTMENT OF CHILDREN AND FAMILY SERVICES, by its Acting Commissioner Ann Rooney ("Commissioner"), having its principal office at 421 Montgomery Street, Syracuse, New York 13202, and Town of Lysander, hereinafter called the "PROVIDER", which is a Town, having its principal office located at 8220 Loop Rd, Baldwinsville, NY 13027, and wishes to contract with COUNTY for the provision of services to youth in the Central New York region;

## W I T N E S S E T H:

WHEREAS, "COUNTY" shall mean the County of Onondaga; and

WHEREAS, "Municipal Entity" shall mean:

(1) a board of education as defined in Section Two of the New York State Education Law; or

(2) trustees of a common school district as defined in Section 1601 of the New York State Education Law; or

(3) A City, Village, Town or County as defined in General Municipal Law, and any subdivision thereof, including subdivisions thereof representing Departments of Police, Sheriffs, Parks and Recreation; and

WHEREAS, "OCFS" shall refer to the New York State Office of Children and Family Services; and

WHEREAS, "PROVIDER" shall mean a Municipal Entity approved by the County to provide services to youth in accordance with requirements set by OCFS in distributing its allocation to the County of funds for programs and services to youth; and

WHEREAS, the PROVIDER warrants that it can meet the goals and needs of youth by providing services in the context of its Lysander Day Camp, as more specifically outlined in the attached application dated for allocation of OCFS youth services funds dated July 1, 2017, which was approved by the County under applicable provisions of the New York Executive Law, Social Services Law and in compliance with the New York Code of Rules and Regulations, and shall comply with all other applicable federal, state and local laws; and

WHEREAS, the PROVIDER has been approved by the COMMISSIONER to provide youth services in accordance the approved application, and in compliance with New York State Executive and Social Services Laws; and

NOW, THEREFORE, in order to make available those services to youths

in the Central New York Community as determined by the Department, the parties hereto mutually agree as follows:

#### SERVICES

The PROVIDER shall provide appropriate services for youths to attend the PROVIDER'S program during the term of this Agreement.

#### DOCUMENTATION

The PROVIDER shall have on file and/or furnish, upon request to the COUNTY with monthly claims, the required documentation for all children enrolled in its programs. Requirements shall include, but not be limited to:

1. The record shall contain sufficient information which:
  - supports the services rendered, including dates of service delivery;
  - documents the results of services;
  - is consistent with claim for reimbursement.
2. Pertaining to records, unprofessional conduct is defined as the act of revealing personal identifiable facts, data or information obtained in a professional capacity without the prior consent of the parent or legal guardian, except as provided by law.
3. The PROVIDER will comply with all federal and state records retention requirements. Evidence must be submitted to the municipality documenting the policy and procedures of the provider regarding record retention including filing, archiving and storage arrangements. In the event that the PROVIDER program closes for any reason, location and destroy dates of such records must be submitted in writing to the COUNTY.

#### FISCAL

All financial arrangements for services under this contract shall be between the COUNTY and PROVIDER. No parent or any other person shall be required or requested to make any payment for tuition, program fees, maintenance or transportation, in addition to the payments made by the COUNTY pursuant to this contract.

1. All claims for payment made to the COUNTY by the PROVIDER shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the COUNTY. PROVIDERS agree to document delivery of services provided to all children in the manner prescribed by the COUNTY.
2. The PROVIDER shall submit an accurately completed claim with proper documentation to the COUNTY for services rendered not later than January 15, 2018, or thirty (30) days from the execution of this Agreement, whichever date is later.
3. The PROVIDER shall include, with the claim, with detailed documentation of expenses incurred in performance of this Agreement.

4. The PROVIDER shall submit any and all data as required by the COUNTY for budgeting, reimbursement and forecasting. The PROVIDER shall prepare and make available such statistical, financial and other reports as required. All documents and records shall be consistent with New York State and Federal financial requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the PROVIDER for such time as mandated by Federal and State requirements.
5. These records shall be subject at all reasonable times to audit.
6. The PROVIDER certifies that all information submitted for payment will be true, accurate and complete. The PROVIDER acknowledges that this information may be used for billing and payment and satisfaction of the claim from federal and/or state funds. The PROVIDER understands that any false claims, statements or documents, or concealment of material facts, may be prosecuted under applicable federal and state laws. The PROVIDER certifies that all services reported have been provided by or under the direction of a qualified provider in accordance with all applicable requirements of the State and Federal Laws and Regulations. Any errors discovered after submission will be immediately reported by the PROVIDER to the COUNTY for adjustment.

#### REIMBURSEMENT

The COUNTY, in accordance with the provisions of this contract, shall reimburse the PROVIDER for expenditures made for contracted services and related expenses incurred following completion and submission of COUNTY-required forms and sufficient documentation to support claims for related expenses incurred in performance of this Agreement.

#### COMPENSATION

The Department will pay the Contractor according to the following terms and conditions:

a. Allocation

The maximum compensation that may be paid under this agreement is \$2,575.

b. Actual Compensation

Actual compensation shall be determined by actual expenses incurred. Any unexpended funds which have been paid to the Contractor pursuant to the Agreement shall be accounted for and refunded to the County within thirty (30) days.

#### AGREEMENTS

In the event that the COMMISSIONER withdraws approval for the operation of any program or service at any site as approved hereunder, such action shall constitute an immediate amendment to this contract removing inclusion of such program or service from the scope of services covered under this

Agreement. In the event that the PROVIDER intends to cease operation of any or all programs or services at any site covered by the scope of this Agreement, the PROVIDER shall give written notice of such intention to the COUNTY not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program or service from the scope of services covered under this Agreement.

#### TERMS

This contract shall take effect as of January 1, 2017 and terminate on December 31, 2016; unless this agreement shall be deemed to have terminated at any time that the COMMISSIONER withdraws approval for the PROVIDER to provide services or programs for youths. This contract may be renewed upon notification by the COUNTY, and acceptance by the PROVIDER at least thirty (30) days prior to the expiration of the existing term.

1. The PROVIDER shall not reassign this contract.
2. The COUNTY and the PROVIDER shall observe and require the observance of all applicable federal and NYS requirements relating to confidentiality of records and information by all subcontractors and their employees.

#### TERMINATION OF CONTRACT

The COUNTY shall have the right to terminate this Agreement, on the following basis:

1. If the PROVIDER fails to fulfill in a timely and proper manner its obligations under this agreement.
2. If the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses funds from whatever source.
3. If an agency PROVIDER knowingly fails to act upon the conviction of an employee or employees of a criminal offense that may reflect on the ability to provide these services in a manner or environment that provides for the highest degree of emotional and physical welfare and safety for the youths participating in the program.
4. Upon failure of the PROVIDER to cooperate with an audit by the County.

#### DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

A. The PROVIDER covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to PROVIDER if

self-employed, PROVIDER's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the PROVIDER.

B. Without otherwise limiting the scope of the indemnity provisions set forth in paragraph (A) herein, if PROVIDER serves upon the County, within ten (10) calendar days of being notified by County of a claim a duly executed copy of a letter from PROVIDER to PROVIDER's various insurers, providing notice of the Claim requesting that the Insurer provide defense therefore, and if within sixty (60) days thereafter, PROVIDER provides to the County a duly certified letter from PROVIDER's insurer(s): (i) Giving notice to PROVIDER that the claim is not within the scope of coverage of insurance contracts that PROVIDER is obligated to obtain and maintain in force pursuant to the terms of this AGREEMENT or; (ii) A Reservation of rights Letter; Together with (PROVIDER's duly signed consent to joinder in any pending action and to participation in settlement of the claim, the County shall assume the cost of defending the claim. Provided, however, that the County reserves All rights pursuant to applicable law and Paragraph A of this Section to seek recovery of all costs incurred by the county in defending the claim to the fullest extent allowed by applicable law. The County's reservation of rights as set forth herein is without prejudice to PROVIDER's right to seek to limit the obligation to indemnify the County for defense costs incurred by the County to the percentage of the claim for damages caused by the negligence or other fault of the PROVIDER.

The PROVIDER further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause, and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

#### INSURANCE

PROVIDER shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to PROVIDER AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS for claims which may arise out of or result from PROVIDER's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to PROVIDER if self-employed, PROVIDER's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom. As the sole exception to the foregoing, the PROVIDER shall not be required to name the County as an additional insured on policies issued to it for the professional liability of the PROVIDER.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of insurance from the carrier, or its authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured, and which state acceptable limits of liability and expiration dates, shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

The PROVIDER agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than \$1 Million (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage. The Contractor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

#### DUTY TO MAINTAIN CONFIDENTIALITY

The PROVIDER agrees not to disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

#### NON-ASSIGNABILITY

The PROVIDER shall not assign this contract without prior written approval of the BOARD and COUNTY which approvals shall be attached to this contract as an amendment.

#### NON-DISCRIMINATION

No discrimination because of race, color, national origin, ancestry, disability, gender, sexual orientation or religion shall be made in the employment of persons to perform services under this contract. PROVIDER agrees to meet all requirements of the State and federal laws pertaining to non-discrimination in employment.

#### SEPARABILITY: WAIVER

In the event any provision of this contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of same by the other party.

#### APPLICABLE LAW

This contract shall be governed by the laws of the State of New York.

ENTIRE CONTRACT

The terms of this contract, including its attachments and exhibits, represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this contract will be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded this basic contract, and is approved by the Commissioner.

STATUTORY COMPLIANCE

In acceptance of this Agreement, the PROVIDER covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights. PROVIDER covenants and agrees to comply with statutory and regulatory obligations regarding individuals or entities whose participation in Federal programs including Medicaid, has been restricted, terminated or excluded under the provisions of 42 CFR 1001.

LICENSES AND CERTIFICATES

The PROVIDER hereby agrees that it will obtain at its own expense all licenses or certificates for the work performed under this contract, as required by law, prior to the commencement of work and at points of renewal.

CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF ONONDAGA DEPARTMENT OF CHILDREN  
AND FAMILY SERVICES

Dated: \_\_\_\_\_ 2017

By: \_\_\_\_\_  
ANN ROONEY, DEPUTY COUNTY EXECUTIVE  
AND ACTING COMMISSIONER

Town of Lysander

Dated: \_\_\_\_\_ 2017

By: \_\_\_\_\_  
Name:  
Title:

State of NEW YORK                    )  
County of ONONDAGA                 ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me the undersigned, personally appeared ANN ROONEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as ACTING COMMISSIONER of the Onondaga County Department of Children and Family Services and that by her signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of NEW YORK                    )  
County of ONONDAGA                 ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me personally came \_\_\_\_\_, who, being by me duly sworn, did depose and say that that \_\_\_\_ (he or she or they) is (are) the (title) \_\_\_\_\_ of Town of Lysander, the municipal entity described in and which executed the above instrument; and that \_\_\_\_ (he or she or they) signed \_\_\_\_ (his or her or their) name(s) thereto by authority of the governing body of said municipal entity.

\_\_\_\_\_  
Notary Public



Budget Modification Request

Fund: General

Acct. # to Credit	Acct. # to Debit	Account Description	Amount to Credit	Amount to Debit
0110-108		Security - Court	1320.00	
	0110-402 -403	MAINTENANCE & REPAIRS } CONTRACTUAL		660.00 660.00
01430-400		LABOR RELATIONS	5000.00	
	01420-400	ATTORNEY CONTRACTUAL		5000.00
05020-400		ENGINEER INTERIM-MILEAGE	1000.00	
	01910-400	UN-ALLOCATED INSURANCE		1000.00
07110-200		PARKS EQUIPMENT	500.00	
	07110-400	PARKS CONTRACTUAL		500.00
07310-109		PARKS PROGRAMS OTHER	3000.00	
	07310-401	PROGRAMS-CONTRACTUAL		3000.00
08810-400		Cemeteries Contractual	2500.00	
	01910-400	UN-ALLOCATED INSURANCE		2500.00

Explanation for Request:

Account No.	Reason
0110-108	COURT SECURITY FOR DA NIGHT
01430-400	TO COVER ARBITRATION COSTS
05020-400	MILEAGE NOT Budgeted
07110-200	TO COVER COST OF MOWER LIFT
07310-109	STAFFING COST OF GEMO CAMP
08810-400	MOWING OF CEMETERY AND TREE LIMB REMOVAL

Approval: *David J. Quale*  
 Comptroller  
 Date 9/5/17

Town Board Resolution No. \_\_\_\_\_  
 Date of Resolution \_\_\_\_\_





# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:  
Town of Lysander  
8220 Loop Rd.  
Baldwinsvillen NY 13027-1321

FROM CONTRACTOR:  
Siewert Equipment  
175 Akron St.  
Rochester, NY 14609

VIA ARCHITECT:

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	176,802.00
2. Net change by Changes Orders	\$	80,476.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	257,278.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	199,743.00

5. RETAINAGE:	\$	\$0.00
a. % of Completed Work (Column D + E on G703)	\$	Included in above
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	199,743.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	123,864
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	\$	75,879.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	57,535.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	4,597.00	
Total approved this Month	71,279.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	80,476.00	\$0.00

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION AIA ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AIA DOCUMENT G702

APPLICATION NO: 0

PAGE ONE OF 0 PAGES

Distribution to:

OWNER	
ARCHITECT	
CONTRACTOR	

PERIOD TO:

PROJECT NOS:

CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Elaina DeBorja Date: 9/6/17

State of: NY

County of: Monroe

day of: 9/6/17

Notary Public: Elaina DeBorja

My Commission expires: 4/18/2020

**ELAINA DEBORJA**  
Notary Public - State of New York  
No. 01DE63405  
Qualified in Monroe  
My Commission Expires 4/18/2020

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5282