I. Call to Order/Pledge of Allegiance

II. Revisions to Agenda

III. Comments from the Public

IV. Business - Consideration of:

   a) Contract for Wayne County Aging and Youth services – William Riddell (Att. 1)

   b) Contract for Casco Security services for 2019 – Brian Smith

   c) Contract to renew Town Attorney Services - Frank Robusto

   d) 2019 Agreement between Union Hill Volunteer Ambulance and NEQUAL - Frank Robusto

V. Workshop Items

    a) Goals for 2019 and Beyond

VI. Comments from the Public

VII. Executive Session/Adjournment

Future Meetings:

January 28 – Meeting
February 11 – Meeting
COUNTY OF WAYNE

SENIOR CENTER CONTRACT

Term: 1/1/2019 - 12/31/2019

THIS AGREEMENT, made as of the first day of January, 2019, by and between the COUNTY OF WAYNE (hereinafter referred to as the “County”), a municipal corporation having its principal office at 26 Church Street, Lyons, New York, on behalf of the WAYNE COUNTY DEPARTMENT OF AGING AND YOUTH (hereinafter referred to as the “Agency”), and the TOWN OF ONTARIO, (hereinafter referred to as the “Contractor”), a municipal corporation having its principal office at 1850 Ridge Road, Ontario, New York.

WITNESSETH:

WHEREAS, the Agency has received a nutrition project award from the New York State Office for the Aging under Title III-C of the Older Americans Act of 1965, as amended, and has entered into an agreement (“Grant Award Agreement”) with the New York State Office for the Aging to operate and maintain a nutrition program for the elderly, to the extent appropriations are available therefore; and

WHEREAS, the Contractor is willing and capable to provide congregate nutrition site services for the program upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. TERM

The term of this agreement is one (1) year commencing on January 1, 2019, and ending on December 31, 2019, unless terminated earlier as provided herein.

2. SCOPE OF CONTRACTOR’S SERVICES

A. The Contractor, at its own expense and charge and for the consideration herein stated, shall operate and administer a Congregate Nutrition Site Program (hereinafter referred to as “the Program”) in the Town of Ontario, New York, at a location approved by the Agency.

B. The Contractor shall furnish all personnel (including a site manager), equipment, janitorial services, and supplies necessary for operation and administration of the program.

C. The Contractor shall provide the nutrition site and shall solely be responsible for the care and maintenance of the site.

D. The program shall be operated and administered in accordance with Title III-C of the Older Americans Act of 1965, as amended, and the rules and regulations promulgated thereunder; the terms and conditions of the Grant Award Agreement; the applicable rules, regulations, standards, policies, and guidelines prescribed by the New York State Office for the Aging or the Agency; the Agency’s Annual Implementation Plan; and the Contractor’s program application and budget approved by the Agency and the New York State Office for the Aging. The approved program application and budget are incorporated herein by reference and are specifically made a part of this agreement.
E. A list of the dates that site will not be open shall be submitted to the Agency by the Contractor at the time Contractor executes this agreement and shall be attached to and made a part of this agreement. No date shall be added to the list unless the change has been approved by the Agency at least two weeks prior to such date.

F. The Contractor shall, to the maximum extent feasible, provide services to low-income minority individuals in accordance with their need for such services, and shall meet specific objectives established by the Agency for providing services to low-income minority individuals.

3. PERSONNEL TRAINING

Site personnel furnished by the Contractor shall be trained by the Agency’s nutrition program director. All such personnel shall attend a minimum of four in-service training sessions conducted by the Agency during the term of this agreement.

4. PROGRAM EXPENDITURES: BUDGET MODIFICATION

A. The Contractor shall make program expenditures only for authorized items of expense included in the budget approved by the Agency and the New York State Office for the Aging. The Contractor shall not make or incur any expenditure not included in the approved budget without the written consent of the Agency. Any expenditure made or incurred by the Contractor which is not included in the approved budget or approved in writing by the Agency shall be the sole responsibility of the Contractor.

B. The Contractor shall not make any changes or modifications in the approved program or budget without the written consent of the Agency. Any request by the Contractor for change or modification must be submitted to the Agency before the end of the term of this agreement.

5. AGENCY RESPONSIBILITY TO PROVIDE MEALS

All meals required for the operation of the program shall be furnished and delivered to the Contractor’s nutrition site by the Agency or its designee.

6. NON-DISCRIMINATION PROVISION

A. In providing services pursuant to this agreement, the Contractor shall not discriminate against any person because of age, race, creed, color, sex, national origin, disability, source of payment, or sexual orientation.

B. The Contractor shall comply with all State of New York laws and policies prohibiting discrimination in employment.

7. CONSIDERATION

A. In full consideration of the services rendered by the Contractor pursuant to this agreement, and subject to the provisions of Paragraphs 7(B), 8 and 9 of this agreement, the County shall reimburse the Contractor for approved program expenditures incurred by the Contractor in accordance with the program application and budget approved by the Agency and the New York State Office for the Aging; provided, however, that the total reimbursement paid hereunder by the County shall not exceed the maximum reimbursable amount of $6,200 annually. Determination of approved expenditures shall be made solely by the County, subject to audit and adjustment by the New York State Office for the Aging.
and the State Department of Audit and Control. Contributions received by the Contractor must be included in the budget, and reported. All contributions received from services must be utilized to operate or otherwise expand the program.

B. This contract shall be deemed executory only to the extent of the monies appropriated and made available by the State for the purpose of this contract. It is expressly understood and agreed by the Contractor that the County does not assume any obligation or liability under this agreement for payment to the Contractor of any money from County funds, except reimbursement received by the County from the New York State Office for the Aging for services rendered hereunder by the Contractor, and nothing in this agreement shall be construed to impose such an obligation or liability on the County.

8. PAYMENT

A. The Contractor shall submit monthly claims for reimbursement for approved program expenditures. Each claim shall be submitted to the Agency and shall be in such form and contain such information and documentation as may be required by the County. Payment shall be made after audit and approval of the claims by the Wayne County.

B. The County may withhold payment on account of (1) failure of the Contractor to provide a Certificate of Insurance evidencing satisfactory compliance with the insurance requirements of this agreement; (2) failure of the Contractor to comply with any other provision of this agreement; or (3) failure of the Contractor to render services in a satisfactory manner.

C. The Contractor shall submit a final claim for reimbursement promptly following completion of the term of this agreement but in no event later than sixty (60) days after the date of completion of the term. The County shall not be obligated or liable to pay any claim submitted after the sixty-day period.

D. All payments shall be subject to audit and adjustment by the New York State Office for the Aging and the New York State Department of Audit and Control.

E. If the New York State Office for the Aging, or any other appropriate State agency, for any reason whatsoever, shall fail to approve or pay State reimbursement to the County for any payment made by the County to the Contractor pursuant to this agreement, then the County may deduct and withhold from any payment due the Contractor an amount equal to the amount of reimbursement denied or not paid. If the County has paid in full its obligation to the Contractor and no other payments are due the Contractor, then the Contractor shall reimburse the County for the amount of the reimbursement denied or not paid. Such reimbursement shall be paid by the Contractor within ten (10) days of receipt of notification from the County of the amount due.

9. COMPLIANCE WITH LICENSE, CERTIFICATE, AND PERMIT REQUIREMENTS

The Contractor shall comply with all applicable state and local licensing, certification, and permit requirements, and shall obtain and maintain at its own expense all licenses, certificates, or permits necessary for the operation and administration of the program.
10. COMPLIANCE WITH HEALTH AND SAFETY CODES AND REGULATIONS; FIRE DRILLS

A. The Contractor shall keep and maintain its premises and facilities and shall perform the terms of this agreement in compliance with all applicable federal, state, and local health and sanitary codes, fire codes, and building codes, and all rules and regulations pertaining thereto.

B. The Contractor shall conduct bi-monthly fire drills and shall forward a report on the drill to the Agency within two days of the drill. The Contractor shall consult with local fire officials with respect to making a plan to carry out effective drills.

11. TRANSFER OF EQUIPMENT

In accordance with Code of Federal Regulations, Title 7, Part 3015, Section 3015.165, the County reserves the right to require transfer of items or equipment having a unit acquisition cost of $1,000 or more which are acquired with funds paid to the Contractor by the County pursuant to this agreement.

12. RECORDS AND REPORTS

A. The Contractor shall provide the Agency with timely information needed for meeting planning, coordination, evaluation and reporting requirements of the New York State Office for the Aging.

B. The Contractor shall maintain records and make reports in such form and containing such information as may be required by the Agency or the New York State Office for the Aging.

C. The Contractor shall maintain such records, accounts and documents as will permit expeditious determination to be made at any time of the status of funds awarded to the Agency by the New York State Office for the Aging, including the disposition of all monies received by the Contractor from the Agency and the nature and amount of all expenditures claimed against such funds.

D. The Contractor shall maintain all such books, records, accounts, and supporting documentation for a period of six (6) years after the date of submission by the County to the State of a final claim for State reimbursement for services rendered by the Contractor pursuant to this agreement. The Contractor shall make such books, records, accounts and supporting documentation available at all times for audit and inspection by authorized representatives of the County, the New York State Office for the Aging, and the State Department of Audit and Control.

13. AUDIT BY THE COUNTY AND OTHERS

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the County. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Contractor shall make its records available to the County upon request. All books vouchers, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise.
Contractor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

14. GENERAL RELEASE

The acceptance by Contractor or its assignees of the final payment under this agreement, whether by voucher, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Contractor arising out of the performance of this Agreement.

15. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County’s right to withhold for the purposes of set-off any monies otherwise due to Contractor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

16. INSPECTION OF FACILITIES

The Contractor’s nutrition site shall be available for inspection by authorized representatives of the County, the New York State Department of Health, and the New York State Office for the Aging.

17. INDEMNIFICATION

Notwithstanding the limits of any policy of insurance provided or maintained by the Contractor, the Contractor shall defend, indemnify, and hold harmless the County of Wayne and its officers, employees, and agents from all claims, actions, suits, liabilities, damages, awards, costs, and expenses (including, without limitation, attorneys’ fees) of every nature and description arising out of or related to the services provided by the Contractor under this agreement or arising out of or caused by any act, omission, or negligence of the Contractor or its officers, employees, volunteers, or agents. The Contractor's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this agreement.

18. INSURANCE

A. INSURANCE REQUIREMENTS

The contractor shall furnish:

1. ACCORD Form 25 - Certificate of Insurance to evidence all liability coverages as outlined below;
2. A copy of the applicable Additional Insured endorsement form evidencing the coverage endorsed onto the liability policies below
3. New York State Workers’ Compensation Form C105.2 or New York State Insurance Fund form U26.3 to evidence New York State workers’ compensation coverage;
4. A copy of the applicable Waiver of Subrogation Endorsement Form, evidencing the coverage endorsed onto the workers’ compensation policy, either on a specific/schedule or blanket basis.
   a. General Liability
Premises/Operations
Products/Completed Operations
Independent Contractors
Contractual Liability
Personal Injury
Broad Form Property Damage
Explosion, Collapse and Underground Hazard

Bodily Injury and Property Damage $1,000,000 each occurrence
Products/Completed Operations Limit $1,000,000 aggregate
Personal Injury/Advertising Injury Limit $1,000,000 aggregate
General Aggregate Limit $2,000,000

b. Automobile Liability

Owned, Hired and Non-Owned Autos
(Symbol “1” on Business Auto Policies)
Combined Single Limit for Bodily Injury $1,000,000 per occurrence
Excess “Umbrella” Liability
Combined Single Limit for Bodily Injury and Property Damage $2,000,000 each occurrence

Professional Liability (if applicable)
$d. $1,000,000 per claim
$3,000,000 aggregate
e. Workers’ Compensation and Employers’ Liability
Statutory coverage complying with New York State Workers’ Compensation Law

B. The County of Wayne and its officers, employees, and agents shall be named as Additional Insureds under the liability policies issued for the above coverages.

C. A Waiver of Subrogation in favor of The County of Wayne and its officers, elected officials, employees, and agents shall apply to Workers’ Compensation policy listed above.

D. Contractor shall maintain insurance with the required limits above for the duration of this contract. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.

E. All certificates of Insurance must be approved by either the Wayne County Attorney or the Self-Insurance Specialist prior to commencing work under the contract.

F. The insurance carriers providing the above coverages shall be licensed to do so in New York State and shall also be rated no lower than "A-" by the most recent Best’s Key Rating Guide or Best’s Agent’s Guide or must be otherwise acceptable to the County Board of Supervisors.

G. It is expressly understood and agreed by the Contractor that the insurance requirements specified above contemplates the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements the contractor shall comply with the following requirements:

5. If the claims-made coverage terms designate a specific retroactive date, the contractor shall maintain a retroactive date which is not later than the earlier of
a. the date of the commencement of the term of this agreement, or
b. the original coverage retroactive date for the Contractor’s first claims-made policy for each and every coverage provided on a claims-made basis.
6. For the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, cancelled or is otherwise materially changed, the contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.

7. Upon termination of the services provided to the County by the contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, cancelled, or is otherwise materially changed during this period of time the Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as cited above.

19. ASSIGNED OR SUBCONTRACTING

The Contractor shall not assign or transfer any of the Contractor's rights or obligations under this agreement, and shall not enter into any subcontract for the performance of the services required by this agreement, without the prior written consent of the County.

20. INDEPENDENT CONTRACTOR STATUS

A. In performing the services and/or supplying goods and incurring expenses under this agreement, the Contractor shall operate as and have the status of an independent contractor and shall not act as agent, or be an agent of the County. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the services and/or supplying the goods and shall have complete charge and responsibility for Contractor's personnel engaged in the performance of the same.

B. In accordance with its status as an independent contractor, the Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself, its employees, or agents, as or claim that they are officers or employees of the County; and that neither the Contractor nor its officers and employees will make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership credit.

21. PROCUREMENT OF AGREEMENT

A. Contractor represents and warrants that no person or selling agent has been employed or retained by Contractor to solicit or secure this agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Contractor makes such representations and warranties to induce the County to enter into this agreement and the County relies upon such representations and warranties in the execution hereof.
B. For a breach or violation of such representations or warranties, the County shall have the right to annul this agreement without liability, entitling the County to recover all monies paid hereunder and Contractor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this agreement.

22. CONFLICT OF INTEREST

A. Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Contractor further represents and warrants that in the performance of this agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this agreement or in the proceeds thereof.

B. For a breach or violation of such representations or warranties, the County shall have the right to annul this agreement without liability entitling the County to recover all monies paid hereunder and Contractor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this agreement.

23. FAIR PRACTICES

Contractor and each person signing on behalf of the Contractor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this agreement have been arrived at independently by Contractor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and

B. Unless otherwise required by law, the prices which have been quoted in this agreement and on the proposal or quote submitted by Contractor have not been knowingly disclosed by Contractor prior to the communication of such quote to the County or the proposal opening, directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Contractor to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Contractor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this article.
24. CONFIDENTIALITY

For purposes of this article:

A. The term “confidential information” as used herein means all material and information, whether written or oral, received by Contractor from or through the County or any other person connected with the County, or developed, produced, or obtained by Contractor in connection with the performance of services under this agreement. Confidential information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

B. The term “Contractor” as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of Contractor.

C. Contractor shall keep all confidential information in a secure location within Contractor’s offices. The County shall have the right, but not the obligation, to enter Contractor’s offices in order to inspect the arrangements of Contractor for keeping confidential information secure. No inspection or failure to inspect by the County shall relieve Contractor of the responsibility for the performance of its obligations hereunder.

D. Contractor shall hold confidential information in trust and confidence, shall not disclose confidential information, or any portion thereof, to anyone other than the County without the prior written consent of the County, and shall not use confidential information, or any portion thereof, for any purpose whatsoever except in connection with the performance of the services under this agreement.

E. Contractor shall notify the County immediately upon receipt by Contractor of any request by anyone other than the County for, or any inquiry related to, confidential information. Contractor is not prohibited from disclosing portions of confidential information if, and to the extent that, (i) such portions have become generally available to the public other than by an act or omission of Contractor, or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the County requests all or a portion of confidential information, Contractor shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy unless and until the County in writing waives compliance with the provisions of this article or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this article or determines disclosure is legally required, Contractor shall disclose only such portions of confidential information that, in the opinion of the County, Contractor is legally required to disclose, and Contractor shall use its best effort as to obtain form the party to whom confidential information is disclosed written assurance that confidential treatment will be given to such portions of confidential information as are disclosed, to the extent permitted by law.

F. Contractor shall obtain from each subcontractor of Contractor a confidentiality agreement running to the benefit of the County, substantively identical to this article, prior to the performance of any of the services in connection with this agreement by each such subcontractor, and at any time if requested by the County, from the officers, directors, agents or employees of Contractor or any such subcontractor.
25. PUBLICITY

A. The prior written approval of the County is required before Contractor, or any of its employees, servants, agents, assignees, or subcontractors, may, at any time, either during or after completion or termination of this agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this agreement.

B. If Contractor, or any of its employees, servants, agent, assignees or subcontractors, desires to publish a work dealing with any aspect under this agreement, or of the results or accomplishments attained in such performance, they must first obtain the prior written permission of the County which, unless otherwise agreed to by the County in said written permission, will entitle the County to have a royalty fee, and a non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use such publication.

26. OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

A. All confidential information, as defined in Section 24, including all copies thereof is the exclusive property of the County regardless of whether it is delivered to the County. Contractor shall deliver confidential information and all copies thereof to the County upon request.

B. To the extent that copies of confidential information are authorized by the County to be retained by Contractor, they shall be retained in a secure location in Contractor’s office for a period of six (6) years after completion of the services or termination of this agreement, whichever later occurs, and thereafter disposed of at the County’s direction.

27. TERMINATION

A. It is understood and agreed by the Contractor that this agreement is absolutely contingent upon the receipt of funds by the County pursuant to Title III-C of the Older Americans Act. If the County shall learn that such funding cannot be obtained or cannot be continued at a level sufficient to enable the County to reimburse the Contractor for expenditures incurred pursuant to this agreement, the agreement may be terminated immediately, at the option of the County, by written notice of termination to the Contractor. The County shall not be obligated to pay for any services provided by the Contractor after the Contractor has received the notice of termination.

B. This agreement also may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party; provided, however, that the failure of the Contractor to abide by any of the terms, conditions, or requirements expressed in this agreement shall constitute a material breach of this agreement and shall entitle the County to terminate this agreement immediately upon delivery of written notice of termination to the Contractor.

28. NOTICES

All notices given under this agreement shall be in writing and shall be deemed properly served if sent by registered or certified mail, postage prepaid, return receipt requested, to the County addressed as follows:
Wayne County Department of Aging and Youth
1519 Nye Road, Suite 300
Lyons, New York 14489
Attention: Director

and to the Contractor as follows:

Town of Ontario
1850 Ridge Road
Ontario, New York 14519
Attention: Town Clerk

29. GOVERNING LAW

This agreement shall be construed and enforced in accordance with the laws of the State of New York.

30. PARAGRAPH HEADINGS

The paragraph headings in this agreement are inserted for convenience of reference only and are not to be construed as defining, modifying, or limiting, in any way, the scope or intent of the provisions of the agreement.

31. EXECUTION IN COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

32. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this agreement shall be valid only when expressed in writing and duly signed by the parties.

33. DEBARMENT

The Contractor hereby certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declare ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
D. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default.

34. CERTIFICATION REGARDING LOBBYING

The Contractor shall execute a certification regarding lobbying, a copy of which is attached hereto and incorporated within and marked as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this agreement of the date first written above.

COUNTY OF WAYNE

By: ____________________________
    Steven M. LeRoy, Chairman
    Wayne County Board of Supervisors

APPROVED AS TO CONTENT

By: ____________________________
    Penny Shockley, Director

TOWN OF ONTARIO

By: ____________________________
    Frank Robusto, Supervisor

State of New York) ss.: County of Wayne )

On this _____ day of ____________, 201_, before me personally came STEVEN M. LEROY, to me known, who, being by me duly sworn, did depose and say that he is the Chairman of the Board of Supervisors of the County of Wayne; and that he signed the foregoing instrument by authority of the Board of Supervisors of the County of Wayne.

______________________________
Notary Public
State of New York)  
County of Wayne )

    On this _____ day of ____________, 201_, before me personally came FRANK ROBUSTO, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

                              ____________________________
                                      Notary Public
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including sub-contacts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Grantee/Contractor Organization

Name of Certifying Official

Date:

Program/Title

Signature
AGREEMENT

This Agreement is made effective as of the 1st day of January, 2019, between the Town of Ontario ("Town"), 1850 Ridge Road, Ontario, New York 14519, and Richard T. Williams, II ("Town Attorney"), 62 Chadwick Manor, Fairport, New York 14450. The parties agree as follows:

1. **Term.** The Town Attorney shall be Attorney for the Town from January 1, 2019 to December 31, 2019. However, the Town may terminate this Agreement at any time with or without cause.

2. **Meetings.** The Town Attorney shall attend the Planning Board and Zoning Board of Appeals and, upon request, the Town Board meetings providing legal assistance and guidance, as needed.

3. **Duties.** The duties of the Town Attorney shall include providing legal assistance and legal advice to the Town Board; reviewing all Planning Board applications, Zoning Board of Appeals applications and providing legal assistance and legal advice to such Boards; providing legal assistance and legal advice to the Code Enforcement/Building Department, with regard to interpretations, legal filings and other issues, as the same arise, including prosecution Code Enforcement matters, when required. The Town Attorney will also be available should the Town Board require assistance with regard to Code revision/drafting, comprehensive planning or the like. Litigation matters requested by the Town Board to be handled by the Town Attorney shall be upon further agreement of the parties. Further, where appropriate, matters such as labor law that are outside the expertise of the Town Attorney, or when a conflict of interest is presented, or where additional attorneys are required, outside counsel may be retained by the Town.

4. **Contact.** The primary contact for the Town Attorney on behalf of the Town Board shall be the Supervisor, who shall be primarily responsible for directing the Town Attorney to provide services and seeking advice from Town Attorney. However, other Town Board members, and other Town employees or officers authorized by the Supervisor or the Town Board, may consult with Town Attorney or request services from him. As to Planning and Zoning matters, the primary contact for the Town Attorney shall be the Board Chair, as well as the Code Enforcement Officer/Building Inspector. However,
other Planning/Zoning Board members, and other Town employees or officers authorized
by the Supervisor or the Town Board, may consult with Town Attorney or request
services from him. The Town Attorney shall make himself available by office and cell
phone, email, and when appropriate in-person meetings at his office, the Town Hall or
other appropriate locations.

5. Payment for Services. The Town shall pay the Town Attorney, for the services set forth
herein, the sum of $70,000.00, for the term of this Agreement, payable at the rate of
$5,833.33 per month.

6. Out of Pocket Expenses. The Town shall reimburse the Town Attorney for reasonable
and necessary out-of-pocket expenses and disbursements directly related to services
provided to the Town, such as, by way of example, recording fees and disbursements that
are unreimbursed by applicants or other third parties.

7. Entire Agreement. This Agreement shall constitute the entire agreement of the parties
related to its subject matter, and shall supersede any previous oral or written
understandings. Furthermore, it may only be amended by a writing signed by the parties.

8. Notices and Communications. All notices and communications required under this
Agreement shall be accomplished by the actual delivery to the parties’ addresses set forth
above.

9. Descriptive Headings. The descriptive headings of the various provisions of this
Agreement are included for convenience only, and they are not intended to affect the
meaning or construction of any of the provisions of this Agreement.

10. Assignment. This Agreement may not be assigned without the consent of the other
party.

Town of Ontario:

By: /s/ Frank Robusto, Supervisor

By: /s/ Richard T. Williams, II
2019 AGREEMENT BETWEEN
THE TOWN OF ONTARIO AND UNION HILL
VOLUNTEER AMBULANCE CORPS

THIS AGREEMENT (“Agreement”) is made the _____ day of January, 2019, by and between
the TOWN OF ONTARIO, NEW YORK (“Town”), a municipal corporation with offices located
at 1850 Ridge Road, Ontario, New York 14519, and the UNION HILL VOLUNTEER
AMBULANCE CORPS, INC. (“UVAC”), a not-for-profit corporation with offices located at 70
Ridge Road, Union Hill, New York 14563.

WITNESSETH:

WHEREAS, the Town Board of the Town of Ontario deems it to be in the public interest
to provide a general ambulance service as well as an advanced life support service to the
residents of the Town; and

WHEREAS, UVAC is desirous of furnishing such services within areas of the Town as
provided under the terms hereof; and

WHEREAS, UVAC has one or more vehicles suitable for the purpose of transporting
sick or injured persons within such areas of the Town to a hospital, clinic or other place for the
treatment of illnesses; and

WHEREAS, UVAC has sufficient trained and experience personnel for the furnishing of
the emergency treatment described above, and has a Certificate Of Need issued by the New York
State Department of Health to provide emergency ambulance services in the Town; and

WHEREAS, the Town Board of the Town of Ontario has authority to enter into this
contract pursuant to the provisions of Section 122(b) of the New York General Municipal Law;

NOW, UPON THESE PRESENTS, it is hereby agreed as follows:

1. Services: The Town hereby retains UVAC as an independent contractor to provide
general ambulance services (“Services”) for the purpose of transporting any sick,
injured or disabled person to a hospital, clinic, sanitarium or other place for treatment.
The Services shall include the non-emergency transfer of patients between hospitals
for tests, treatment, or other purposes at the discretion of UVAC provided it supplies
sufficient emergency coverage to the residents of the Town. In addition, the Services
provided by UVAC shall include advanced life support (through an intercept
agreement).
2. **Equipment and Staff:** UVAC agrees that it shall provide the Services by utilizing equipment equal in amount and quality to the equipment now owned by UVAC. UVAC shall also have available at all times qualified emergency and first aid personnel necessary to maintain and furnish the Services;

3. **Service Area:** It is understood and agreed that UVAC shall furnish the Services to that portion of the Town that is bounded on the West by the West boundary line of the Town, on the North and South by respective North and South boundary lines of the Town; and on the East by a line, more particularly bounded and described as follows;

   a. **COMMENCING** at a point on the south boundary line of the Town of Ontario at a point where a line drawn 225.00 feet easterly from the centerline of Lincoln Road intersects said southerly boundary line; running thence generally northerly on a line 225.00 feet easterly from and parallel with the centerline of Lincoln Road and said line extended northerly to a point of intersection with the north boundary of the railroad right-of-way to a point 225.00 feet easterly from and parallel with the centerline of Lakeside Road and said line extended northerly to the northerly boundary of the Town of Ontario.

4. **Mutual Aid:** UVAC shall provide mutual aid assistance to Ontario Volunteer Emergency Service (“OVES”) within all areas of the Town presently covered by OVES.

5. **Payment:** Good and valuable consideration for this Agreement shall consist of UVAC’s authority to render Services to the resident of the Town and to be reimbursed for its services through patient payments and/or third party (insurance) billing.

6. **Term:** This Agreement shall terminate on December 31, 2019;

7. **Laws and Regulations:** UVAC shall comply with all applicable laws and regulations in performing its duties under this Agreement, as though such laws and regulations were set forth herein.

8. **Entire Agreement:** This Agreement shall constitute the entire understanding of the parties related to its subject matter, and shall supersede any previous oral or written understandings. Furthermore, it may only be amended by a written modification agreement signed by the parties.
9. **Gender and Number**: The use of one gender in this Agreement shall include all others, and the use of the singular shall include the plural and vice-versa.

10. **Notices and Communications**: All notices and communications required under this Agreement shall be accomplished by the actual delivery to the parties’ addressed set forth above. Notice to the Town shall be directed to the Supervisor, and to UVAC shall be directed to the Chair of the Board of Directors.

11. **Descriptive Headings**: The descriptive headings of the various provisions of this Agreement are included for convenience only, and are not intended to affect the meaning or construction of any of the provisions of this Agreement.

12. **Successors and Assigns**: Services stated to be provided under this Agreement by UVAC may not be assigned without the consent of the other party.

13. **Binding Effect**: This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their trustees, receivers, successors and assigns.

14. **Construction**: No rule of construction shall be applied to construe any ambiguities in this Agreement against the draft person.

15. **Choice of Law**: This Agreement shall be governed by the law of the State of New York and any dispute arising therefrom venued in Supreme Court, Wayne County without jury.

16. **Separability**: If any provision of this Agreement is determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of the remaining portions of the Agreement.

17. **Counterparts**: This Agreement may be executed in multiple counterparts, and the counterparts, when combined, shall form and constitute a complete agreement. The parties further agree that facsimile signatures shall be acceptable to bind the parties.

18. **Indemnity**: Union Hill Volunteer Ambulance Corps, Inc indemnifies and agrees to save harmless the Town from any liability and expenses arising from any injuries, losses, claims, judgement or damages sustained by property, or incurred by any person, whether or not such person is a member of Union Hill Volunteer Ambulance Corps, Inc. or is involved in any way with UHAC, including patients treated by
UHAC, incurred in connection with the provisions of the Advance Life Supppport Services.

TOWN OF ONTARIO

________________________________ Dated:
By: Supervisor

UNION HILL VOLUNTEER AMBULANCE CORPS, INC.

________________________________ Dated:
By: Michael McCormick, Board Chair

Draft